

**ADMINISTRATIVE CONTRACT
SUPERINTENDENT/PRINCIPAL
WHITEFISH TOWNSHIP COMMUNITY SCHOOLS**

THIS AGREEMENT, made and entered into at Paradise, Michigan this 9st day of May, 2011 by and between the Whitefish Township Community School Board of Education (hereinafter called the "Employer") and Nathaniel Beelen (hereinafter called the "Employee") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995).

1. The Employer hereby hires the Employee, and the Employee agrees to work for the Employer, for a term commencing on July 1, 2011 and ending on June 30, 2012 subject to all the covenants and conditions of this Agreement. The Employer shall review this contract with the Employee annually, and shall, on or before June 30 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Employee of its action in writing. If no action is taken by the Employer, the contract shall be deemed to have been extended for an additional year. Salary, fringes and other economic items shall be open for negotiations at the conclusion of the 1st year and each year ensuing.
2. Employee shall perform the duties of Superintendent/Principal of Schools as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Employer.
3. Employee represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent/Principal of Schools. If, at any time, the Employee fails to maintain all Certificates, credentials and qualifications for this position of Superintendent/Principal of Schools as required herein, this contract shall automatically terminate and the Employer shall have no further obligations hereunder.
4. The Employee agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the School District including, but not limited to, those required by the School Code. He will act as an advisor to the Employer on matters pertaining to the School Administration or the School District and he will inform the Employer as to administrative action taken on his behalf.
5. The Employee shall recommend, effect, or cause to be effected, the policies and programs of the Employer as may be adopted. He will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the school system and School District. Further, the Employee pledges to use his best efforts to maintain and improve the quality of the operation of the School District and consistently promote efficiency in all areas of his responsibility. The Employer recognizes that the Employee is expected to assume his share of professional responsibilities outside of the district on behalf of the educational community at large.

6. Employee shall be paid an annual salary of not less than Seventy thousand dollars (\$70,000.00) for the 2011-2012 school year in consideration for his performance of duties and responsibilities of the position of Superintendent/Principal of Schools in conformance with the requirements and expectations of the Employer as set forth herein. The annual salary shall be paid in twenty-four (26) bi-weekly installments during the applicable twelve (12) month period July 1, 2011 through June 30, 2012.
7. Employee is employed for a period of fifty-two (52) weeks of work per year, July 1, 2011 through June 30, 2012, as scheduled by the Employer. The Employee shall be granted vacation time of fifteen (15) days per fiscal year. The Employee shall be allowed to carry over a maximum of ten (10) days of unused vacation time into the following contract year. For a maximum of twenty-five (25) days. Vacation days are to be used within the fiscal year for which they are made available; Employee shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Employer. Employee shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
8. The Employee's performance shall be evaluated by the Employer twice annually and presented to the Employee in writing, mid year (January) and no later than April 30th in any given school year. As such evaluations are to be based in part on goals and objectives, said Employer objectives will be shared by the Employee and the Employer in writing prior to the evaluation.
9. The Employer shall be entitled to terminate this contract during its term in the event the Employee's inability to perform this position's responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.
10. The Employer shall be entitled to terminate the Employee's employment at any time during the term of this contract for good and just cause. But the Employer shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Employer after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Employee. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this agreement, this agreement shall automatically terminate and the Board of Education shall have no further obligation hereunder.
11. 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 of Education. Non-renewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.
12. In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Employee during the term of this contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive for all contract and statutory claims

advanced by Employee arising from Employee discharge during the term of this contract, non-renewal or alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Employer and Employee. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Employer within ninety (90) days of the effective date of Employee's discharge, non-renewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own cost incurred in connection with such representation. The decision and ward of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

13. The Employee agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent/Principal of Schools by virtue of this contract or any employment assignment of this School District. The Employee shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

14. The Employer may require the Employee to have a comprehensive medical examination annually. If such an examination is required, a statement shall be filed with the President of the Board certifying to the physical fitness and mental capacity of the Employee to perform his duties. Medical information provided under this agreement shall be treated as confidential by the President. Should the Employer exercise its prerogative to this provision, the cost of services for said examination shall be borne by the School District.

15. The Employer shall provide the Employee and his eligible dependents the following insurance or as determined by the Employer:

Equivalent to what is provided to the Whitefish Township Community Schools Professional Staff. See Current Whitefish Federation of Teacher's Master Agreement.

16. Subject to approval of the Treasurer of the Board of Education, the Employer in a year of this agreement can, in lieu of insurance benefits listed above, may receive an added salary amount equal to one-half (1/2) of the districts cost of the benefits being received. Said salary amount to be treated as income according to the Internal Revenue Service and State retirement regulations and to paid on twenty-six (26) equal installments.

17. The Employer shall maintain errors and omissions insurance for the administrator which includes defense of claims and payments of judgments in his functioning as Superintendent/Principal and consistent with such policy provisions.

18. The Employee is entitled to the following holidays for which no services to the School District are required: July Fourth (4), Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, News Eve, New Years day, one-half (1/2) Good Friday and Memorial Day.

The Employee is excused with pay from duty during the Christmas, Spring, and other break periods which take place during the regular school year as per the school calendar.

Five days per year will be granted for a death in the immediate family or household. Further death leave may be granted at the discretion of the Employer. Immediate family shall be considered to include spouse, son, stepson, daughter, stepdaughter, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, and any other persons residing in the same household.

19. If the Employee is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days per contract year, three (3) of which may be used for personal days. Unused sick time may accumulate to a maximum of thirty (30) days to be used for sickness only. Sick days are to be used within the fiscal year for which they are made available; Employee shall not receive any additional compensation in lieu of use of sick days without the express agreement of the Employer.
20. The Employee shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Employer. Any expenses to be incurred by the Employee for out-of-district travel shall be submitted for review and approval of the Employer. The Employee shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Employer.
21. The District shall pay the association dues of the Employee for the American Association of School Administrators (AASA), The Michigan Association of School Administrators (MASA), and M.A.S.A. Region in which the School District is located, NASSP, and MEMSPA. Also included are A.S.C.D., M.A.S.B. and other possible by request of Employee with Employer approval.
22. The Employee may attend professional meetings at the local, state and national levels, the expenses of said attendance is to be paid by the District with Employer approval. The District shall reimburse the Employee for successfully completed academic university courses up to ten (10) semester hours, per contract year, at the rate of seventy-five (75) percent not to exceed one hundred five (105) dollars per credit hour.
23. This contract of employment contains the entire agreement and understanding by and between the Employer and Employee with respect to the employment of the Employee 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 employment of the Employee by the Employer is hereby terminated and shall hereafter be of no force or affect whatsoever. No change or modification of this contract of employment shall be valid or binding unless it is in writing and signed by the Employee and by the Employer. No waiver of any provision of this contract shall be valid unless it is in writing and signed by the Employee and the Employer. 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.

24.If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable of 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 this agreement to any party.

This agreement is executed on behalf of the Whitefish Township Community School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

DATE

Nathaniel Beelen, Superintendent/Principal

**WHITEFISH TOWNSHIP COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION**

DATE

William Inman, President

DATE

Wednesday J. Skeans, Secretary