

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Holly Area Schools Board of Education (hereinafter "Board") and **R. Kent Barnes** (hereinafter "Superintendent") that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said Superintendent for a 3 year period commencing on September 1, 2010 and ending on June 30, 2013, according to the terms and conditions described as follows:

Section I – Duties and Qualifications

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education.
2. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be established, modified and/or amended from time to time by the Board. The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District.
3. The Superintendent represents that he/she 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 assigned. Additionally, the Superintendent agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If, at any time, the Superintendent 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 obligations herein under.

Section II – Employment Schedule

1. The Superintendent 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. The Superintendent is entitled to the following holidays for which no services to the School District are required: July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.
2. The Superintendent shall be granted vacation time of twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of use of vacation days. The Superintendent shall schedule vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. Normal winter and spring breaks shall be work weeks unless otherwise taken as vacation periods.

3. If the Superintendent is absent from duty on account of personal illness, disability, or personal business which cannot be conducted outside of normal business hours, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 120 days for absence due to personal illness or disability.
4. Leaves with pay not to be charged against the Superintendent's accumulation of leave time include:
 - A. A maximum of five (5) days in each instance in the case of death of husband, wife, sister, brother, mother, father, son, daughter, aunt, uncle, grandparent or grandchild, or in-laws of the same relationship.
 - B. A leave of absence shall be granted if the Superintendent is called for jury service, provided that the Board shall only be obligated to pay an amount equal to the difference between the Superintendent's salary as computed on a daily basis, and the daily jury fee paid by the court, and provided further, that the Board shall only be obligated to pay said difference when the Superintendent cooperates with the Central Office in seeking to be excused from such service.
 - C. If the Superintendent is served with a subpoena to appear in court he will be granted leave with pay for the time required.

Section III – Wages

1. The annual salary of the Superintendent shall be the sum of \$125,783 for the 2011/12 school year. The annual salary shall be paid in bi-weekly installments during the applicable twelve (12) month period. This represents a 0% increase from the 2010/11 school year, consistent with the HEA contract. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become part of this contract.
2. The Superintendent will receive four percent (4%) annually, with the second pay of July to be used with his other personal contributions toward a tax-sheltered annuity, mutual fund, retirement purchase, salary, additional insurance, etc., of his choice.
3. A \$3,000 Honorarium will be paid to the Superintendent on or about September 30 of each year, provided that the Superintendent has achieved a Doctoral degree from a certified college or university.

Section IV – Benefits

1. The Superintendent shall receive the following benefits or their generally comparable equivalents which are subject to annual review and modification by the Board:

Health insurance – Health Plus Plan (7.5% Employee Contribution).

Dental insurance – 80-80-80.

Term life insurance in the amount of twice the annual salary (limited to \$200,000)

Vision insurance

Long Term Disability insurance policy

Additional options, such as short-term disability are available for purchase by the Superintendent.

2. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

Section V – Other Compensation

Travel

1. If a district supplied vehicle is not available, the district will provide a per mile reimbursement at the IRS approved mileage rate for the use of a personal vehicle while for school business.

2. The Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. The Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board.

Professional Development

3. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. The district shall encourage the Superintendent to be an active member of the Oakland County Superintendents Association, Michigan Association of School Administrators, and American Association of School Administrators, and shall pay all dues and assessments of said organizations on behalf of the Superintendent.

4. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself which are not prepaid by the Board. The Board shall pay any fees and expenses incurred by the Superintendent in attending the annual MASA conferences. The Board shall pay the membership fee for the Superintendent to be a member of one local service club to be mutually agreed upon by the Board and the Superintendent.
5. University class tuition will be reimbursed at a rate of up to \$150 per credit hour for a maximum of six (6) credit hours per calendar year for job related courses. The Superintendent must pass the course in order to be entitled to reimbursement.

Section VI - Performance

1. The Superintendent's performance shall be evaluated by the Board at least annually, using the criteria and evaluation process mutually agreed to by the Board and the Superintendent.
2. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for good and just cause. 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. The board shall not arbitrarily and capriciously dismiss the Superintendent. No discharge shall be effective until written charges have been served upon him and he shall have the opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
3. 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. Nonrenewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

Section VII - Conditions of Employment

1. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or any other administrative position by virtue of this Contract or any employment assignment with the School District.
2. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. A statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

3. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of the Superintendent 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

4. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, and signed by 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.

5. Arbitration - In the event of any dispute between the parties including, but not limited to nonrenewal or discharge of the Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract, including (but not limited to) nonrenewal, claims of unlawful discrimination, and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge during the term of this Contract, nonrenewal, or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

6. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s), provided that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

7. This Agreement is executed on behalf of the Holly School District pursuant to the authority granted under the laws of the State of Michigan.

This Agreement is executed on behalf of the Holly School District pursuant to the authority granted as contained in the resolution of the Board adopted on January 10, 2011, the same being incorporated herein by reference. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: March 14, 2011 R. Kent Barnes
Superintendent, R. Kent Barnes

HOLLY AREA SCHOOLS
BOARD OF EDUCATION

Date: MARCH 14, 2011 [Signature]
President - Anthony Mayhew

Date: 3/14/11 [Signature]
Secretary - Robin Carne