

**SUPERINTENDENT
Employment Agreement**

THIS AGREEMENT made and entered into this 27th day of June 2011, by and between COLUMBIA SCHOOL DISTRICT, of Jackson County, Michigan (herein called the "District"), and **BRENT D BEAMISH**, of Brooklyn Michigan (herein called "Superintendent").

WITNESSETH:

The District agrees to employ BRENT D BEAMISH, as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement.

1. Term. The term of employment shall be for the period from July 1, 2011 to and including June 30, 2013 (the "term"). The Board, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year.

2. Qualification and Duties. During the term and any extension or renewal thereof, Superintendent agrees to:

- (a) serve the District as its Superintendent of Schools and perform the duties required by law;
- (b) obey, fulfill and implement the policies of the Board of Education of the District;
- (c) carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;
- (d) keep the Board of Education cognizant of information which may be of importance to its members;
- (e) prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
- (f) promote good community relations;
- (g) prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
- (h) represent the District in dealing with other organizations, school staff, the public, and news media;
- (i) develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
- (j) devote his full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education in writing. (Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional activities which are not inconsistent with the full performance of his duties as (Superintendent.)

3. Certification and Qualifications. Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, including the completion of continuing education requirements as required by Section 1246 of the Revised School Code, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder.

4. Compensation. For his services as Superintendent of Schools, the District agrees to pay Superintendent a salary of **\$107,161 (One hundred seven thousand and one hundred sixty-one dollars)** payable in not less than twenty-six (26) bi-weekly installments. Before the end of each year of the term, the Board of Education will meet to consider a salary adjustment for the Superintendent for the following fiscal year. Any salary adjustment shall not reduce the annual salary below the annual salary during the first year of the term. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.

5. Tax-Deferred Annuity. The Superintendent may elect to defer a portion of Superintendent's salary up to the maximum amount excludable from Superintendent's federal gross income under Section 402(g) of the Internal Revenue Code of 1954, as amended, to purchase a tax shelter annuity contract for Superintendent from a mutually acceptable insurance company, which contract qualifies for income tax treatment under Section 403(b) of the Internal Revenue Code of 1954, as amended.

6. Insurance Benefits. For his services as Superintendent of Schools the District shall, at its expense, make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs, except Superintendent shall make a premium contribution of \$650 per year (\$25 per pay period based on 26 pays), but in no event less than the amount contributed by members of the teacher bargaining unit.

(a) MESSA – Negotiated PPO

Delta Dental Plan E-07

80/80/90: \$800 (COB)

\$15,000 term life and AD&D

Long term disability - 66 2/3%; \$2,500.00 maximum monthly benefit, 90 calendar day, modified file waiting period, freeze on offsets, alcohol/drug and mental/nervous 2 year limitation

(b) Additional term life insurance and AD&D in an amount equal to One Hundred Fifty Thousand (\$150,000) Dollars.

The District reserves the right to change the identity of the insurance carrier, policy holder, or third party administrator for any of the above coverage's, provided that comparable coverage, as determined by the District, is maintained during the term of this Agreement. The District shall not be required to remit premiums for any insurance coverage's for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator.

7. Holidays, Vacation and Leaves of Absence. Superintendent is entitled to the following holidays, vacation and leaves of absence:

(a) Superintendent shall be entitled to the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

(b) Superintendent shall be granted Twenty (20) workdays of vacation, exclusive of the above holidays, during each year of this Agreement. Vacation periods shall be selected by Superintendent during periods of time least disruptive to the operations of the District. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board.

(c) If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed one (1) sick day per month. Unused paid leave days shall be cumulative to a maximum of one-hundred ninety-seven (197) days for absence due to personal illness or disability of Superintendent. The parties agree that as of July 1, 1997 Superintendent has 0 unused and accumulated sick days. When the Superintendent's employment with the District is terminated, unused sick days will be paid to the Superintendent.

(d) Superintendent shall be entitled to two (2) personal business days each year of this Agreement. Any unused personal business days shall be added to Superintendent's accumulated sick leave days.

8. Automobile Expense or Allowance. Superintendent shall receive a monthly automobile allowance of Five Hundred and no/100ths (\$500) Dollars. District shall also reimburse Superintendent at the applicable IRS rate per mile for school business trips beyond a thirty-five (35) mile radius from the District's administrative offices. On or before January 15 of each year Superintendent shall provide the District with an adequate accounting of his school business automobile expenses for the preceding calendar year. If the expenses for such year are less than the allowance and expenses paid in such year, the difference shall be reported as additional compensation as required by applicable IRS regulations. If the expenses for such year are more than the allowance and expenses paid, the Superintendent may deduct the difference on his personal income tax return as permitted by applicable IRS regulations, but no additional payment or reimbursement shall be due. Superintendent shall use his own automobile for school purposes and shall receive no mileage or other reimbursement from the District for such use other than as provided above.

9. Business Expense. Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education, shall be reimbursed upon timely submission of receipts and reports of expenditures; provided, however, no District funds will be used for alcoholic beverages and no reimbursement shall be made therefor. All such expenses must be approved by the Treasurer of the Board of Education.

10. Professional Meetings, Memberships and Tuition Reimbursement.

(a) The Superintendent may attend professional educational meetings and workshops at the local, state and national levels. The actual and necessary expenses of Superintendent's attendance shall be paid or reimbursed by the District in accordance with the District's per diem expense and reimbursement procedures.

(b) The District shall, within budgetary guidelines, pay the membership fees and dues for the Superintendent to join the American Association of School Administrators, the Michigan Association of School Administrators and such other professional associations as deemed necessary by the Superintendent to keep him well informed about activities and information related to the operation of a school district.

(c) The District shall reimburse the Superintendent up to One Thousand Five Hundred and no/100ths (\$1,500.00) Dollars per year for actual and necessary costs associated with college or university classes related to his position.

11. Evaluation. The Board of Education shall evaluate the Superintendent in writing at least annually, not later than April 1. Before September 1 of each year of this Agreement, the Board shall list in writing the goals to be achieved by the Superintendent during each year. The Board of Education and the Superintendent shall agree on the length of time for him to accomplish the goals, the resources provided the Superintendent and the means of measurement used in determining whether or not the goals have been met. If the Board of Education and the Superintendent are unable to agree on such matters, the ultimate decision shall rest with the Board. The written goals and the Superintendent's written job description shall be the primary tools used by the Board in evaluating the Superintendent's performance. If the Board desires to add an area not included in the goals or job description, it may be added as a goal for the following year.
12. Medical Examination. The District agrees to pay the cost of an annual physical examination to the extent such cost is not covered by the Superintendent's health insurance. The District may request release of medical information necessary to determine if Superintendent is capable of performing the duties required in his assignment. The District may require that the Superintendent have a comprehensive medical examination as may be necessary and to the extent permitted by the Americans With Disabilities Act. Medical information provided under this Agreement shall be treated as confidential by the District. If the District exercises its prerogative to require a medical examination, the cost thereof shall be paid by the District to the extent not covered by health insurance provided by the District.
13. Nonrenewal Notice. The Superintendent shall give at least ninety (90) days' notice in writing to the District of the Superintendent's intention to terminate this Agreement. Notice of non-renewal by the District shall be given at least ninety (90) days before the expiration of this term of this Agreement, as required by Section 1229(1) of the Revised School Code, as amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).
14. Tenure. Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld, but if Superintendent has tenure as a classroom teacher, Superintendent shall continue to have such tenure only as a classroom teacher in accordance with the Michigan Teachers' Tenure Act.
15. Residence. The Superintendent shall, as a condition of his employment, reside within a twenty (20) mile distance of the District's nearest boundary during the term of this Agreement, including any renewals or extensions.
16. Assignment. This Agreement is for personal services and is not assignable.
17. Termination for Cause. This Agreement may be terminated at any time for just cause by either the Superintendent or the District. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations herein set forth and Superintendent's inability to perform his position responsibilities for a period of ninety (90) work days or more due to mental or physical disability. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he shall assume the cost of his legal expense.
18. Professional Liability Insurance. The District agrees to pay the premium amount for errors and omissions insurance for school employees of which includes the Superintendent. The policy limits for this coverage shall be not less than \$1,000,000 per occurrence, with an aggregate policy limit of \$1,000,000. The sole obligation undertaken by the District shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the District shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the District agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as authorized under MCLA 691.1408.
19. Arbitration and Governing Law.
 - (a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority.
 - (b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
 - (c) The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.

20. Miscellaneous.

(a) This Agreement contains the entire agreement and understanding by and between the District and the Superintendent with respect to the employment of Superintendent, and no representations, promises, contracts, or understanding, 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 the employment of Superintendent by the District are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by Superintendent and the District. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

(b) 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 the Agreement to any party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

IN THE PRESENCE OF:

COLUMBIA SCHOOL DISTRICT

By: Randy Schief
President

By: W. J. [Signature]
Secretary

Ann Dyjach

Brent Beamish
BRENT D. BEAMISH
Superintendent