

SUPERINTENDENT/PRINCIPAL EMPLOYMENT CONTRACT BETWEEN

RICHARD S. SATTERLEE

AND THE BOARD OF EDUCATION

OF THE ALBA PUBLIC SCHOOL DISTRICT

It is hereby mutually agreed by and between the Alba Board of Education (hereinafter "Board") and Richard S. Satterlee (hereinafter "Superintendent/Principal") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said person at its Superintendent/Principal of Schools from July 1, 2012 through June 30, 2013.

1. Superintendent/Principal shall perform the duties of Superintendent/Principal of School, Technology Coordinator, Transportation Director, Title One Director and Athletic Director as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended by the Board.
2. Superintendent/Principal 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 Alba School. If, at any time, the Superintendent/Principal fails to maintain all certificates, credentials and qualifications for the position of Superintendent/Principal of Schools as required herein, this contract may terminate and the Board shall have no further obligations.
3. The Superintendent/Principal 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 duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the school district and he will inform the Board as to administrative action taken on its behalf.
4. The Superintendent/Principal shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education 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 Superintendent/Principal 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 Board recognized that the Superintendent/Principal is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his duties as Superintendent/Principal.
5. The Superintendent/Principal shall be paid an annual salary in consideration for his performance of the duties and responsibilities of the position of Superintendent/Principal of Schools in conformance with requirements and expectations of the Board as set forth herein. The annual salary shall be paid in 26 installments during the applicable twelve (12) month period August 23, 2011 to August 23, 2012. The Board hereby retains the right to adjust the salary of the Superintendent/Principal during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above.

Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent/Principal and the board, shall become part of this contract. The salary is as follows:

2012/13 - \$82,013

6. The Superintendent/Principal is employed for a period of fifty-two (52) weeks of work per year, one (1) year from date of signing, as scheduled by the Board. Superintendent/Principal shall be granted vacation time of twenty (20) days per fiscal year, which shall not accumulate, for use in any subsequent fiscal year. Vacation days must be used within the fiscal year. The Superintendent/Principal shall be paid on a per diem basis for unused vacation days, based on a two hundred sixty (260) day contract. The Superintendent/Principal shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district. The Superintendent/Principal shall be granted personal time of three (3) days per fiscal year which shall not accumulate for use in any subsequent fiscal year. The board will not pay for unused personal time. The Superintendent/Principal will provide the Board with a tentative monthly calendar
7. The Superintendent/Principal's performance shall be evaluated by the Board annually and presented to the Superintendent/Principal in writing no later than March 1 in any given school year. As such evaluations are to be based in part on goals and objectives, including student growth, said goals and objectives will be presented to the Superintendent/Principal in writing prior to the year of evaluation. The Superintendent/Principal shall inform the board at the January board meeting of the upcoming evaluation. He shall also inform the board ninety (90) days prior to the end of this contract.
8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent/Principal inability to perform this position's responsibilities for a period of one hundred twenty (120) consecutive days due to mental or physical disability.
9. The Board shall be entitled to terminate the Superintendent/Principal's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. If the Superintendent/Principal engages in moral turpitude on or off work, he may be subject to termination. 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 board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent/Principal. At such hearing, he may have legal counsel at his own expense.
10. 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. Nonrenewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229
11. In the event of any dispute between the parties including, but not limited to, nonrenewal or discharge of Superintendent/Principal 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 of all contract and

statutory claims advanced by Superintendent/Principal arising from Superintendent/Principal's discharge during the term of the Contract, nonrenewable or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the board and Superintendent/Principal. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the board within ninety (90) days of the effective date of Superintendent/Principal's discharge, nonrenewal 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 costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the county circuit court.

12. The Superintendent/Principal 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 Superintendent/Principal 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.
13. The Superintendent/Principal shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the board may request release of medical information necessary to determine if the Superintendent/Principal is capable of performing the duties required in his assignment. The Board may require the Superintendent/Principal to 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 mental capacity of the Superintendent/Principal to perform his duties. Medical information provided under this agreement shall be treated as confidential by the board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.
14. The board shall provide the Superintendent/Principal and his eligible dependents the following insurances or as determined by the Board:
 - A. Priority Health HSA.
 - B. Delta Dental Plan D 004 60/60/60% 1,000 Orthodontics Max
 - C. Vision insurance: VSPIII
 - D. Term life insurance in the amount of \$75,000 with Accidental Death and Dismemberment benefits.
15. The Board will provide a cash dividend of \$2,000 per year, which may be used toward a tax-sheltered annuity or deferred compensation plan.
16. 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 is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The

Superintendent/Principal is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

17. The Superintendent/Principal is entitled to the following holidays for which no services to the School District are required. If the holiday is on the weekend then Friday or Monday will be taken.

Thanksgiving	Good Friday
Friday after Thanksgiving	Easter Monday
Christmas Eve Day	Memorial Day
Christmas Day	4 th of July
New Year's Eve Day	Labor Day
New Years Day	

18. If the Superintendent/Principal is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of thirty (30) days per contract year, as well as the number of days required for long term disability. Unused sick time shall not be accumulative in nature.

19. The Superintendent/Principal shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent/Principal for out-of-town travel shall be submitted for review and approved by the Board. Superintendent/Principal shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.

20. The Board shall pay the dues of the Superintendent/Principal for membership in the Michigan Association of School Administrators, Michigan School Business Officials Association, and the Association for Supervision and Curriculum Development up to \$750 per association or \$2250 total.

21. Mileage will be paid at the IRS rate.

22. The District shall reimburse the Superintendent/Principal for all reasonable expenses incurred for successfully completed academic university courses including: tuition, textbooks, mileage, and other necessary costs. Six credits maximum per year.

23. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent/Principal with respect to the employment of the Superintendent/Principal 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 Superintendent/Principal by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent/Principal and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent/Principal and 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.

24. 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 this agreement to any party.
25. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.
26. The Board encourages the Superintendent/Principal to reside in the School District.
27. The Board shall maintain general errors and omission liability insurance which shall include coverage for the Superintendent/Principal to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent/Principal and consistent with the insurance policy and state or federal law. In no case will individual Board members be considered personally liable for indemnifying the Superintendent/Principal against such demands, claims, suits, actions and legal proceedings.
28. An incentive bonus will be paid to Superintendent/Principal at the rate of \$500.00 per student over the February 2012 count total, upon reaching an increase in student enrollment of ten (10) students on the February 2013 Supplemental Count over the February 2012 count. This bonus will be paid after the February 2013 Supplemental Count has been confirmed by the Traverse Bay Area Intermediate School District's pupil accounting auditor.

Date

Richard S. Saterlee, Superintendent/Principal

Alba Public School District Board of Education

Date

Terrance Milbocker, Vice President

Date

Nancy Shepard, Secretary

Int. _____