

**BEECHER COMMUNITY SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT
SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Beecher Community School District (hereinafter "Board") and Dr. Josha Talison (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on February 4, 2015, has and does hereby employ Dr. Josha Talison for the period commencing on July 1, 2015 and ending on June 30, 2018 according to the terms and conditions as described and set forth herein as follows:

1. Administrative duties shall be performed by the Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Superintendent represents that he possess, holds 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 assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned and required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. 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 out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees to devote substantially all other business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.
4. The Superintendent shall be subject to reassignment and transfer during the duration of this contract; provided however, that the reassignment and transfer cannot be made for arbitrary or capricious reasons and Superintendent shall be provided all rights and benefits of this contract in the new assignment for its duration.

5. The Superintendent shall not be deemed to have in the District tenure as Superintendent or tenure in any other administrative position.
6. The Superintendent may be subject to discharge during the term of this contract only for good and just cause. The Board shall not arbitrarily or capriciously dismiss him. No discharge during this contract shall be effective until written charges have been served upon him, and he shall have an opportunity for a fair and impartial hearing before the Board after ten (10) days notice in writing. At such hearing, he may have legal counsel at his expense.
7. Whenever any civil action has been or shall be brought against the Superintendent arising out of and in the course of the performance of his lawful and constitutional duties under this contract, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom. The Board will arrange for and maintain appropriate insurance to cover all such damage, losses and expenses.
8. The Board agrees to pay the Superintendent for the performance of this contract at the annual rate of \$120,000 per full fiscal year (July 1 through June 30). The annual salary shall be paid in 26 equal biweekly installments.

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract, and shall revisit and discuss yearly a salary increase. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. 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. No salary adjustment shall be less than the previous year's salary.

9. The Superintendent's performance shall be evaluated by the Board annually, not later than November 30, 2015 and every December 1st thereafter using multiple rating categories that take into account data on student growth as a significant factor.
10. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.
If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of any leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second in this context is precluded by the Family and Medical Leave Act.

11. 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 and be provided the same health, dental, term life (Superintendent only), vision and long term disability insurance provided to other administrators employed by Board.
12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, 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 coverages 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 insurance benefits.
13. The Superintendent is entitled to the following holidays for which no service to the School District is required: Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day and Christmas vacation as granted to teachers, New Years Eve, New Years Day, Martin Luther King Day (if school is not in session), President's Day as with teachers, Good Friday, and Memorial Day.

14. The Superintendent is entitled to twenty-five (25) days of vacation annually, exclusive of legal holidays, to be pro-rated for partial fiscal years. Vacation days shall be paid within the fiscal year in which they are earned, provided, however, that no more than five (5) vacation days may roll over into the next fiscal year. Vacation days shall not be accumulated.
15. Superintendent shall be entitled to fourteen (14) sick days and four (4) personal business days to be used throughout the school year.
16. The Superintendent shall attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his expenses in connection therewith up to \$2,000 annually and any expenses over this amount would require Board approval. Superintendent will always make Board aware of meetings out of state. The Superintendent shall be eligible to be reimbursed for travel, meals, lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Superintendent shall be required to present an itemized account of his reasonable expenses in accordance with direction of the Board or its designee.
17. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contract 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 the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of the Board. No valid waiver or 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.

18. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall be in full force and effect without said provision(s).
19. The district will provide the Superintendent with a cellular telephone and laptop computer, association dues for organizations that are relevant to his job title, an annuity of \$1,500 yearly (to be paid in two (2) installments to an approved 403(b) tax-sheltered provider identified by the Superintendent), \$500 degree stipend at the completion of each school year of active services under this Agreement if he holds a doctorate degree from an accredited college or university, and the Board recognizes that the Superintendent participates in the Member Investment Plan of the Michigan Public School Employees

Retirement System. The Superintendent's compensation will be increased by an amount equal to the contributions required by participation in the Michigan Investment Plan.

20. The Superintendent and Board shall collectively agree as to whether an extended year can be given at the time of evaluation or a new two (2) year will be given one (1) year in advance of the established termination date of the original contract date.
21. If for any reason the Superintendent intends to vacate his job, he must give the Board a sixty (60) day written notice.
22. This Agreement is executed on behalf of the Beecher Community School District pursuant to the authority granted as contained in the motion of the Board adopted on February 4, 2015, the same being incorporated herein by reference.

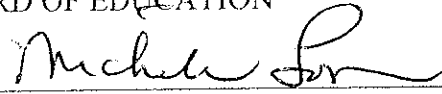
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

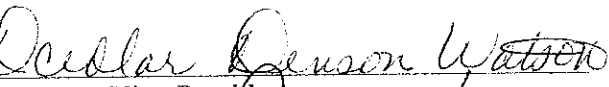
Date: 2/25/15

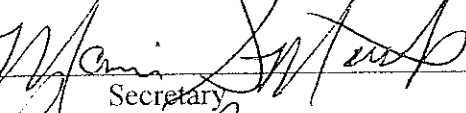

DR. JOSHA TALISON, SUPERINTENDENT

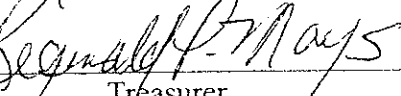
BEECHER COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

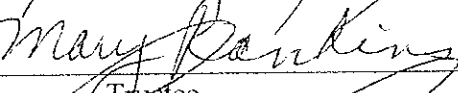
Date: 2-25-2015

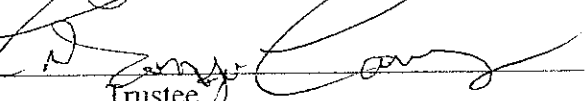
By: 
President

By: 
Vice President

By: 
Secretary

By: 
Treasurer

By: 
Trustee

By: 
Trustee

By: _____
Trustee