

CONTRACT OF EMPLOYMENT:

Superintendent

It is hereby agreed by and between the Board of Education of the Beal City School District (hereinafter "Board") and Jason Lundin (hereinafter "Administrator") 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 December 16, 2024 the Board approved a three year and six month contract commencing January 1, 2025 and ending June 30, 2028. The Board shall, at its regular December Board Meeting, take official action through the evaluation process whether to extend this contract. The Board shall notify the Superintendent of its actions, in writing annually.

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board. If the Administrator is subject to assignment and transfer to another administrative position, the salary for such position shall not be less than immediately preceding the year's salary.

2. Administrator 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. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Administrator 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. Administrator 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.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- Present his recommendations to the Board on any subject under consideration by said Board;
- Attend each meeting of the Board;
- Serve as an ex officio member of each committee established by the Board excluding the sick leave bank committee.

The Superintendent shall have freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgement best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the

superintendent subject to approval by the Board; and the board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

4. Administrator shall be paid at an annual (twelve month) salary rates included in the table below in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Year	Salary
March 26, 2024 - June 30, 2024	\$34,715
July 1, 2024 - June 30, 2025	\$131,000
July 1, 2025 - June 30, 2026	\$133,620
July 1, 2026 - June 30, 2027	\$136,292
July 1, 2027 - June 30, 2028	\$137,000

The annual salary shall be paid in twenty-six (26) bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30).

The Board hereby retains the right to increase the annual compensation of the Administrator during the term of this Contract. Any increase in compensation made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. Vacation days should be used within the fiscal year for which they are made available. If there are additional unused vacation days, a maximum of five days can be converted to sick days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

6. Administrator's performance shall be evaluated and reviewed by the Board annually, not later than December 31. The Superintendent shall be evaluated with a mutually agreed upon tool. If the Superintendent receives an Effective or Developing evaluation, this contract will extend an additional year.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for good and just cause or if Administrator materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, he/she 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 this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of the Administrator'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 the purpose of recovery. The Administrator 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 Administrator during this interval to the extent required by law, up to the cap. Upon utilizing leave under this provision, Administrator 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 Administrator, it may require a second opinion, at Board expense.

Administrator 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 Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and his 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, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned.

10. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be a Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. The Board of Education will provide the Superintendent with the following benefits:

- Family health, dental, vision. Long-term disability insurance employee only. Superintendent will be responsible for all health insurance costs that exceed the current cap limit established by PA 152 of 2011. Superintendent will also be responsible for 20% of dental and vision rates.
- Life Insurance in the amount of 2XBase Salary.
- The Superintendent shall be granted 3 personal days per year, accumulate to a maximum of 8 days.
- The Superintendent shall be granted 12 sick days per year. Absences three days and longer may require a doctor's slip, at the discretion of the Board. Ten sick days per year may be used for the illness of an immediate family member. Unused paid leave days hereunder shall be cumulative to a maximum of 180 days for absence due to personal illness or disability of Administrator.
- The Superintendent must give 60 days' notice of leaving the school district. When employment with the district ends, if 60 days' notice was given, the superintendent will be paid half of the teacher sub rate for each sick day up to a maximum of 100 days; five years of service as an employee of the Beal City Public Schools are necessary in order to qualify.
- When the superintendent's application for retirement has been submitted to ORS, and if the Superintendent has been employed by the district for no less than 10 years, the Superintendent shall receive 4% of current base salary upon retiring from Beal City Public Schools.

12. Administrator is entitled to the following holidays for which no service to the School District is required: New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years Eve Day.

13. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his expenses in connection there with and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. All out of State travel and/or overnight stays for professional meetings must have Board pre-approval. The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and M.A.S.A. Region in which the School District is located as well as other appropriate affiliations as approved by the Board.

14. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a government function and while the Administrator is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Administrator. The sole obligation undertaken by the Board 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 Board shall have the right to discontinue said coverage and shall so notify Administrator. In the event, the Board agrees on a

case-by-case basis to consider providing legal defense and/or indemnification to the Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

15. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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 Administrator 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 change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator 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.

16. In the event of any dispute between the parties relating to discharge of Administrator during the term of the 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 the Resolution of Employment Disputes of, and 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 Administrator arising from Administrator's discharge during the term of his 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 the Administrator 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 the Administrator. 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 the Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator 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, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of the Administrator 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 Administrator's discharge during the term of this Contract. The Decision and

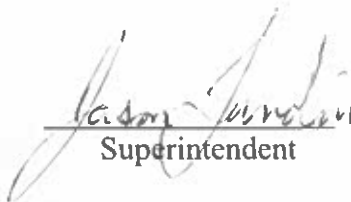
Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 21st Judicial Circuit of Michigan (Isabella County).

17. 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 continue in full force and effect without said provision(s).

18. This Agreement is executed on behalf of the Beal City School District pursuant to the authority granted as contained in the resolution of the Board adopted on December 16, 2024, 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: 5/19/25



Superintendent

Beal City Public Schools Board of Education

Date: 6/2/25

By 
President

Date: 6/2/25

By 
Secretary