

## ADMINISTRATIVE CONTRACT OF EMPLOYMENT

*It is hereby agreed by and between the Board of Education of Athens Area Schools, (hereinafter "Board") and **Joseph Huepenbecker** (hereinafter "High School Principal") that pursuant to Section 1229(1) of the Michigan Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on July 19, 2010, has and does hereby employ the said Joseph Huepenbecker as its High School Principal for a one-year period commencing on August 1, 2010 and ending on June 30, 2011, according to the terms and conditions as described and set forth herein as follows:*

**Contract "Rollover"/Extension:** Provided, that this contract shall be extended annually for an additional one (1) year period unless the High School Principal shall have received written notice to the contrary from the Board not later than April 30. The Board's decision to permit or to prevent extension of the High School Principal's contract shall be made at the sole discretion of the Board.

1. **Assignment:** High School Principal shall perform the duties of the High School Principal as prescribed by the Board, and as mandated by the Revised School Code or other pertinent provisions of law and as may be established, modified and/or amended from time to time by the Superintendent or the Board. The High School Principal acknowledges the authority of the Superintendent and the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. **Qualifications:** The High School Principal represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of High School Principal. If at any time the High School Principal fails to maintain all certificates, credentials and qualifications, as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. **Duties:** The High School Principal agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of High School Principal as required and assigned. Key responsibilities to be performed by the High School Principal are as follows:
  - The High School Principal will report directly to the superintendent.
  - Supervision of all Athens High School students, faculty, and staff
  - Reasonable attendance and supervision at athletic and other extracurricular activities
  - Attendance at regular and special meetings of the board of education, unless excused by the superintendent
  - Represent the district at MHSAA, Big 8 Conference, CISD, CACC, and BCAMSC principals' meetings and other meetings and functions appropriate to the office of principal
  - Sound fiscal management and budget oversight for the building
  - Proactive planning and decision-making
  - Effective time management
  - Maintaining clean, orderly, and functional facilities and grounds

- Fostering teamwork among staff and administration
- Effective conflict resolution
- Communicating effectively and timely with all stakeholders
- Developing leadership skills with those you supervise
- Working with the Director of Curriculum, Assessment, and Compliance to develop, implement, improving academic achievement outcomes
- Maintaining appropriate and consistent staff supervision
- Providing ongoing professional development with those you supervise
- Maintaining a productive, healthy, and safe working and learning environment
- Demonstrating the District's vision, core mission, and guiding principles

The High School Principal agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the High School Principal 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 (including such modifications, amendments or rescission of prior directives or policies, as the Board may from time to time choose to enact) for which he is responsible during the entire term of this agreement. Further, the High School Principal pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. **Evaluation and Goal Setting:** According to Board of Education policy.
5. **Compensation:** The Board agrees to pay the High School Principal for his services of said contract in equal installments of twenty-six (26) installments. Compensation for the 2010-2011 contract year shall be \$50,000.00. The salary amount shall be reviewed annually by the Board. The Board hereby retains the right to increase the annual salary of the High School Principal during the term of this contract. Any increase in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the High School Principal and the Board, shall become a part of this Contract. In no case will the salary be lowered.
6. **Benefits:**
  - A. **Insurance:** The High School Principal will receive the established Health, Vision, Dental, and Life Insurance provided for Administrators. Effective January 1, 2007, a Health Savings Account (H.S.A.) will be provided to the Employee. The Employer shall pay 100% of the deductible for the health insurance.

Administrator will pay Sixty Dollars (\$60.00) per month of health insurance premiums beginning September 1, 2006, payable as Thirty Dollars (\$30.00) per pay period not to exceed 24 pay periods in a school year. The employer will deduct Administrator health care premium cost utilizing a pre tax conversion vehicle.

- B. **Annuity:** The High School Principal may choose to have money withheld from his paycheck to be applied toward an annuity.
- C. **Sick Leave:** The High School Principal shall accrue paid sick leave days at a rate of eleven (10) days annually, up to a maximum accumulation total of sixty (60) days. Upon termination of employment, the High School Principal shall receive compensation for unused sick leave accumulated as of the effective date of termination at one half the rate of the then current daily rate paid to substitute teachers for each unused sick leave day providing the terms and duration of the contract have been met.
- D. **Personal Business Days:** The High School Principal shall be entitled to use three (3) days per year to be used as paid "Personal Business" leave. These days will not be accumulated, but will be converted to sick leave at the end of the year.
- E. **Bereavement Leave:** The Board shall grant up to five (5) days of paid leave per contract year for the death of family member(s). "Family" is defined to include spouse, child, mother, father, sibling, grandparent, mother-in-law, father-in-law, and grandchildren. Such leave days may not be carried over from year to year.
- F. **Life Insurance:** The Board shall provide annually a term life insurance policy in the amount of not less than the High School Principal's then-current salary.
- G. **Mileage:** The Board shall reimburse the High School Principal at the rate per mile established by the Internal Revenue Service for use of his/her automobile in conducting business associated with the position of High School Principal.
- H. **Organizations:** The District shall pay the association dues of the High School Principal for the Michigan Association of Secondary School Principals (MASSP).
7. **Tenure Rights:** The High School Principal agrees that there are no tenure rights.
8. **Jury Duty:** Employees requested to appear for jury service shall receive their pay for such time lost less any fees paid, excluding mileage, provided that notice of such jury service is given in writing to the Superintendent prior to the scheduled date thereof.
9. **Work Year:** The High School Principal shall be on a 220 day contract and will observe the regular school calendar unless requested otherwise by the Superintendent. All days when school is not in session will be mutually agreed upon by the High School Principal and the Superintendent.
10. **Snow Days:** Employees will be available to work at the discretion of the Superintendent.
11. **Termination:** This contract may be terminated for the following reasons:

- A. **Expiration:** This contract shall terminate upon its specified expiration date provided the Board has given prior notice in accordance with the Michigan Revised School Code.
- B. **Cause:** The Board shall be entitled to terminate the High School Principal's employment at any time during the term of this contract for cause, which shall include acts of moral turpitude, misconduct, theft/defalcation, fraud, insubordination or if the High School Principal materially breaches the terms and conditions of this Contract.

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 the sole discretionary prerogative with the Superintendent and the Board of Education.

In the event that the board undertakes to dismiss the High School Principal during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this contract, this Contract shall automatically terminate and the board shall have no further obligation hereunder.

- C. **Disability of the High School Principal:** If the High School Principal is unable to perform the duties due to physical or mental disability, the Board may terminate this contract after the High School Principal has exhausted accumulated sick leave and any other Board paid leave that may be available, and has been absent from his employment for an additional period of ninety (90) days, or has been on workers disability compensation leave for a period of twelve (12) months.
12. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, the contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.
13. This Contract of Employment contains the entire agreement and understanding by and between the Board and the High School Principal with respect to the employment of the High School 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 the employment of the High School Principal by the board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing, is authorized by a valid vote of the Board, and signed by the High School Principal, the Superintendent, and the Board. 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.

14. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in this contract adopted by the Board on July 19, 2010, the same being incorporated herein by reference.

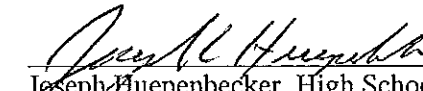
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year written above.

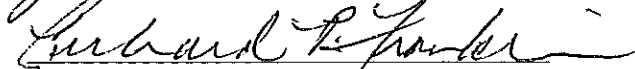
Date: 7/27/10

Date: Aug. 2, 2010

Date: \_\_\_\_\_

Date: \_\_\_\_\_

  
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Joseph Huepenbecker, High School Principal

  
\_\_\_\_\_  
Richard P. Franklin, Superintendent

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Dennis Stanton, Board President

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Daniel Loew Sr., Board Secretary