

**BEAVERTON RURAL SCHOOLS
2011-2014
SUPERINTENDENT CONTRACT**

GREGORY G. PAXTON, SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the **Board of Education of the Beaverton Rural School District** (hereinafter "Board") and **Gregory G. Paxton** (hereinafter "Superintendent") that pursuant to Section 1229(l) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the **25th day of April, 2011**, has and does hereby employ the said **Gregory G. Paxton** for a **three (3) year** period commencing on **July 1, 2011**, and ending on **June 30, 2014**, according to the terms and conditions as described and set forth herein as follows:

1. Contract Period. The Board agrees to employ the Superintendent as **Superintendent of Schools** for the term from **July 1, 2011**, up to and including **June 30, 2014**. The Board shall review this Contract with the Superintendent annually, and shall, on or before April 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and will notify the Superintendent of its action in writing. If no action is taken by the Board by April 1 of each year, the Contract shall be deemed to have been extended for an additional year and a new Contract (containing revised dates) will be prepared at such time as the Contract is extended. The Superintendent will remind the Board of this obligation in writing no later than February 15 of each year during this agreement.
2. Evaluation. The Board will evaluate the Superintendent no later than March 31 of each contract year (July 1 - June 30) using criteria and an evaluation process mutually agreed to by the Board and the Superintendent, and shall report the evaluation to the Superintendent. The Superintendent shall have the opportunity to provide the Board with a self-appraisal of his performance in advance of the above noted evaluation.
3. Credentials. The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position. Additionally, administrator agrees, as a condition of his continued employment, to maintain those credentials consistent with the standards established by the North Central Association for accreditation and to meet all continuing education requirements for the position assigned, as and may be required by law and/or by the State Board of Education.

Duties. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board to carry the educational programs and policies of the Beaverton Rural School District during the term of this Contract. Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and to promote efficiency in all areas of his responsibility.

5. Base Salary

- a. The Superintendent shall be paid an annual salary of not less than **\$90,000.00** in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. This is based upon **fifty-two (52) weeks** per contract year (July 1 – June 30) as scheduled by the Board. Compensation is payable in twenty-six (26) equal bi-weekly installments beginning with the commencement of the school year (**July 1, 2011 – June 30, 2014**). The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by Superintendent and the Board, shall become a part of this Contract.
- b. The Superintendent shall be granted vacation time of **thirty (30) days** per contract year. It is expected that such days shall be used during the school year.
- c. A contribution of **\$5,000.00** annually shall be made to a tax-sheltered annuity in the name of the Superintendent. This contribution is non-elective and is in addition to the base salary.

6. Benefits. During the term of this Contract, the Superintendent shall receive the following:

- a. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs, as provided to current Administrators. However, he/she may elect to "opt out" of such benefit and receive an additional \$200 monthly.

- a) Health w/HSA (fully Board funded),
- b) Vision (Family Coverage, per carrier eligibility)
- c) Dental (Family Coverage, per carrier eligibility)
- d) Long Term Disability Insurance.
- e) \$100,000.00 Term Life Insurance

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to the insurance benefits.

- b. The Superintendent will be provided a total of fourteen (14) paid holidays, including Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Years Eve, New Years Day, Good Friday (if provided for in teacher/support staff contracts) and Memorial Day. If the holiday falls on Saturday day will be celebrated on Friday, if the holiday falls on Sunday day will be celebrated on Monday.
 - c. The Superintendent shall be entitled to **twelve (12) sick days** annually, which may be carried over and accumulated to a total of **one hundred forty (140) days**.
 - (1) The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required in the position, with or without reasonable job accommodations(s). Any information obtained from such examinations or inquires shall be considered and treated as confidential.
 - d. The Superintendent shall be entitled to **three (3) personal days** per contract year to conduct personal business.
 - e. The Board shall provide reimbursement for tuition, fees and required expenses at an accredited University, up to a maximum of **\$1,200.00** per fiscal year, upon the successful completion of the class or classes. Approval of the class or classes must be obtained from the Board of Education before attendance begins. Approval will be decided by the Board based on the potential positive impact on the District through the completion of the identified course(s). If Board approval is not received prior to July 1 of each year, a non-elective contribution of **\$1,200.00** shall be made to a tax-sheltered annuity in the name of the Superintendent
 - f. Travel on behalf of the District shall be reimbursed at the IRS rate per mile. In addition, the Superintendent shall receive a **\$300.00** per month stipend to defray automobile expenses.
7. Tenure. The Superintendent shall not be deemed to be granted continuing tenure in the capacity of Superintendent or any other administrative capacity within the District.
8. Professional Liability. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omission coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).
9. Professional Growth. The District shall pay all dues for professional organizations, which the Superintendent and Board deem appropriate for his participation. The District shall pay all travel and expenses to local and in-state conferences and meetings which the Superintendent and Board deem appropriate for his participation. Travel and expenses to out-of-state conferences may be paid pending prior approval of the Board.

10. Termination Provisions. The Superintendent shall be subject to termination of employment during the term of this Contract for good cause, including acts of gross misconduct, fraud, criminal activity or a material breach of the terms and conditions of this Agreement or violation of Board policy, but the Board shall not arbitrarily and capriciously dismiss him during any term of employment.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment by the Board for cause, during the term of this Contract, this Contract shall terminate and the Board shall have no further obligation hereunder.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of the Contract at its expiration or for non-extension during the term of this Contract. The determination of whether to renew or not renew lies within the sole discretion of the Board of Education, so long as such reason is neither arbitrary or capricious constitute under Section 1229 of the School Code.

11. Entire Agreement. This Contract sets forth the entire agreement and understandings between the Board and Superintendent and supersedes any and all prior agreements, representations and/or understandings between the parties. The Superintendent acknowledges and agrees that in executing this Contract he is not relying on any representation by the Board not set forth in this Contract.

The terms of this Contract may not be revised by oral and/or written statements made by individual Board members, or any other representative or agent of the Board. No change or modification of this Contract shall be valid or binding unless it has been formally approved by the Board, and is in writing and signed by the Superintendent and the Board.

12. Dispute Resolution. In the event of any dispute between the parties relating to discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for Resolution of Employment Disputes of, administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 et. seq. and MCR 3.602.

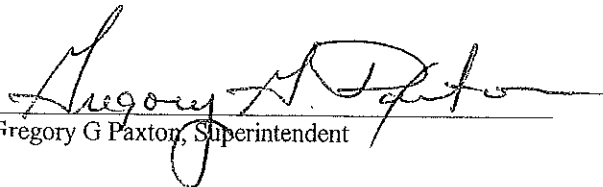
The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights) and does not apply to any claims for unemployment compensation or workers' compensation, which may be brought by Superintendent. Instead, this agreement to arbitrate claims applies to those matters, which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceedings, Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceeding.

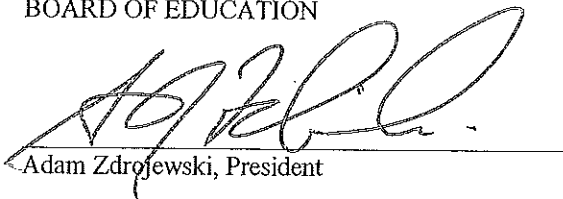
The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of Superintendent to seek to tax such fees as costs against the Board.

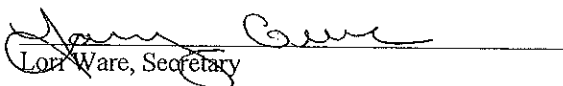
Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Superintendent's discharge during the term of this Contract. The decision and award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 55th Judicial Circuit of Michigan (Gladwin County).

Dated this 9th day of Sept., 2011


Gregory G Paxton, Superintendent

BOARD OF EDUCATION


Adam Zdrojewski, President


Lori Ware, Secretary