

SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT 2011-2014

THIS AGREEMENT, made the day of May, 2011 between the EATON INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION, (hereinafter called the "Board"), and Christine E. Beardsley of Oscoda, Michigan, as Superintendent of Schools (hereinafter called the "Superintendent.")

WITNESSETH:

1. **Employment.** The Board agrees to employ the Superintendent as its Superintendent of Schools for the term of three years from July 1, 2011 to and including June 30, 2014.
2. **Certification.** The Superintendent represents that she holds all certificates and credentials required by law and by the Board to accept and fulfill the administrative position assigned.
3. **Duties.** The Superintendent agrees to faithfully perform the duties of the Superintendent of Schools, subject to the established policies and regulations of the Board and the laws of the State of Michigan whether now in force or hereafter adopted, and to carry out, or cause to be carried out, the education program and policies of the Board during the term of this Agreement.
4. **Compensation.** The Board agrees to pay the Superintendent a base salary of \$135,000 annually. Said annual sum to be paid in twenty-six (26) payments. The annual base salary may be increased by resolution of the Board during the term of this Agreement. Any such salary increase shall be negotiated and finalized prior to July 1st of the relevant year.

Said salary payments, provided above, shall be subject to such withholding and other payroll deductions as shall be required by law, or requested by the Superintendent, and determined to be available and proper.

5. **Yearly Goals and Evaluation.** The Superintendent and the Board shall work to mutually develop goals for the Superintendent and the Intermediate School District by July 30th for the ensuing year. The Board shall evaluate the Superintendent at least once during each year, prior to March 30th, considering the goals established by the Board and the Superintendent.
6. **Vacation, Holidays and Personal Business Days.** The Superintendent shall receive fifteen (15) paid vacation days and ten (10) unpaid vacation days per year. The Superintendent shall select vacation during the periods of time least disruptive for the operation of the district. The Superintendent is encouraged to use such vacation annually, but in the event that she is unable to use all of said vacation leave for any year, up to fifteen unused vacation days may be carried forward into the succeeding year.

Twelve (12) holidays per year shall be provided to the Superintendent. They are: July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, the day after Christmas, the day before New Year's, New Year's Day, Presidents' Day, Good Friday, and Memorial Day. Should the above holidays fall on a Saturday or Sunday the Superintendent shall have the option of considering Friday or Monday as the holiday.

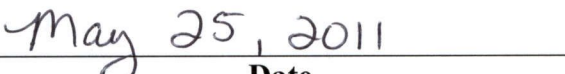
The Superintendent shall receive three (3) personal business days per year. Unused personal days are rolled into accumulated leave time at the end of each year.

7. **Leave.** With Board approval, the Superintendent shall attend appropriate professional meetings at the local, state and national level, subject to Board approval, shall be reimbursed for expenses in connection therewith and for any out-of-pocket expenses incurred on behalf of the Board.
8. **Benefits.** The Superintendent is entitled to full family benefits equivalent to coverage of other Eaton Intermediate School District administrators, including health insurance, dental, vision, life and long term disability. The Superintendent shall contribute \$500 towards the annual premium costs.
9. **Sick Leave.** The Superintendent shall be entitled to one sick day, with pay, per month of employment, to accrue during the term of this Agreement. The Superintendent shall be covered by a Board-paid long-term disability policy; the Superintendent may use a proration of accumulated sick leave time to restore full take-home pay until the accumulated sick leave days are exhausted.
10. **Professional Dues.** Upon prior Board approval, the Board shall pay the membership dues for professional organizations selected by the Superintendent. Other reasonable expenses incurred by the Superintendent in the performance of his duties as the Superintendent of Schools shall be reimbursed to him upon Board approval and presentation of documentation satisfactory to the Board.
11. **Automobile Expense.** The Superintendent will be reimbursed at the district mileage rate for travel necessary to fulfill the responsibilities of the position. As a condition of reimbursement, the Superintendent shall submit mileage reimbursement requests in accordance with applicable Board policy.
12. **Liability Protection.** To the extent permitted by law, the Board shall indemnify the Superintendent in the event she becomes a part or is threatened to be made a party to any threatened or pending suit or proceeding for acts of omission within the scope of her authority as the Superintendent of Eaton Intermediate School District against expenses (including reasonable attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred if she acted in good faith and in a manner she reasonably believed to be in or not opposed to the best interest of the Eaton Intermediate School District. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty and it shall not apply to legal actions between the Superintendent and the Board or the Eaton Intermediate School District.

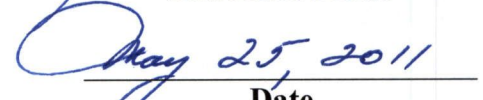
13. **Renewal.** The Board shall review this Agreement annually and the Board shall on or before April 1, 2012 and by April 1st of each ensuing year take official action determining whether the Agreement is extended for an additional year. If the Board takes no action by April 1st, the Agreement shall be deemed to have been renewed for an additional year. On or about March 1st, of each year the Superintendent shall, in writing, advise the Board of this provision, this Agreement shall be extended in the event of no action by the Board.
14. **Exclusion of Tenure.** It is mutually understood and agreed that this Agreement denies tenure to the Superintendent in the above-described position, or any other administrative position in the School District.
15. **Termination of Contract.** In addition to any other rights the School District may have by laws or under this Agreement, this Agreement may be terminated at any time during the term by the Board of for acts of moral turpitude, dishonesty or other reasonable and just cause, but the Board shall not arbitrarily or capriciously dismiss her.
16. **Assignment and Severance.** This Agreement is personal to the parties hereto, being a contract for personal services, and shall not be subject to assignment or transfer in any manner. This Agreement is governed by the laws of the State of Michigan, and should any provision herein be determined to be contrary to such law or unenforceable, such a provisions shall be deemed severed and the remainder of the Agreement shall constitute the agreement of the parties.
17. **Totality of Terms.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Board and the Superintendent have executed this Agreement on the date and year first above written, the Superintendent in person, and the Board by its duly authorized president.


Christine Beardsley


Date


Lawrence Fields


Date