

**VESTABURG COMMUNITY SCHOOL
CONTRACT OF EMPLOYMENT**

JEFFREY BEAL

Superintendent

It is hereby agreed by and between the Board of Education of the Vestaburg Community School District (hereafter "Board") and Mr. Jeff Beal (hereinafter "Superintendent") that pursuant to the Revised School Code of the State of Michigan, the Board in accordance with its action found in its minutes, has and does hereby employ the said Jeffrey Beal as Superintendent for the period commencing on March 1st, 2012 and ending on June 30, 2014 according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. The salary for such position to be determined by Board policy on administrative compensation.
2. The Superintendent represents that he possesses, 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. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications for the position assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of superintendent as required. The Superintendent agrees to faithfully perform those duties assigned and to comply with the directives of the Board respect thereto. Further, The 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 for which he is responsible during the entire term of this Agreement. Further, The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. The Superintendent shall be paid a salary of eighty nine thousand (\$89,000). The salary shall be paid in equal installments on the 7th and 22nd of each month during the applicable period of July 1 through June 30. The Board hereby retains the right to adjust the salary of The Superintendent during the term of this contract, which any such salary adjustment shall not reduce the salary below the minimum salary prescribed hereinabove. Any adjustment in

salary made during the term of this contract shall be in the form of written amendment and when executed by The Superintendent and the Board, shall become a part of this contract.

5. The Superintendent is employed on a basis of 260 days of work per year (July 1 through June 30) as agreed upon by both Mr. Beal and the Board of Education. A work schedule being submitted by July 1 for the ensuing year will show the school calendar (176 days) *More than three (3) consecutive vacation days during the school calendar days may be made with prior notification at the discretion of the Board.
6. The Superintendent's performance shall be regularly evaluated by the Board of Education on or by March 1st of each calendar year and presented at the March board meeting.
7. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his position responsibilities for a period of sixty (60) consecutive days or more due to mental or physical disability. Further, the Board shall be entitled to terminate The Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if the Superintendent materially breaches the terms and conditions of this agreement. In the event that the Board undertakes to dismiss the 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 during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder. This contract may be non-renewed at its conclusion at the discretion of the Board. Non-renewal shall be done in conformance with requirement of the Michigan School Code.
8. Additionally, in the event this contract is terminated the Superintendent shall be given at least ninety (90) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this contract.
9. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in any administrative position to which he is assigned under the terms of this contract or in any capacity other than that of a classroom teacher, should the probationary period requirement for tenure as a teacher be fulfilled, by virtue of this contract or any assignment with the School District. Nor shall decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher as may be required by tenure law, be

deemed a breach of this Agreement or a discharge or demotion within the provision of the Michigan Teachers' Tenure Act.

10. The Superintendent shall submit to such medical examination, supply such information and execute such documents as may be required by any underwriter, policy holder, or third party administrator 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 that the Superintendent 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 physical capability and/or mental competency of Administrator to perform his duties. Medical information provided under this Agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

11. Upon proper application and acceptance of enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurance programs:
 - A. Health Insurance – 100% of appropriate monthly premium
 - B. Dental Insurance – 100% of appropriate monthly premium
 - C. Vision Insurance – 100% of appropriate monthly premium
 - D. Term Life Insurance – \$100,000

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, 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 the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.


13. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expenses not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, action, or legal proceeding.

14. The Superintendent may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District.
15. The Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with the expense reimbursement procedures established by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of Board or its designee.
16. 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 the employment of the Superintendent by the Board, is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and 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.
17. 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.
18. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in a resolution adopted by the Board on June 28, 2010, the same being incorporated herein by reference.
19. The following fringe benefits will be provided to the Superintendent by the Board:
 - A. Fourteen (14) personal leave days per year (to be used for illness or personal business).
 - B. Twenty (20) Vacation Days annually – (Days shall be in addition to the twelve (12) holidays given to all staff). Up to Five (5) unused vacation days may be carried over to the subsequent year.
 - C. Five (5) days of bereavement leave deducted from accumulated Personal Leave. More days may be used at the approval of the Board.

- D. Tuition reimbursement for six (6) hours of graduate course work related to area of responsibility.
- E. Dues to following professional organizations will be paid; American Association of School Administrators (AASA), The Michigan Association of School Administrators (MASA, the MASA Regional dues in which the school district is located, Association for Supervision and Curriculum Development (ASCD), as well as other appropriate affiliations as approved.

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

Date: 4-18-2012




Jeff Beal, Superintendent

Date: 4/19/2012



Lynn Van Sickler, Board President

Date: 4-19-12



Witness