

CONTRACT OF EMPLOYMENT
SUPERINTENDENT

It is hereby mutually agreed by and between the Wolverine Community Schools Board of Education (hereinafter "Board") and James Emery (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said James Emery as its Superintendent for the term of One (1) year beginning July 1, 2019 through June 30, 2020, according to the terms and conditions as described and set forth herein as follows:

1. Mr. Emery shall perform the duties of Superintendent as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time and by the Board through its Policies and actions.

2. Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent as required herein, this contract shall automatically terminate and the Board shall have no further obligations to Superintendent.

3. The Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code, Board Policy and any actions or directives of the Board. 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.

4. 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 duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large in a manner that does not conflict with his duties as Superintendent.

5. Superintendent shall be paid an annual salary of \$30,000 for his performance of the duties and responsibilities of the position in conformance with the requirements and expectations of the Board.

The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.

6. Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted Christmas Break and Spring Break, as scheduled by the School Calendar, in which he is not required to report to work.

7. Superintendent performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than March 1 in any given school year in the manner prescribed by law. To the extent that such evaluation is to be based in part on goals and objectives, said goals and objectives will be presented to the Superintendent in writing prior to the year of evaluation. The Superintendent's rating categories shall be Highly Effective, Effective, Minimally Effective and Ineffective.

8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent inability to perform the position responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

9. With the exception of official retirement through the State of Michigan Retirement System, the Superintendent may terminate this Contract by giving as much advance written notice as possible to the President of the Board. The Board may terminate this Contract during its term, and without further liability to the Superintendent under this Contract or otherwise, for a reason or reasons that are not arbitrary or capricious. The Board's determination in such event is final and binding. Prior to rendering such a decision, the Superintendent shall be entitled to meet with not less than a majority of the Board to be apprised of such reasons and may answer thereto at such time. The Board may elect not to renew this Contract in accordance with Section 1229 of the Revised School Code.

10. The Superintendent and the Board agree that any and all disputes or claims arising from or relating to the Superintendent's employment, the termination or non-renewal of the Superintendent's employment or this Contract, including its negotiation and execution, will be submitted to final and binding arbitration in Cheboygan County, Michigan, according to the American Arbitration Association's ("AAA's") National Rules for the Resolution of Employment Disputes. The parties hereby agree and acknowledge that this paragraph has been the subject of arms-length negotiations between them and hereby assert that the terms of this Paragraph 14 are not, and shall not be construed by the AAA as an Employer Promulgated Plan, as that term is used by the AAA. The Superintendent or the Board may move for entry of judgment on the arbitrator's award in any court of competent jurisdiction. The Superintendent and the Board acknowledge and agree that this paragraph precludes them from filing a civil action concerning the disputes covered by this paragraph and this Contract and, therefore, waive their right to trial by jury concerning any and all such disputes.

11. The Superintendent and the Board agree that any demand for arbitration, administrative complaint or civil action arising from or relating to the Superintendent's employment with the Board, the termination of the Superintendent's employment with the Board or this Contract, including its negotiation and execution, must be filed no later than 90 calendar days from the date on which it accrued or no later than 180 days from the termination of the Superintendent's employment with the Board, whichever is sooner. The Superintendent and the Board waive any longer limitations period. This paragraph is not intended to, and should not be construed to, extend any statutory or

other limitations period shorter than 90 calendar days. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation and with regard to the arbitration, including an allocation to each party of ½ the cost of the arbitrator.

12. The Board and the Board will not waive any breach of any provision of this Contract except in writing. Such a waiver will not waive future breaches.

13. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act

14. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

15. The Superintendent shall not receive any Board paid medical, dental, vision, disability, LTD or life insurance benefits.

16. The Superintendent is entitled to the following holidays for which no services to the School District are required: New Year's Eve, New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day.

17. Superintendent shall be granted vacation time of Fifteen (15) days per contract year which shall not accumulate and shall not receive any additional compensation in lieu of use of vacation days. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district and be approved by the Board.

18. Superintendent shall be granted illness/personal business time of Ten (10) days per contract year which shall not accumulate and shall not receive any additional compensation in lieu of use of illness/personal business days.

19. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. The Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.

20. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

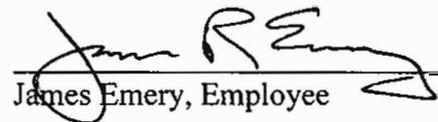
21. This contract of employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.

22. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

23. This contract is executed on behalf of the Wolverine Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on July 8, 2019, the same being incorporated herein by reference and under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

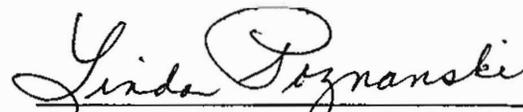
Date: 7/1/19


James Emery, Employee

Date: 7-1-19


Eric Brado, Board of Education
President

Date: 7-1-19


Linda Proznanski, Board of Education
Secretary