

**CLAWSON PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT, is made and entered into in Clawson, Michigan, on the 14th day of May, 2012, by and between **CLAWSON PUBLIC SCHOOLS**, a Michigan General Powers School District (hereinafter the "School District" or "Board of Education") and **Monique M. Beels**, (hereinafter the "Superintendent"), beginning July 1, 2012.

This Contract revokes and otherwise supersedes any and all other contracts or agreements that may be in effect as of this date, which concern the employment relationship between Superintendent and the School District.

IT IS AGREED:

1. **Employment Term:** The School District hereby employs Superintendent and Superintendent agrees to work for the School District commencing upon the date this Contract is entered and ending on June 30, 2015, subject to all covenants and conditions of this Contract. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code. It is understood and agreed by Superintendent that her employment hereunder is at all times conditional upon her eligibility to be employed in accordance with and as evidenced by her compliance with the criminal history, background check and reporting statutes applicable to public school district personnel. Superintendent shall comply with all applicable criminal history, background check and reporting statutes.

2. **Duties:** Superintendent shall have charge of the administration of the schools under the direction of the Board of Education. Superintendent shall be the chief executive officer of the School District; shall direct and assign teachers and other employees of the schools under her supervision; shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, subject to approval of the Board of Education; shall select all personnel, subject to the approval of the Board of Education; shall be responsible for ensuring all personnel are properly evaluated in accordance with all laws, School District policies and regulations; shall be responsible for ensuring School District compliance with all School District contractual obligations; shall, from time to time, recommend to the Board of Education regulations, rules and procedures deemed necessary for the well ordering of the School District; and in general, perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board of Education from time to time. Superintendent shall provide timely administrative recommendations on each item for which a Board of Education decision is scheduled to be made. Superintendent's obligations hereunder shall be irrespective of the size or staffing of the School District's administration.

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3. **Salary:** The School District agrees to pay Superintendent for the 2012-2013 school year a salary of One Hundred forty Thousand Dollars (\$140,000) per annum. The amount of salary may be adjusted by action of the Board of Education for the School District from time to time thereafter, but shall, in no event during the term hereof, be less than One Hundred Forty thousand dollars per annum. Superintendent agrees to devote time, skill, labor and attention to this employment and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District.
4. **Work Year:** Superintendent shall perform her duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30). For purposes of calculating a daily rate, the work year shall be considered to be 223 work days – (365 calendar days minus 104 weekend days, 25 vacation days, and 13 holidays.) Superintendent shall be expected to attend meetings of the Board of Education and committees established by the Board of Education and to attend and participate in School District functions, or on occasion, other civic activities that have relation to the School District's interests within the community serviced by the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be forthcoming for such attendance.
5. **Tenure:** It is expressly agreed that Superintendent shall not be deemed to be granted continuing tenure in the capacity as Superintendent or in any other administrative capacity by virtue of this contract of employment.
6. **Evaluation:** Annually, but no later than February 1 of each calendar year, or any other date required by law or which the Board of Education may establish, the Board of Education shall review and evaluate the Superintendent as required by law and any evaluation instrument adopted by the Board of Education which evaluation shall include but not necessarily be limited to evaluation of the Superintendent's progress toward meeting established goals, student growth, staff efficacy and working relationships with the Board of Education, the staff, and the community. The Board of Education may, in such context, consider adjustments to Superintendent's annual salary for school years beginning with the 2013-2014 school year and the 2014-2015 school year. If no adjustment is made, the salary shall remain at its last established level. Superintendent shall, by no later than September 1 of each year, or any other date required by law or established by the Board of Education, inform the members of the Board of Education of her commitment to review and evaluate her employment performance and the date by

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when same shall be done, pursuant to this provision. Superintendent's evaluation shall be made in context of an evaluation instrument the form of which shall be established by the Board of Education with input from the Superintendent and said instrument shall contain identified goals and objectives for the Superintendent for each school year. Superintendent shall work with the Board of Education to develop School District and personal goals for the following school year. Goals for each school year must be completed by October 1 of that school year or by any date required by law or established by the Board of Education. Said goals and objectives shall serve as the basis for the Superintendent's year-end evaluation. Consideration shall be given to extending the term of the contract beyond June 30, 2015 at the end of the second year of the contract.

7. **Certificate**: Superintendent represents that he/she possesses the educational, professional and all other qualifications required by Section 1246 of the Revised School Code and shall, during the term of this contract, take whatever actions as may be required to obtain and/or maintain any required certification from the Michigan Department of Education to continue serving as Superintendent.
8. **Conflict of Interest**: Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by law. Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, Superintendent shall make full disclosure of same to the trustees of the Board of Education for its review and reasonable disposition, which reasonable disposition shall be controlling and complied with by Superintendent.
9. **Other Work**: Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by Superintendent in the discharge of Superintendent's responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities. Any other work must, in any event, be approved by the Board of Education in advance.
10. **Professional Activities**: Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Within budget constraints and as approved in advance by the Board of Education, Superintendent is entitled to be reimbursed for the reasonable costs in connection with such attendances and participations at State and national levels. Superintendent is additionally entitled to be reimbursed for the reasonable costs incurred in attending and participating in local professional activities and

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conferences within the metropolitan Pontiac/Detroit area as Superintendent may deem to be appropriate on behalf of the School District.

11. **Membership Dues:** Within budget constraints, the School District shall pay the cost of Superintendent's membership in educational, professional and local civic organizations.
12. **Medical Examination:** In light of the unique nature of the professional duties of Superintendent, the School District, shall at its expense, provide for a complete medical examination of Superintendent each year. Any report of the medical examination shall be provided by the examining physician to Superintendent. The Board of Education shall be advised in writing by the physician of the continued medical fitness of Superintendent to perform her duties. The Board of Education's President shall have the right to receive a copy of the examining physicians report from Superintendent if the Board of Education reasonably believes that the physical fitness of Superintendent is in doubt. The Board of Education additionally reserves the right to direct Superintendent to an examining physician for a medical report if, in its judgment, there are circumstances which warrant verification of either the physical or psychological competence of Superintendent. The reports from both the annual examination and the latter examination may be shared by the Board of Education's President with the other trustees, but shall at all times be maintained in confidence by the Board of Education's President and Trustees. Failure to maintain said confidentiality shall subject the Board, as well as the offending individual member, to collective and/or personal liability.
13. **Board of Education Meetings:** Among other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board of Education or the President's delegate and forward same to each member of the Board of Education, along with recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.
14. **Fringe Benefits:** Superintendent shall be entitled to the following fringe benefits while employed by the School District:
 - A. **Term Life Insurance Coverage:** Superintendent shall be entitled to receive coverage under a term life insurance policy equal to \$200,000 Dollars.
 - B. **Other Insurance Benefit Coverage:** Other than term life insurance benefit coverage, as above provided, the School District shall provide

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Superintendent the same insurance benefit coverages and on the same terms and conditions as are presently provided to other certified administrators employed by the School District or as otherwise required by law or Board of Education resolution with respect to any mandated employee contribution and/or increased costs for said coverage. Superintendent acknowledges that these benefit coverages may be modified or changed, from time to time, by resolution of the Board of Education and that, in so doing, that will alter these conditions and benefits.

- C. Vacation Leave: Superintendent's shall be entitled to twenty-five (25) vacation days each school year. Any vacation days unused within a given school year may be used during a thirty (30) day period following the end of the school year. Superintendent may not bank any unused vacation days after the thirty (30) day period subsequent to the close of the fiscal year. The Superintendent shall notify the Board President or his/her designee, in a timely manner, of her intent to make use of vacation time exceeding five (5) consecutive school days.
 - D. Personal Illness/Injury Leave: Superintendent shall annually be entitled to the use of fifteen (15) workdays as leave for personal illness/injury. Any such leave days unused within a given work year shall accumulate and be available for use in later years within the term of this Contract, but shall not be available for reimbursement upon her termination from employment. Use of three (3) or more consecutive leave days may require a doctor's note verifying the medical reason for the absence.
 - E. Holidays: The Superintendent shall be entitled to legal holidays consistent with those provided to other employees of the School District.
15. Out-of-School District Automobile Travel Allowance: Superintendent shall be required at her own expense to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities as well as to attend out-of-School District conferences and meetings in the course of Superintendent's duties. The School District shall reimburse Superintendent, during the term of the contract, for the expenses attendant to out-of-School District travel conferences in her automobile, pursuant to the established mileage rate for travel for executive administrators in effect at the time, for travel outside of the boundaries of Clawson Public Schools. District Mileage Report Forms must be kept by Superintendent to verify mileage reimbursements.
16. MPERS Contribution: The School District shall assume the costs of the employer contributions to the Michigan Public School Employees Retirement

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System (MPERS) on behalf of the Superintendent, as may be required by law. The employee's portion will be the responsibility of the Superintendent.

17. **Tax-Deferred Annuity Program:** The School District shall provide Superintendent with a tax sheltered annuity contribution of Six Thousand and 00/100 Dollars (\$6,000.00) for services rendered each year of this contract. The Superintendent may choose from annuity programs currently offered by the district.
18. **Expense Reimbursement and Advances:** Each year during the term of this contract Superintendent shall be provided an expense allocation of Two Thousand and 00/100 Dollars (\$2,000.00) in the School District's budget for miscellaneous costs and expenses incurred during the course of performing her duties. Said budget allocation shall be available for purposes of reimbursement for expenses incurred by Superintendent upon her submission of receipts to the School District's business office identifying the business purpose for incurring the expense and any other documentation required by Federal and State taxing authorities.
19. **Termination of Contract:** In addition to any other rights the School District may have by law or under this Contract, this Contract may be terminated at any time during its term by the School District for acts of moral turpitude, misconduct or if Superintendent violates any of the terms or covenants of this Contract. In such event, Superintendent shall be advised, in advance, of the Board of Education's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at Superintendent's option. In the event Superintendent elects to contest the Board of Education's disposition in regard to such termination following such hearing, Superintendent shall have the right, within 3 business days of the Board of Education's disposition, and exclusive of any other right or remedies available at common law or by statute, to demand an arbitration, the award arising out of which shall be binding on the School District and Superintendent and enforceable in any court of competent jurisdiction in this State. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on the selection of an arbitrator within ten (10) business days of the date of a timely demand for arbitration, Superintendent shall have three (3) business days to commence an arbitration through the American Arbitration Association for processing under their Voluntary Labor Arbitration Rules. Such arbitration, the resultant arbitrator and

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any arbitration award shall be subject to the same terms and conditions and limitations hereunder applicable to an arbitration before an agreed upon arbitrator not selected through the American Arbitration Process. A failure to adhere to any of the deadlines set forth herein shall forever bar Superintendent's right to arbitrate or contest the Board of Education disposition in question. Each party shall bear its own costs and fees incurred pursuant to any arbitration hereunder. Superintendent shall pay all costs and attorney fees incurred by the School District in defending any court action commenced in violation of or barred by the foregoing provision or any bar referenced below.

The foregoing notwithstanding, this Contract may be terminated, without recourse by Superintendent, for any one or more of the following reasons:

- A. Fiscal necessity as defined as a fund balance less than five percent of annual projected revenues as determined by the Board of Education in its sole discretion.
- B. A decision to share superintendent services with another public school district.
- C. A consolidation which includes the School District.
- D. A decision to contract for superintendent services through an intermediate school district.
- E. Superintendent's failure to comply with applicable criminal history, background check and reporting statutes.
- F. Superintendent's incapacity.
- G. Superintendent's failure to comply with or continued compliance with any and all applicable certification or continuing education requirements imposed by law or regulation or School District policy.

A termination for reasons A through D above shall result in a severance payment equal to one year of salary.

A termination for any of the reasons in E through G above shall be final, shall not be subject to arbitration or a court proceeding for relief, and Superintendent hereby waives any right to a trial by judge or jury with respect to the contesting of any such termination.

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20. **Extension or Nonrenewal of Contract:** Superintendent acknowledges that she has no expectation of employment by the School District beyond the established expiration date. The decision whether to renew the contractual relationship is solely that of the Board of Education for the School District. The Board and Superintendent will meet and confer relative to the extension of the original contract for a term beyond June 30, 2015 not later than April 1, 2014.
21. **Severability:** If any provision or segment of this Contract shall be determined by a court of competent jurisdiction to be unlawful and/or unenforceable, then such provision or segment shall be deemed to be severed from the remainder of the Contract and the Contract shall otherwise be in full force and effect.
22. **Professional Liability:** To the extent permitted by law, the School District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident arose while Superintendent was acting within the scope of her employment and provided further, the incident was not caused by Superintendent's gross negligence.

The Board of Education shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance, subject to the limitation on the School District's indemnity obligation as set forth above. In no case will individual Board of Education members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.
23. **Totality of Terms:** This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

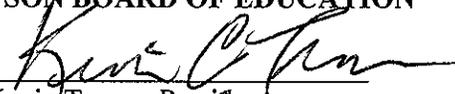
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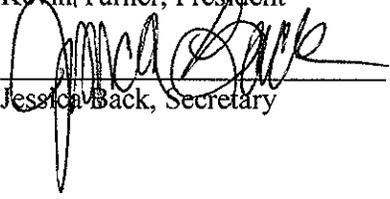
IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.

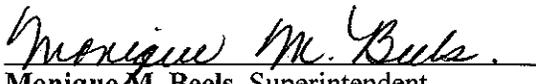
CLAWSON BOARD OF EDUCATION

By:


Kevin Turner, President

And:


Jessica Back, Secretary


Monique M. Beels, Superintendent

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