

**Employment Contract Between
Mark T. Bielang
And
The Board of Education of Paw Paw Public Schools**

COPY

IT IS AGREED by and between the BOARD OF EDUCATION OF PAW PAW PUBLIC SCHOOLS, hereinafter referred to as the "District," and MARK T. BIELANG, hereinafter referred to as "Superintendent," to employ Mark T. Bielang in the capacity of Superintendent of Schools under the authority of the Board of Education and its successors for a period of four (4) years, **July 1, 2011 through June 30, 2015**. Each year of the contract shall include 260 workdays minus paid vacation days and district recognized holidays for an actual work year of at least 222 days.

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the District, including but not limited to, those duties required by Section 132 of the School Code of 1976, as amended. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend; effect or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the District.

In consideration of the satisfactory performance of all of the duties assigned to the Superintendent, the Board agrees to compensate the Superintendent an annual salary of **\$129,723.00** (ONE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-THREE for the period **July 1, 2011 through June 30, 2012**.

The Board will establish the compensation of the Superintendent for the succeeding year by no later than May 15 of each year of this Employment Contract. At the time the Board establishes the compensation of the Superintendent for the succeeding year, it is agreed that such compensation shall not be decreased as it relates to either salary or benefits.

The Board shall review this contract with the Superintendent annually, and shall, on or before April 1st of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

Attached to this Employment Contract, and incorporated herein by reference, is Appendix "A" specifically setting forth benefits that are granted to the Superintendent.

It is mutually understood and agreed that this Contract of Employment does not confer tenure upon the Superintendent in the above-described capacity or in any other administrative capacity in the District.

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using

criteria that include the District's attainment of the goals adopted by the Board, the Superintendent's completion of personal job goals that have been established, the manner which day-to-day operations of the District are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

In the event the Superintendent is discharged during the term of this contract for unsatisfactory performance, he shall be entitled only to severance pay in an amount equal to three (3) months salary at the rate paid at time of termination, or all salary due from the date of termination until the expiration date of this contract, whichever is less.

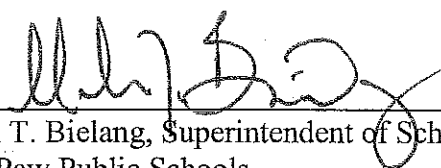
During this contract, the Superintendent may be discharged for cause. Dismissal for cause may include, but is not limited to, misfeasance or malfeasance of office, the commission of an act which is either a circuit court misdemeanor or felony, or other acts of misconduct which under the laws of the State of Michigan constitute cause for termination of employment. In the event the Superintendent is discharged for cause, he shall be entitled to no severance pay or benefits except vested benefits, if any.

Whether pending the procedures set forth in the following paragraph or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of his responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Employment Contract.

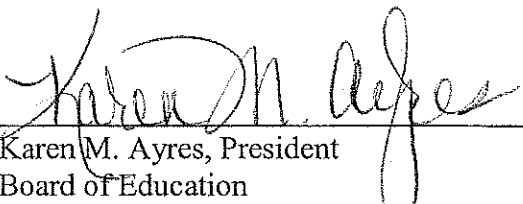
No discharge shall be effective until written charges have been served upon the Superintendent, and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at this own expense.

This contract constitutes the entire agreement between the parties and supersedes all prior statements, written or oral, and any prior contracts between the District and the Superintendent. Changes, whether by way of addition, deletion or both are not binding unless in writing and signed by both parties.

EXECUTED this 14th day of Oct, 2011 by:



Mark T. Bielang, Superintendent of Schools
Paw Paw Public Schools



Karen M. Ayres, President
Board of Education
Paw Paw Public Schools

Attachment: Appendix "A"

Appendix "A"
Benefits for the Superintendent of Schools

1. Paw Paw Public Schools shall pay the required contribution to the Michigan Public Employees Retirement Fund, commonly referred to as the Non-Contributory Plan.
2. The School District shall provide a group health and hospitalization insurance plan for the Superintendent and his/her dependents. Such plan shall be identical to that available to other administrators in the School District. The District shall reimburse the Superintendent for individual expenses relative to eye examinations, glasses and/or contact lenses.
3. The School District shall provide a group dental insurance plan for the Superintendent and his/her dependents. Such plan shall be identical to that available to other administrators in the School District.
4. The School District shall provide a term life insurance policy for the Superintendent. The coverage of this policy shall be at least equal to one and one-half (1-1/2) times the Superintendent's then existing annual salary. The beneficiary of said policy and/or policies shall be designated by the Superintendent.
5. The School District shall provide the Superintendent with a long-term disability plan. Such plan shall be identical to that available to other administrators in the School District.
6. The Superintendent will continue to receive full compensation for up to six (6) months of absence if such absence is a result of personal injury or illness of the Superintendent. The Superintendent shall be credited with twelve (12) sick days per year to be accumulated without limit. At the time of his initial employment, the Superintendent shall be credited with one hundred twenty (120) days of accumulated sick leave. Upon retirement from the District, the Superintendent shall be paid for his unused accumulated sick leave at his then existing per diem rate up to 200 maximum days.
7. The Superintendent shall be entitled to twenty-eight (28) paid vacation days per contractual year. The Superintendent shall be allowed to accrue unused vacation days with the permission of the President of the Board of Education. The Superintendent shall have the option to be paid for up to twenty (20) unused vacation days annually at his then existing per diem rate of pay. The per diem rate is calculated by subtracting the annual vacation days and the district recognized holidays from 260 and dividing the resultant figure into the annual salary for the Superintendent.
8. The Superintendent agrees to have a comprehensive medical examination annually. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information as between the Board and the Superintendent. The cost of said physical examination and reports shall be paid by the District.

9. The School District shall reimburse the Superintendent for all reasonable expenses incurred resulting from the performance of duties of the Superintendent. The District shall supply the Superintendent with a credit card that he/she shall utilize for such school-related expenses. Said reimbursement shall include the membership in three (3) professional organizations and/or associations of the Superintendent's choice.
10. It is expected that the Superintendent will attend at least two (2) seminars and/or conferences a year with the costs related to such attendance being the responsibility of the School District. It is understood that said seminars and/or conferences shall be within the continental United States. The Superintendent shall seek and gain approval from the President of the Board of Education to attend such seminars and/or conferences.
11. The School District shall contribute a sum equal to nine percent (9%) of the Superintendent's compensation package (annual salary and payable incentive) into a tax shelter annuity program selected by the Superintendent. The District's contributions shall be made monthly. The Superintendent may elect to increase his/her contribution to the tax shelter annuity program by authorizing the School District to deduct additional sums of money from his/her biweekly pay.
12. The Superintendent shall be reimbursed for all required use of his automobile outside of the School District. Such reimbursement shall be at the then applicable IRS reimbursement rate.
13. The School District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators (MASA) and MASA Region in which the School District is located, as well as other appropriate affiliations, as approved.
14. The School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting reasonably within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
15. The School District shall provide an incentive package that will pay the Superintendent an annual incentive if the Superintendent meets or exceeds School District objectives. One-half (1/2) of the incentive shall be paid at the end of the year earned and one-half (1/2) to be paid at the end of the following year.

The accompanying chart outlines the incentive package. The Total Incentive column is the minimum amount the Superintendent can earn if all objectives for the contract year are met or exceeded. The Payable Incentive column is the amount to be paid in that contract year. The Carryover Incentive column is the amount of the total incentive carried over to the next contract year (one-half of the Total Incentive). The Carryover Incentive amount is paid even if the Superintendent does not meet or exceed the School District objectives for the next contract year. This incentive package shall continue each year through the 2011-12 school year.

<u>School Year</u>	<u>Total Incentive</u>	<u>Payable Incentive</u>	<u>Carryover Incentive</u>
2003-2004	\$10,100	\$ 9,050	\$5,050
2004-2005	11,000	10,550	5,550
2005-2006	12,000	11,500	6,000
2006-2007	12,000	12,000	6,000
2007-2008	13,000	12,500	6,500
2008-2009	13,000	13,000	6,500
2009-2010	13,000	13,000	6,500
2010-2011	13,000	13,000	6,500
2011-2012	13,000	13,000	6,500
2012-2013	13,000	13,000	6,500
2013-2014	13,000	13,000	6,500
2014-2015	13,000	13,000	6,500

16. The School District shall reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic university courses including tuition, textbooks, fees, and other necessary costs.
17. The Board of Education shall provide the Superintendent with up to three (3) days per year to perform service work.

