

EMPLOYMENT AGREEMENT

WHEREAS, Huron Valley Schools is a duly organized and existing general powers school district located within the counties of Oakland and Livingston, and

WHEREAS, the business affairs of the district are managed through the Huron Valley Schools Board of Education, and

WHEREAS, the board agrees to employ James Baker as Interim Superintendent of Schools for a term beginning May 1, 2012 and ending June 30, 2012, and thereafter on a month-to-month basis until his successor is chosen and fills the office of Superintendent of Schools and then immediately thereafter as Executive Director of Human Resources for a term ending June 30, 2014; and

WHEREAS, James Baker has agreed to serve as Interim Superintendent of Schools for a term beginning May 1, 2012 and ending June 30, 2012, and thereafter on a month-to-month basis until his successor is chosen and fills the office of Superintendent of Schools and then immediately thereafter as Executive Director of Human Resources for a term ending June 30, 2014; and

WHEREAS, both parties have reached agreement on the various terms of the contract as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, as hereinafter set forth, the parties agree as follows:

1. The district does hereby employ James Baker as Interim Superintendent of Schools for a term beginning May 1, 2012 and ending June 30, 2012, and thereafter on a month-to-month basis until his successor is chosen and fills the office of Superintendent of Schools and

then immediately thereafter as Executive Director of Human Resources for a term ending June 30, 2014.

2. For and in consideration of the services to be performed by him, Mr. Baker agrees to accept and the board agrees to pay:

a. While serving as Interim Superintendent of Schools a monthly salary of \$12,500.

b. While serving as Executive Director of Human Resources a monthly salary of \$9,478.

The parties intend that this salary shall be considered compensation under MCL 38.1303a(2).

3. While serving as Interim Superintendent of Schools, Mr. Baker shall work 221 days each contract year on an annualized basis. While serving as Executive Director of Human Resources, Mr. Baker shall work 224 days each contract year on an annualized basis. Mr. Baker shall be reimbursed on a per diem basis (calculated on salary) for additional days worked. Such days shall not exceed seven per contract year. Additional days may not be rolled over into the next contract year. The parties intend that any payment for extra days worked shall not be considered compensation under MCL 38.1303a(3)(a).

4. While serving as Interim Superintendent of Schools, Mr. Baker may take up to three personal days per contract year. These days may not be rolled over into the next contract year nor reimbursed if unused.

5. During the term of this contract, Mr. Baker shall be furnished a fully-paid group-term life insurance policy in an amount three times his salary, payable to the beneficiary of his choice. In the event that this agreement terminates by the Mr. Baker's voluntary retirement or is occasioned by medical disability, he shall be furnished a fully-paid group-term life insurance

policy in the amount of one and one-half times his salary at termination, until he reaches the age of seventy years. In the event that Mr. Baker subsequently accepts full-time employment with another school district, he shall transfer all rights, interests, and ownership in the life insurance policy to Huron Valley Schools. The parities intend that this benefit shall not be considered compensation under MCL 38.1303a(3)(d).

6. While serving as Interim Superintendent of Schools, Mr. Baker shall receive a monthly mileage expense allowance of \$700.00 for school district use of a car of his choice. While serving as Executive Director of Human Resources, Mr. Baker shall receive a monthly mileage expense allowance of \$149.00. These amounts shall be adjusted annually each July 1st based upon the percentage change from June to June in the maximum IRS-approved mileage rate. Mr. Baker shall be reimbursed for mileage at the IRS-approved maximum rate for use of the car outside of Oakland County in his official capacities. The parities intend that this benefit shall not be considered compensation under MCL 38.1303a(3)(d).

7. Mr. Baker agrees that he will perform all those duties as may be required by law, the board, or the board's rules, regulations, bylaws, and policies, consistent with law, including attendance at and participation in such meetings as may be required by the board, to the utmost of his ability and without moral turpitude. If, at any time, Mr. Baker fails to maintain the credentials and qualifications for the positions required by this agreement, the agreement shall automatically terminate without further obligation. Mr. Baker may be discharged and this agreement terminated at any time for just cause, including failure to uphold any board rule, regulation, bylaw, or policy as is consistent with law. At least thirty days before such discharge, the board shall serve in writing to Mr. Baker notice of the cause for dismissal and a summary of any evidence. Mr. Baker shall have the right to a hearing before the board within the thirty days.

At the hearing, Mr. Baker may be represented by counsel at his own expense and may present witnesses and evidence on his own behalf. The board shall provide minutes of the hearing.

8. Nothing in this contract shall be deemed to be a grant of tenure in the position of Interim Superintendent of Schools, Executive Director of Human Resources, or any other administrative position within the district.

9. Mr. Baker shall receive the same medical, hospital, dental, vision, and disability health care insurance policy, or cash in lieu of benefits, provided to other administrative employees. Mr. Baker shall pay ten percent of the costs of any and all medical, pharmacy, dental, vision, disability, long-term care, or any other type of benefit that would constitute a health care services benefit provided to Mr. Baker and his dependents. Any increase in the district's portion of health care services benefit costs in excess of ten percent from one contract year to the next shall also be paid by Mr. Baker and in no event shall the Mr. Baker's annual contribution to health care services benefit costs be less than ten percent of the cost of such benefits that are provided to him. The parties intend that these benefits, or cash in lieu of benefits, shall not be considered compensation under MCL 38.1303a(3)(c). Mr. Baker shall be entitled to the following benefits approved in the Huron Valley Administrators Association Handbook: retirement incentive for administrators, severance pay, longevity pay, and sick leave. The parties intend that longevity pay and sick leave pay shall be considered compensation under MCL 38.1303a(2)(d) and (f). The parties intend that retirement incentive and severance pay shall not be considered compensation under MCL 38.1303a(3)(d).

10. Prior to June 30, 2012, Mr. Baker shall continue to receive annual deferred compensation of \$1,500 to be paid by the district into a section 403(b) or other investment plan of the executive director's choice as provided in his prior employment contract. Beginning with

the July 1, 2012 through June 30, 2013 school year, if and while serving as Interim Superintendent of Schools, Mr. Baker shall receive deferred compensation each school year, without proration, of \$8,136 to be paid by the district into a section 403(b) or other investment plan of his choice. Upon return to the position of Executive Director of Human Resources, Mr. Baker's deferred compensation shall be \$1,500. The parties intend that this deferred compensation shall be considered compensation under MCL 38.1303a(2)(g).

11. Mr. Baker shall institute and participate in a complete physical examination of himself, conducted by a local physician, clinic, or hospital, the results of which shall be disclosed to him only, except that he shall cause the physician, clinic, or hospital conducting said physical examination to forward to the secretary of the board a statement of his physical ability or inability to perform his duties of employment, which statement shall be considered confidential by the board. This statement is not intended as an exclusive determination binding on the board; however, it will be considered by it in any decision made relative to the continuation of this agreement. Any expense connected with such physical examination, which is not payable under or reimbursable by Mr. Baker's medical or hospitalization policy, shall be paid by the district. The parties intend that any such reimbursement shall not be considered compensation under MCL 38.1303a(3)(d).

12. Pursuant to district policies and board directives, all legitimate expenses incurred by Mr. Baker in his official capacities shall be reimbursed upon submission of proper receipts and vouchers. Mr. Baker is expected to establish and maintain good relationships with persons and entities in positions to aid and assist in advancing the district's interests. The board encourages and supports participation in community, social, and civic affairs and attendance at conferences, school sites, and training sessions as part of the appropriate role of the Interim

Superintendent of Schools. These expenses are considered legitimate reimbursable expenses. The parties intend that such reimbursements shall not be considered compensation under MCL 38.1303a(3)(d).

13. The district agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify Mr. Baker from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or his official capacity as agent and employee of the district provided the incident arose while he was acting within the scope of his employment.

14. Mr. Baker agrees to provide the board with a minimum of ninety days written notice in the event that he wishes to terminate this agreement during the term hereof.

15. While serving as Interim Superintendent of Schools, the board shall evaluate Mr. Baker annually. Mr. Baker shall advise the board of this obligation during the month of January each year. The board or its committee shall establish goals with input from Mr. Baker. The board shall implement a three-tier merit provision for the purpose of rewarding achievement of specific performance objectives under which Mr. Baker shall be paid up to one percent of his salary per year for satisfactory attainment of specific tier I goals, up to an additional two percent of his salary per year for satisfactory attainment of specific tier II goals, and up to an additional three percent of his salary per year for satisfactory attainment of specific tier III goals. The goals shall be set forth by the board each contract year in a separate document passed by board resolution. Such goals are hereby incorporated into this contract by reference as if such goals were specifically set forth herein. The board alone, in its sole discretion, shall determine whether goal attainment has been met in any contract year. This payment shall be made by June 30th of

the contract year. The parties intend that this merit pay shall be considered compensation under MCL 38.1303a(2)(h).

While Mr. Baker is serving as Executive Director of Human Resources, the superintendent may implement a merit provision for the purpose of rewarding achievement of specific performance objectives under which Mr. Baker may be paid each contract year up to four and one-half percent of his base salary in recognition of significant accomplishment of specific management goals and up to four and one-half percent of his base salary in recognition of significant accomplishment of specific leadership goals. The superintendent may set these goals. The superintendent alone, in his or her sole discretion, shall determine whether goal attainment has been met in any contract year and to what extent, if any, such merit provisions should be paid. These payments, if and to the extent paid, shall be made each June 30th at the conclusion of the contract year.

The parties intend that this merit pay shall be considered compensation under MCL 38.1303a(2)(h).

16. This agreement may be reopened each year for the purposes of negotiating any of the terms hereof, however, under no circumstances, shall Mr. Baker be required to take either a decrease in salary or a lessening of the terms of this contract because of the fact that the contract is reopened for negotiations.

17. The board agrees to provide Mr. Baker with ninety days written notice of intent not to renew this employment agreement before the termination date of this agreement, or the contract shall be extended for a one-year period.

18. Essential to this agreement is the proper classification of compensation under MCL 38.1303a. In the event through the parties' mutual mistake, a change in the law, or any

other reason the elements designated herein as intended as compensation for purposes of MCL 38.1303a are construed by any agency, board, hearing officer, or court not to be considered compensation, this contract shall be reformed to designate such item as salary and within the definition of compensation.

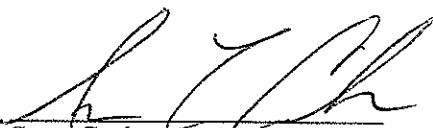
19. The Huron Valley Schools Board of Education may terminate this agreement for budgetary reasons at any time with ninety days prior written notice to Mr. Baker.

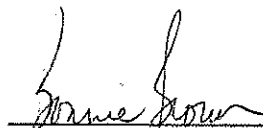
20. In the event that any provision of this agreement is found by a court or tribunal of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this agreement shall nevertheless be binding and enforced as the agreement of the parties.

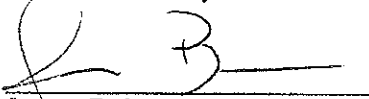
21. This employment agreement constitutes the entire understanding and agreement of the parties and supersedes all prior agreements. No oral agreements shall be binding on either party, or be used to interpret or alter the terms hereof.

22. No change shall be effective with respect to the terms of this employment agreement unless in writing signed by both parties.

HURON VALLEY SCHOOL DISTRICT

By: 
Sean Carlson
Its: President

By: 
Bonnie Brown
Its: Secretary


James Baker

DATED: 4/27/12