

**SALINE AREA SCHOOLS  
SUPERINTENDENT'S AGREEMENT**

**AGREEMENT** made by and between the **Saline Area Schools** ("Employer") and **Scot A. Graden** ("Employee").

**1. Employment**

Employer hereby employs Employee, and Employee hereby accepts employment by Employer upon the Terms and Conditions set forth in this Agreement.

**2. Duties and Obligations**

- a. Employee shall serve as Superintendent for Employer, reporting in such capacity directly to the Board of Education of the Employer ("Board"), and the Employee's duties and powers in such capacity as Superintendent shall be as determined, from time to time, by the Board or persons designated by the Board.
- b. Employee's duties shall include, but are not limited to, the day-to-day administration of the Employer in accord with the policies and directives of the Board.

**3. Extent of Services**

Employee agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employee agrees to faithfully perform those duties assigned by the Board and to comply with the Directives of the Board with respect thereto. Further, Employee 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 Agreement. Employee pledges to use his best efforts to maintain and improve the quality of the operations of the School District and constantly promote efficiency in all areas of his responsibility.

**4. Duration of Agreement**

- a. The term of this Agreement shall commence July 1, 2009 and extend through June 30, 2016 unless terminated earlier as provided in this Agreement.
- b. The term of this Agreement and the Employee's employment with the Employer may be earlier and automatically terminated as follows:
  - i. Upon the death of the Employee;
  - ii. Upon resignation of the Employee, at any time after thirty (30) days' written notice to the Employer at the Employer's principal office;
  - iii. Upon the Employee's disability so as to be unable to perform the Employee's essential duties for a period in excess of three (3) consecutive months. The obligation of the Employer to pay the Long-Term Disability premium as defined in Schedule A, Section 5c., shall survive automatic termination and will be paid until the end of this Agreement.
- c. The Board of Education shall, not later than August 31 of each year during the term of this Agreement, consider the extension of the contract for an additional one year period.

**9. Liability Insurance**

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Employee while engaged in the performance of a governmental function and while the Employee is acting within the scope of his authority. The policy limits for this coverage shall be not less than Two Million Dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Employee. 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 such coverage and shall so notify Employee. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Employee as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

**10. Entire Agreement**

This Agreement supersedes and cancels all prior Agreements, whether verbal or written, between Employer and Employee and constitutes the entire Agreement. The Employee further acknowledges that neither Employer nor any other person or entity has made any representation to the Employee, which has not been expressly stated in this Agreement. There are no understandings or Agreements with Employee, which are not included in this document. Any Agreement or Agreements supplemental hereto shall not be binding upon either party unless executed in writing by the President of the Board as authorized and directed by the Board on behalf of Employer, and by the Employee.

**11. No Estoppel/Waiver**

The parties agree that the legal doctrines of estoppel or waiver, based on any alleged failure by Employer to enforce all or any part of this Agreement, or any other Agreement, at any time shall not be asserted by Employee to avoid the requirements of this Agreement.

**12. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the Employer, its successors and assigns, and to the Employee, the Employee's heirs, executors, and personal representatives.

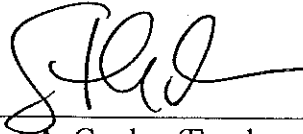
**13. Use of Michigan Law**

The validity, construction, interpretation, and performance of this Agreement will be governed by the laws of the State of Michigan. Any part of this Agreement prohibited by the laws of the State of Michigan shall, as to that part only, be ineffective without invalidating the remaining parts of this Agreement, and as to the affected part, shall be interpreted to carry out the intent of the parties consistent with the laws of the State of Michigan.

**14. Principal Office**

For purposes of any notice provided by this Agreement:

- i. The principal office of the Employer is 7265 Saline-Ann Arbor Road, Saline, Michigan 48176.
- ii. The principal office of the Employee is 7265 Saline-Ann Arbor Road, Saline, Michigan 48176.

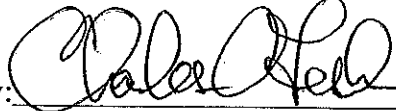


Scot A. Graden (Employee)

9/13/11

Date

**SALINE AREA SCHOOLS  
BOARD OF EDUCATION**

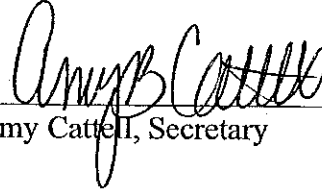


By:

Chuck Lesch, President

9/13/11

Date



By:

Amy Cattell, Secretary

9/13/11

Date

**SALINE AREA SCHOOLS  
SCHEDULE A  
July 1, 2011 through June 30, 2016  
Superintendent's Agreement – Scot A. Graden**

**Schedule A attached to, and made reference in Agreement between Employer and Employee:**

**1. Compensation**

Employee shall receive an annual salary of One Hundred Twenty-Five Thousand Dollars (\$125,000) for July 1, 2011 to and including June 30, 2012. Employee may receive an increase to annual salary to be determined by the Employer for the period July 1, 2012 to and including June 30, 2016.

**2. Administrative Stipend**

The Employer shall provide annual Stipend of Six Thousand Five Hundred Dollars (\$6,500.00) to the Employee for each year of 2011-12, 2012-13, 2013-2014, 2014-2015, 2015-2016. Each year, the stipend shall be added to the Employee's annual salary.

**3. Compensation Adjustments**

Employee shall receive such adjustments upwards in annual base salary as the Board determines for the term of this Agreement.

**4. Vacation and Holidays**

Employee 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. Employee shall be granted vacation time of fifteen (15) days per fiscal year. Vacation days should be used within the fiscal year for which they are made available and Employee shall not receive any additional compensation in lieu of use of vacation days, but eight (8) days may be carried over to the following year with Board approval. 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. All scheduling of vacation is subject to approval by the Board.

The Employee is granted the following twenty-one (21) holidays.

Independence Day – 2 days  
Labor Day and the Friday immediately preceding Labor Day  
Thanksgiving Day and the Friday immediately following Thanksgiving Day  
Winter Break – 5 days  
Martin Luther King Day  
Great American Patriots Day and the Friday immediately preceding that Monday  
Good Friday  
Spring Break – 5 days  
Memorial Day

**5. Sick Days**

Annual Sick Day allowance is fifteen (15) days per year, to be added to whatever number of accumulated sick days Employee has as of July 1, 2009. Sick Days may accumulate up to a maximum of one hundred thirty (130) days. Long Term Disability coverage is provided by the District for qualifying absences in excess of twenty-six (26) weeks.

## **6. Insurance**

The Employer retains the right to name the insurance carrier. Employee shall be covered by the following insurance benefits, subject to the Terms and Conditions of the Employer's Group Insurance Policies:

- a. The Employer will provide full family group coverage comparable to the health plan provided to Saline Area School's Administrators.
- b. Term-life insurance in the amount of twice the Employee's base salary (compensation and administrative stipend) will be provided to Employee with beneficiary named at the discretion of the Employee.
- c. The Employer will pay the premium to provide a long-term disability plan that will be a portable benefit that provides for 70% of the monthly income replacement and \$2,000 per month "severe disability" coverage as per the Terms and Conditions of the Employer's contract with the carrier.
- d. The Employer will provide a full-family group dental plan comparable to the dental plan being provided to Saline Area School's Administrators.
- e. The Employer will provide a full-family group vision plan comparable to the vision plan being provided to Saline Area School's Administrators.

The Employer shall select, at its discretion, the insurance carrier to provide these benefits and may, at its discretion, switch insurance carriers at any time.

- f. In the 2011-2012 year the employee will pay 10% of insurance premium costs. In 2012-2013, 2013-2014, 2014-2015, 2015-2016 the employee will pay 20% or the State hard cap as determined by the Board.

## **7. Expenses**

The Employer will reimburse Employee for reasonable out-of-pocket expenses incurred while performing official functions as Superintendent. The Employer will pay the Employee's expenses to attend conferences and conventions approved by the Employer. The Employer will pay for the Employee's graduate class expenses (tuition, fees and books) at the time of enrollment. Employee's education expenses will only be covered for successful completion (B or better) of each class.

8. **Community/Public Relations Expenses**

The Employee is expected to be visible and maintain relationships within the Saline community. In such capacity, Employee and his family are expected to attend various Saline events, such as, but not limited to, fundraisers, dinners, golf benefits. The Employer shall reimburse the Employee for out-of-pocket expenses incurred to attend said functions up to \$1,900 annually.

9. **Vehicle/Mileage**

The Employer shall pay the Employee Five Hundred Dollars (\$500) each month for automobile expenses. At the discretion of the Employee, such Stipend may support the lease or purchase of an automobile in the Employee's name. Furthermore, such Stipend shall reimburse the Employee for travel expenses by way of operation, repair, and maintenance of an automobile. Although this amount is estimated to be the expense attributable to the business use of an automobile by the Employee on behalf of the Employer, such Stipend may be wholly taxable for the Employee under present rules of the Internal Revenue Service.

10. **Family Participation**

The Employee is expected to have family members participate in District sponsored programs – such as clubs, leagues, classes, teams, Extended Day Option, etc. The District shall waive fees associated with these programs. Athletic participation fees are exempt from this provision and must be paid by Employee/Participant.

11. **Professional Dues**

The Employer will pay the Employee's annual professional dues of up to four (4) state or national professional organizations.

12. **Medical Examination**

At the Board's request, the Employee may be required to submit to a physical and/or psychological examination by a licensed physician as named by the Board of Education. Should the medical insurance coverage provided by the Board of Education not cover the cost of such examination, the Board of Education shall cover all costs of such examinations.