

HOLTON PUBLIC SCHOOLS

"Rooted in Community, Reaching for Excellence, Ready for the Future"

6500 Fourth St. Holton, MI 49425 Phone: (231) 821-1700 Fax: (231) 821-1724

Holton Public Schools Superintendent Employment Contract Between

Dr. Adam Bayne and The Board of Education of the Holton Public School District

This contract is entered into between the Board of Education of the Holton Public School District, referred to as the "Board of Education," and Adam Bayne as the "Superintendent."

The Board of Education at a meeting held on the 27th day of February, 2023, approved the continued employment of the Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

<u>Entire Agreement.</u> This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
- 1. TERM. This contract shall take effect on the 1st day of July, 2023, and continue in force through the 30th day of June, 2028, subject to extension and termination as provided in Paragraphs 4 and 11.
- 2. Duties. The Administrator represents that he or she meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education. The Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
- 3. EVALUATION. Annually, no later than the last day of August of each year during the term of this contract, the Board of Education shall review with the Administrator his/her performance as Superintendent by using the Michigan Association of School Board's Superintendent Evaluation tool. The first evaluation under this contract shall be conducted August 2024 covering the 2023-2024 School Year. The Administrator shall remind the Board of Education of this responsibility in a timely manner. This evaluation process shall comply with Section 1249 and 1249B of the Revised School Code, using multiple rating categories that take into account student growth data as a significant factor.

It is the policy of Holton Public Schools that no staff member, candidate for employment, program participant, or recipient of services shall experience discrimination on the basis of race, color, religion, national origin, creed or ancestry, age, gender, height, weight, marital status, disability or genetic information. Holton Public Schools is an equal opportunity employer. If you feel that you have been discriminated against, please contact:

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- 4. Extension. This contract will automatically renew for one contract year if the Superintendent receives an effective or highly effective evaluation.
- 5. TENURE EXCLUSION. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
- 6. Compensation. The Board of Education shall pay to the Administrator an annual salary of \$118,750 dollars for the school year 2023 2024. The salary shall be paid in 26 equal installments. With an effective or highly effective annual summative evaluation, increases shall be provided in the following amounts:
 - Not less than \$125,875 dollars for the 2024 2025 school year (~6% increase)
 - Not less than \$130,700 dollars for the 2025-2026 school year (~3.8% increase)
 - Not less than \$135,270 dollars for the 2026-2027 school year (~3.5% increase)
 - Not less than \$140,000 dollars for the 2027-2028 school year (~3.5% increase)
 - The Board agrees to pay the Superintendent 3% of base salary for the 2024-2025 school year, 4% of base salary for the 2025-2026 school year and 5% of base salary for 2026-2027 and 2027-2028 school years to be used as an annuity or other tax-deferred option as elected by the Superintendent in lieu of tuition and mileage reimbursement. The annuity or other tax-deferred option is to be paid between July 1 and July 31 of each year.
- 7. INSURANCE BENEFITS. During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff. The Superintendent shall be entitled to select one of the following insurance options:

Option #1

- Full family health, dental, and vision insurance (Any amount exceeding the hard cap amount consistent with law, employee contribution toward the health insurance premium to be covered at the expense of the Superintendent).
- Term life insurance equal to two (2) times current salary
- Negotiated long term disability

Option #2

- Full family dental and vision insurance
- Term life insurance equal to two (2) times current salary
- Negotiated long term disability
- Monthly stipend of \$450 as "cash in lieu" of health insurance package
- 8. Other Benefits. The administrator is entitled to the following specific benefits:
 - 12 sick days accumulative up to 130 days (payout up to 50 accumulated sick days at \$75 per day upon end of employment)
 - 2 personal leave days non-accumulative (no payout of unused days at end of employment)
 - 10 holidays (no payout of unused days at end of employment)
 - 20 vacation days- non-accumulative (pro-rated payout (per diem) for unused/earned days each year)

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- Professional dues
- Annual car/mileage allowance included as annuity in paragraph 6.
- Tuition reimbursement included as annuity in paragraph 6.
- 9. Merit Pay. For each year during the term of this contract, the Board of Education will award merit pay to the Administrator, based on an effective or highly effective annual performance evaluation provided in paragraph 3, according to the following schedule:
 - 3% of base salary (payable after October 1, 2024)
 - 4% of base salary (payable after October 1, 2025)
 - 5% of base salary (payable after October 1, 2026; October 1, 2027; October 1, 2028)
- 10. Special Provisions. The Administrator shall, if required by the Board of Education, provide the Board of Education with a report of examination by medical personnel for the purpose of determining that the Administrator is capable of performing essential job functions of the position.
- 11. Termination. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged for good and just cause and this contract terminated at any time for a reason which is not arbitrary or capricious, including failure to uphold any Board of Education bylaw, policy, or regulation. 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.
- 12. Severable type a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
- 13. Governing Law. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties to this Superintendent Employment Contract, sign our names and execute this contract on the dates reflected below.

For the Board of Education: Amy Brookhouse, President	By the Administrator:		
	(February 27, 2023)	Adam Bayne, Superintendent	(February 27, 2023)
Brian Byrnes, Secretary	(February 27, 2023)		

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