

AMENDED SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made between the SAGINAW TOWNSHIP COMMUNITY SCHOOL DISTRICT ("EMPLOYER" or "BOARD") and JERRY L. SEESE, Ed.D., ("EMPLOYEE" or "SUPERINTENDENT") for the period and on the terms and conditions set forth.

1. EMPLOYMENT. The EMPLOYEE shall be employed by the EMPLOYER in the position of SUPERINTENDENT of the Saginaw Township Community Schools as provided by, and subject to, the requirements and limitations of this contract and the laws of the State of Michigan.

2. TERM OF CONTRACT. This contract is a continuation of the original contract entered between EMPLOYEE AND EMPLOYER on January 5, 2001, as amended, and shall extend to June 30, 2014.

2.1 Extension by Board.

- (1) The Board of Education, no later than the 31st day of December of any contract year (during the initial term or any extensions thereto), may extend the contract for an additional one (1) year period.
- (2) The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year beyond the terms set forth above. The Board's notice of non-renewal must be given no later than one hundred and eighty (180) days before the expiration of the contract. The Board has no obligation to set forth any reason for the decision to not extend the contract.

2.2 Extension by Operation of Law. If the Board of Education fails to give written notice of non-renewal of this contract to the SUPERINTENDENT at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional year period as provided by Public Act 183 of 1979. The SUPERINTENDENT annually shall advise the Board of Education of this obligation during the month of January. In the event of such automatic renewal, all terms and conditions of employment shall be as set forth in this contract, and shall remain unchanged.

3. ANNIVERSARY DATE. The anniversary date of this contract shall be June 30th of each year during the term of this contract.

4. CERTIFICATION. The EMPLOYEE shall become and remain certified by the Department of Education of the State of Michigan or the equivalent certifying body of another state to perform the duties of a classroom teacher at all times during the term of this contract.

The EMPLOYEE recognizes and accepts that the Department of Education of the State of Michigan may, at any time throughout the term of this contract, promulgate and/or modify the requirements necessary to remain certified to perform the duties of the office of the Superintendent. In the event that the Department of Education of the State of Michigan effects requirements to become and remain certified to perform the duties of the office of the Superintendent, the EMPLOYEE shall comply with such requirements as a condition of continued employment by the BOARD.

Failure to maintain, suspension, revocation or lapse of any required certification shall be deemed a breach of this contract by the EMPLOYEE, and shall immediately release the EMPLOYER from all obligations.

5. NON-TENURE. It is mutually understood and agreed between the EMPLOYER and SUPERINTENDENT that the position of Superintendent is a non-tenure position under the laws of the State of Michigan and, particularly, the Michigan Teacher Tenure Act, and the Superintendent shall not be deemed to achieve continuing tenure in the position of SUPERINTENDENT or any other administrative position in the District.

6. DUTIES. The EMPLOYEE shall faithfully perform all duties required by Michigan law of a Superintendent, including but not limited to such duties as are stated in the Michigan School Code, and shall comply with all proper rules and orders of the Michigan Department of Education, of the United States Department of Education and of the BOARD. In addition, EMPLOYEE shall serve as the Chief Administrative Officer of the School District. He shall have charge of and be responsible for the administration of all schools and all school programs; shall direct, supervise and assign all employees of the School District and recommend to the BOARD qualified individuals to be employed in all positions; shall suspend and recommend the termination of employees as provided by law; shall assist the BOARD in meeting its duties and responsibilities; shall recommend to the BOARD such activities as will enhance the ability of the BOARD and of the SUPERINTENDENT to achieve all of the foregoing; shall recommend such rules, orders, regulations and procedures as he may from time to time consider to be desirable or necessary for the well ordered operation of the School District; shall recommend and execute acceptable standards relating to all phases of the school system; shall execute such rules and policies as are approved by the BOARD; shall meet with the BOARD, or a designated Board Committee, during June and July of each year in order to develop a job description and goals and objectives for the year; and shall perform such other duties and assignments as may from time to time be ordered by the BOARD.

7. EVALUATION. At least once during each year of this contract, at a time determined by the BOARD, the BOARD will evaluate the performance of the SUPERINTENDENT. Such annual evaluation will be based on the SUPERINTENDENT's performance of his statutory duties, the duties recited in this contract and such other duties as the BOARD may assign, with knowledge of the SUPERINTENDENT. The BOARD may from time to time establish goals or objectives with the SUPERINTENDENT. The SUPERINTENDENT's performance in meeting such goals or objectives shall also be included in the matters on which he is evaluated. The annual evaluation will be stated in writing and provided to the SUPERINTENDENT.

The BOARD and the SUPERINTENDENT will thereafter meet and discuss the evaluation. If the SUPERINTENDENT so desires he may submit a written rebuttal which shall become a permanent part of the evaluation.

If any annual evaluation shows that the BOARD considers the SUPERINTENDENT's performance to be unsatisfactory, the BOARD will identify the specific areas of unsatisfactory performance and will make written recommendations concerning actions to be taken or goals to be achieved by the SUPERINTENDENT to improve in the unsatisfactory areas. All determinations of whether performance is satisfactory or unsatisfactory shall be made exclusively by the BOARD.

The BOARD may make such other evaluations of the SUPERINTENDENT as it feels are appropriate. The SUPERINTENDENT shall, upon request, be entitled to another evaluation within six (6) months following any unsatisfactory annual evaluation.

8. SALARY.

- 8.1** For the period June 1, 2010 through June 30, 2011, the SUPERINTENDENT shall be paid an annual salary of \$135,183.00. The salary shall be paid in twenty-six (26) bi-weekly installments, but may be changed by mutual agreement of the parties.
- 8.2** The SUPERINTENDENT shall receive longevity pay of 3%, as other administrators receive, in recognition of his tenure as SUPERINTENDENT. Longevity pay shall become effective on January 1, 2011 and is included in the compensation of the SUPERINTENDENT.
- 8.3** As the result of a satisfactory annual evaluation, the SUPERINTENDENT shall receive an annual merit award of not less than 2.3% of total salary. Provided, however, the BOARD may, in its discretion, based on the final annual SUPERINTENDENT evaluation of job performance, increase the annual merit award above 2.3%. The merit award shall be paid in a lump sum, less usual payroll deductions, no later than December 31st of the year in which the award is made. The merit payment is included in the compensation of the SUPERINTENDENT. The merit award for the period June 1, 2010 through June 30, 2011 shall be \$3,109.00.
- 8.4** The BOARD shall fund an annuity for the benefit of the SUPERINTENDENT in an amount that is 8% of the SUPERINTENDENT'S base salary. Annuity payments are part of the compensation of the SUPERINTENDENT and not a non-reportable benefit. The annuity payment shall be for the period June 1, 2010 through June 30, 2011.

9. BENEFITS.

9.1 Term Life Insurance.

(1) The BOARD will provide a TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLAR term life insurance policy for the SUPERINTENDENT, subject to the terms of the carrier and insurability and reasonable cost.

(2) The SUPERINTENDENT shall be provided with a second term life insurance policy in the face amount of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS. The School District shall be the owner of the policy. The SUPERINTENDENT shall have the right to designate a beneficiary or beneficiaries. In the event the SUPERINTENDENT should retire, the School District shall pay for and keep in full force and effect said term life insurance policy. The death benefits from the life insurance policy shall be paid in full to the designated beneficiary. The full amount of the premiums paid for said term life insurance from the time of inception of the policy to the said of death shall be reimbursed to the School District. The insurance policy term shall require the insurance company to pay the full sum of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS directly to the named beneficiary and to return the premiums paid from inception of the policy to the date of death directly to the School District. This provision is binding on the heirs and representatives of the SUPERINTENDENT and on the School District.

9.2 Blue Cross/Blue Shield PPO Family Coverage. The BOARD will provide to the SUPERINTENDENT a Blue Cross/Blue Shield PPO Family Coverage comprehensive hospital and professional services health insurance policy, with riders Trust 15, Plus 15, D45NM, CC/CLC, OPC/OPPC, SATII, SOTPE, GLEI, ML, FAERC, PPNV, AS1, DC, SD: Master Medical, Certificate Option 2; Preferred RX Certificate \$5 co-pay with MOPPED, Medicare Complementary Exact Fill.

In the event of the death of the SUPERINTENDENT during the term of this Contract, the BOARD will continue hospital/medical benefits then existing for SUPERINTENDENT's family for a period of one hundred eighty (180) days following the death of the SUPERINTENDENT.

9.3 Delta Dental. The BOARD will provide a family Delta Dental insurance policy for the SUPERINTENDENT.

It is agreed that the dental coverage will be equivalent to the 1990-91 MEA-MESSA Dental Care Program Plan "D" with 80 percent coverage on each of Class I, II, and III, and a ONE THOUSAND (\$1,000) DOLLAR maximum per year (orthodontics \$1,300 maximum).

Orthodontal coverage includes Class III benefits with a maximum payment of THIRTEEN HUNDRED (\$1,300) DOLLARS, and is subject to the provisions of the policies between

the District and the insurance company.

- 9.4 **MESSA Vision.** The BOARD will provide a family MESSA Vision insurance policy for the SUPERINTENDENT. It is agreed that coverage will be equivalent to the 1990-91 MESSA V.P. 2 plan with a comparable list of panel providers.
- 9.5 **Long-Term Disability Insurance.** The BOARD will provide a UNUM LTD insurance policy for the SUPERINTENDENT, for up to 2/3 of salary not to exceed \$90,000.
- 9.6 **Right to Select Carriers.** Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the BOARD. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company.
- 9.7 **Cost Containment.** For each year this contract is in effect, the BOARD agrees to pay up to one hundred fifteen percent (115%) over the prior year's BOARD-paid portion of the monthly premium cost for applicable coverage (single, double or family) for life insurance, health insurance, dental insurance, optical care and long-term disability insurance, as provided in paragraphs 9.1, 9.2, 9.3, 9.4 and 9.5, above. Increases in premium, if they occur, are based on continuing identical coverage and do not include additional benefits. The cap is applied to each individual insurance coverage, not all coverages combined. Any premium amounts in excess of one hundred fifteen percent (115%) of the prior year's BOARD-paid rates will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.
- 9.8 **Vacation.** The SUPERINTENDENT shall be entitled to a vacation of thirty (30) working days for each year of the Contract. The full thirty (30) vacation days shall be available to the SUPERINTENDENT at the beginning of each Contract year. These vacations days shall be cumulative for no more than thirty-five (35) working days per years. The SUPERINTENDENT shall not utilize vacation days for more than ten (10) consecutive working days without prior notice to the BOARD.
- 9.9 **Medical Examination Reimbursement.** In light of the unique nature of the professional duties of the SUPERINTENDENT, the BOARD will provide an annual stipend of FIVE HUNDRED (\$500.00) DOLLARS to the SUPERINTENDENT to defray the cost of a complete annual medical examination. The FIVE HUNDRED (\$500.00) DOLLAR annual stipend shall be added to and become a part of the SUPERINTENDENT'S annual salary and may be paid in one lump sum or be paid as a pro-rata part of each salary period. Any report of the medical examination shall be given directly and exclusively by the examining physician to the SUPERINTENDENT.

9.10 **Transportation.** The BOARD shall make an automobile available for use by the SUPERINTENDENT for professional and business purposes.

9.11 **Sick Days.** The SUPERINTENDENT shall be permitted to accumulate twenty-four (24) sick days per contract year to accumulate to no more than one hundred eighty (180) days upon termination of this contract. The accumulation of sick days shall be retroactive to June 1, 1999. The utilization of sick days is subject to the provisions of Paragraph 16.3 following.

10. **EXPENSES.** The BOARD will reimburse the SUPERINTENDENT for reasonable expenses approved by the BOARD and actually incurred by the SUPERINTENDENT in the performance of his duties. Request for reimbursement of expenses must be submitted in a timely manner and must include a description of all expenses, the reason for the expenses, and supporting documentation. In the event that the SUPERINTENDENT uses his personal automobile, the BOARD will reimburse the SUPERINTENDENT for all business automobile travel within or out of the district at the same rate per mile established by the contract with the administrators within the school district. Notwithstanding the above, should the SUPERINTENDENT attend any conference, seminar, workshop, or official school functions located outside of the State of Michigan, the BOARD will reimburse the SUPERINTENDENT for actual mileage driven in his personal automobile on such trip, at the rate authorized above or reimburse the SUPERINTENDENT in an amount equal to the cost of a single round trip economy air fare whichever is less.

11. **PROFESSIONAL LIABILITY.** The BOARD will provide a professional liability insurance policy for the SUPERINTENDENT, with the total aggregate coverage in the amount of THREE MILLION (\$3,000,000) DOLLARS.

12. **PROFESSIONAL GROWTH.** The BOARD encourages the continuing professional growth of the EMPLOYEE and will permit reasonable time away from regular duties to attend or participate in meetings, seminars, and other educational programs sponsored by local, state or national associations of school administrators or school boards, or by private or public educational institutions, and to meet with other organizations or individuals if such meetings will enhance the ability of the SUPERINTENDENT to perform his duties. The BOARD will pay all reasonable expenses incurred under this provision to the extent provided by budget. Such reasonable expenses shall include registration; cost of course, seminar or meeting; travel and subsistence. The BOARD reserves the right to determine how much time is reasonable, and may restrict the SUPERINTENDENT'S activities under this paragraph if it determines that he is spending an unreasonable amount of time away from his duties.

13. **OUTSIDE ACTIVITIES.** EMPLOYEE shall devote his full time and energies to fulfilling the position of SUPERINTENDENT. However, with approval of the BOARD, he may serve as a consultant to other districts or educational agencies, may lecture, accept speaking engagements and engage in writing activities, if such service or activity does not interfere with or detract materially from the performance of his duties. If any of the foregoing requires his absence for more than four (4) consecutive working days, the SUPERINTENDENT must obtain prior approval of the BOARD for absence. The SUPERINTENDENT may, at his option and with

the approval of the BOARD, be paid for such absences and remit to the BOARD any honoraria or other compensation received in connection with his activities during the absence. Alternatively, the SUPERINTENDENT may use vacation days to perform outside activities and retain any honoraria or other compensation paid. In no event will the BOARD pay any expenses related to the SUPERINTENDENT'S involvement in outside activities.

14. MEMBERSHIP DUES. The BOARD may pay on behalf of the SUPERINTENDENT such annual membership dues as is mutually determined by the SUPERINTENDENT and the BOARD and as annually budgeted.

15. REQUEST FOR ACCOMMODATION. A person with a disability or handicap must notify the employer in writing of the need for accommodation within 182 days after the date the person with the disability or handicap knew or reasonably should have known that an accommodation was needed.

16. TERMINATION.

16.1 Termination by Non-Renewal. The Board of Education in its sole discretion, and with or without cause, may, at the expiration of this contract, decline to renew the contract for an additional year consistent with paragraph 2 of this Contract.

16.2 Termination Before Expiration of the Contract. The SUPERINTENDENT may be discharged and this contract terminated at any time for just cause. Just cause shall include, but shall not be limited to, incompetence, failure to comply with any provision of this contract, or personal or professional conduct by the SUPERINTENDENT which the BOARD deems serious enough to warrant discharge. Any dispute of termination by the SUPERINTENDENT is subject to the binding arbitration provisions of Paragraph 18 of this Contract.

16.3 Termination by Disability of the Superintendent. If the SUPERINTENDENT is physically or mentally disabled from performing any of his essential duties for any period in excess of sixty (60) consecutive calendar days, or is so disabled in excess of ninety (90) calendar days, whether consecutive or not, in any three hundred sixty-five (365) day period, the BOARD may terminate this contract. Provided, however, for purposes of calculating the commencement of the disability period, the first sick day utilized shall commence the disability term. Provided, however, any termination of the contract for disability purposes shall not in any manner reduce or eliminate any disability benefits accruing to the SUPERINTENDENT under the terms of the contract. Questions which may arise regarding whether or not the SUPERINTENDENT is in fact disabled from performing his essential duties shall be referred for immediate Arbitration under the terms of Paragraph 18 following.

16.4 Death. This contract shall terminate if the SUPERINTENDENT dies during the term of this contract or any extension thereof.

17. CLASSROOM POSITION IN THE EVENT OF TERMINATION OR NON-RENEWAL OF CONTRACT.

- 17.1 Classroom Position.** If the SUPERINTENDENT is a teacher certified by the State of Michigan who has completed the probationary period, he shall be assigned a classroom position following the termination or expiration of the contract, given the availability of such positions and the applicable provisions of the collective bargaining agreement. If the SUPERINTENDENT has not obtained a State of Michigan teaching certificate, the SUPERINTENDENT waives any right he may have under this provision.
- 17.2 Contract Expiration.** In the event of reassignment following the expiration of the contract, the SUPERINTENDENT's salary shall be that which he would properly have been paid had the SUPERINTENDENT been continuously employed as a classroom teacher.
- 17.3 Termination of Contract.** In the event of reassignment at the termination of the contract, but prior to the expiration of the contract, the SUPERINTENDENT'S salary shall be that which he could have been paid under this contract until that time at which this contract would have otherwise expired.
- 17.4 Classroom Assignment.** If the SUPERINTENDENT is assigned a classroom position, he shall be entitled to twenty-five (25) working days vacation for use effective July 1 of each Contract year. Vacation days will be cumulative for no more than thirty-five (35) working days per year. Vacation days under this Paragraph will continue until expiration of the Contract should classroom assignment occur prior to such expiration. Subsequent to the expiration of the SUPERINTENDENT'S Contract, the SUPERINTENDENT'S vacation package shall be that which he would have otherwise received had he been continuously employed as a classroom teacher.

18. ARBITRATION. In the event of any dispute between the parties relating to any provision of this Contract, or to any aspect of the employment of the SUPERINTENDENT, including issues or concerns related to alleged discriminations, the parties hereby agree to submit said dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fees and expenses of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation, however, each party shall be responsible for the costs of such respective representation. The award rendered by the Arbitrator shall be final and judgment may be entered in accordance with Michigan law in any court having jurisdiction thereof.

19. SAVING CLAUSE. This contract is severable. If any part or provision of this contract is declared illegal or unenforceable by a court of competent jurisdiction, such part or parts shall be deleted and the remaining provisions shall not be affected by, shall continue in full force and effect.

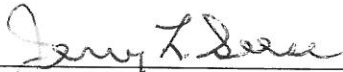
20. LAWS OF MICHIGAN. This contract shall be applied and in all respects interpreted according to the laws of the State of Michigan.

21. ENTIRE AGREEMENT. This contract, together with the cover letter attached constitutes the entire agreement between the parties and may be amended only by a written document signed by both parties.

22. PRIOR CONTRACT AND AMENDMENTS. The original Contract dated January 5, 2001, as amended, entered between EMPLOYEE and EMPLOYER is merged and incorporated into this Contract. The provisions of this Contract restate, ratify, and supersede the original Contract as amended.

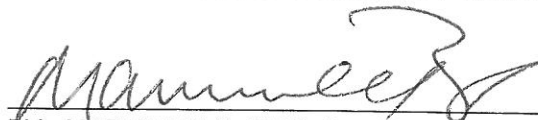
SUPERINTENDENT

SAGINAW TOWNSHIP COMMUNITY SCHOOLS



JERRY L. SEESE, Ed.D.

Dated: January 6, 2011



BY: MARIANNE C. BIRD, President

Dated: January 10, 2011



BY: BARBARA A. RUSSELL, Secretary

Dated: January 10, 2011