

THIS CONTRACT, entered into this 18th day of June, 2012, between the Board of Education, hereinafter called "Board" and James L. Hartley hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by Section 132 of the School Code of 1976, as amended. He will act as 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 administration section of the school system and the School District.

2. TERM

The Board agrees to employ James Hartley as Superintendent of its schools for the term of one year from July 1, 2012 to and including June 30, 2013.

The Board of Education shall review this contract with the Superintendent annually, and shall, not later than June 30th of each year during the term of this contract, 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.

3. EVALUATION

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 in 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.

4. PROFESSIONAL LIABILITY

District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. 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 not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

5. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

6. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and M.A.S.A. Region in which the School District is located as well as other appropriate affiliations as approved.

7. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination as requested by the Board, but not more than once every year. 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. The cost of said physical examination and reports shall be paid by the District.

8. WAGES AND COMPENSATION

The Board agrees to pay the Superintendent for his services in bi-weekly installments. Compensation for the term of this Agreement shall be Fifty-Seven Thousand Six Hundred eight and 50/100 Dollars (\$57,608.50).

9. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- X Dental, Vision, and Long Term Disability insurance provided other professional employees. He shall not receive health insurance.
- X Twelve (12) sick days per year to be accumulated without limit.
- X Twenty (20) vacation days per year to be accumulated without limit.
- X Two (2) personal days per year.
- X School holidays as recognized by the district's annual school calendar.

10. TRANSPORTATION

In lieu of mileage reimbursement, the District will incur the cost of insurance for the Superintendent's automobile and shall also pay for gasoline used by the Superintendent when using his personal car for school business.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him 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 his own expense.

12. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

13. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By _____ Board President

By _____ Superintendent