

HURON VALLEY SCHOOLS
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT, made and entered into in the County of Oakland, State of Michigan, on this 6th day of October, 2014, by and between the Huron Valley Schools, a general powers school district (hereinafter the "School District") and James Baker (hereinafter the "Superintendent"). This Contract shall supersede and supplant all other and former contract(s) or other agreements between the parties pertaining to the employment of the Superintendent.

IT IS AGREED:

1. *Term.* The School District, hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a three (3) year term commencing on July 1, 2014 and ending on June 30, 2017, subject to all covenants and conditions of this Contract. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, within the meaning of the Michigan Revised School Code, and subject to the provisions of this Contract.

2. *Duties.* The Superintendent agrees to serve the School District and perform the duties of a Superintendent as directed by the Board of Education, and as set forth within any applicable policies of the School District, and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract.

3. *Compensation.*

a. *Salary.* During the period of this Contract, the School District agrees to pay the Superintendent the following salary:

1. The salary for the 2014-2015 school fiscal year (July 1, 2014 through June 30, 2015) shall be One Hundred Seventy Thousand Dollars (\$170,000.00).

2. The salary for the 2015-2016 school fiscal year (July 1, 2015 through June 30, 2016) shall be subject to determination by the Board of Education, but in no event shall the annual salary be less than that pertaining to the salary for the 2014-2015 school fiscal year.

3. The salary for the 2016-2017 school fiscal year (July 1, 2016 through June 30, 2017) shall be subject to determination by the Board of Education, but in no event shall the annual salary be less than that pertaining to the salary for the 2015-2016 school fiscal year.

4. A significant factor in determining compensation and additional compensation shall be the job performance of the Superintendent pursuant to Section 1250 of the Revised School Code.

5. The salary to be paid the Superintendent, should he work less than a full calendar year, shall be that pro rata portion of the full calendar year that the Superintendent actually renders service.

b. *Merit Pay.*

1. Each year of this Contract, the Superintendent shall be eligible to receive merit pay, in addition to salary, for achievement of specific performance objectives, consisting of both School District Goals and Focused Goals which are relevant to the improvement of the financial and/or educational status of the School District, measurable, and time bound. Such specific performance objectives shall be established, or affirmed, prior to January 1 of each year .

2. The total maximum annual merit pay available during each year of this Contract shall be Forty-Two Thousand Five Hundred Dollars (\$42,500.00), allocated 70% to achievement of School District Goals and 30% to achievement of Focused Goals.

3. The Board of Education, in its sole discretion and through the performance evaluation process, shall annually determine whether, and to what extent, the specific performance objectives (School District Goals and Focused Goals) have been met and, accordingly, what portion of the maximum merit pay has been earned by, and will be awarded to, the Superintendent.

4. Merit pay shall be considered "compensation" earned within the meaning of MCL 38.1303a.

The Superintendent agrees to devote the time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other administrative personnel employed by the School District. Merit pay, if earned, shall be paid in two (2) lump sums, the first upon December 31 and the second upon June 30. The School District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. The School District shall also make all employer contributions required by law to be made to the Michigan Public School Employees Retirement System regarding and on behalf of the Superintendent.

4. *Work Year.* The Superintendent shall perform the duties over the full fifty-two (52) weeks of the calendar year, less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and, if requested, its committees, and to attend and participate in School District functions and, on occasion, other civic activities having relation to the School District's interests within the School District community. The time expended in attending such meetings and activities has been taken into account in setting the Superintendent's compensation and thus no additional compensation shall be forthcoming for such attendance.

5. *Tenure.* It is expressly agreed that the Superintendent shall not be deemed to be granted or to otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/ non classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

6. *Performance Evaluation.* The Board of Education shall evaluate the performance of the Superintendent no later than June 30 and December 31 of each year of this Contract. Performance evaluation shall include, but be not necessarily limited to, a consideration of the Superintendent's progress/achievement regarding School District Goals and Focused Goals, and shall be in full compliance with Sections 1249 and 1250 of the Revised School Code. As a result of the Superintendent's performance, as reflected within the evaluations, the Board of Education, on or before June 30, may elect to offer the Superintendent an extension of his Contract, or any successor thereto, by an additional one (1) year period or more.

7. *Certification and Continuing Education.* The Superintendent shall fulfill all applicable certification and continuing education requirements promulgated by the State Board of Education and the Department of Education pursuant to the Revised School Code and any other statute or regulation. The School District shall reimburse the Superintendent for any tuition or other necessary expenses in connection with meeting said certification or continuing education requirements.

8. *Conflict of Interest.* The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

9. *Other Work.* The Superintendent may undertake speaking engagements, writing, lecturing or other professional duties and obligations when such activities do not in any manner impinge upon the time and effort required to be exerted by the Superintendent in the discharge of the Superintendent's responsibilities under this Contract. Any such activity shall be discussed and agreed upon through discussion with the President of the Board of Education. Such

discussion should take place, if possible, no later than thirty (30) days prior to the start of such work.

10. *Professional Expenses.* The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Subject to approval in advance of such activity or conference by the President of the Board of Education, the Superintendent shall be reimbursed, consistent with Board policy, for the reasonable costs of long-distance travel (beyond 100 mile radius of Board of Education offices), meals, and lodging in connection with such attendance and participation. The Superintendent may be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state income tax reporting purposes.

11. *Membership Dues.* Subject to the Board of Education's prior approval, the School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations. The Superintendent shall submit a list of all such organizations, and the cost of each, to the President of the Board of Education prior to the month of September of each year. Membership requests after September should be discussed with the President prior to the date of joining.

12. *Automobile.* The School District shall not provide the Superintendent an automobile but shall reimburse the Superintendent, at the maximum allowable IRS rate, for all automobile mileage in connection with school-related travel.

13. *Cellular Telephone.* The Superintendent shall be required to own or lease a fully operational cellular telephone for purposes of communicating with School District personnel and to otherwise fulfill the responsibilities of the position of Superintendent. The School District shall provide a cellular phone to the Superintendent or, at its option, reimburse the Superintendent for all reasonable and necessary costs in connection with such cellular telephone.

14. *Vacation.* The Superintendent shall receive twenty-five (25) work days of vacation per calendar year, exclusive of holidays, which shall accrue on January 1 of each year. Days hereby allocated for vacation shall solely be available for use during the calendar year to which they are attributable and shall lapse if unutilized during that calendar year, excepting that the Superintendent may elect to carry over no more than ten (10) vacation days to the succeeding year, provided that at no time shall the total useable vacation days exceed thirty-five (35). Vacation days shall be taken at the Superintendent's discretion, but upon prior notice of scheduling same made to the President of the Board of Education. Also, any vacation period in excess of ten (10) consecutive work days is subject to prior approval of the Board of Education President. Unutilized vacation days shall have no monetary value at any time.

15. *Other Benefits.* The Superintendent shall receive the same medical, hospital, dental, vision, disability, retirement incentive, severance pay, longevity pay, tuition

reimbursement, and sick leave benefits provided other administrators and contained within the current, or hereafter modified, Huron Valley Administrators Association Handbook. The School District reserves the right to modify or change any such benefits from time to time by resolution of the Board of Education, in which event any such action shall modify or change the benefits provided to the Superintendent hereunder.

16. *Deferred Compensation.* The Superintendent shall be permitted to defer any portion of his salary or merit pay herein to the extent, and in the manner, permitted by law.

17. *Term Life Insurance.* The School District shall, at all times during the effective dates of this Contract, provide the Superintendent, at no cost to the Superintendent, a term life insurance policy providing a death benefit of no less than \$460,000.

18. *Mid-Term Termination of Contract.* In addition to any other rights the School District may have by law or under this Contract, this Contract may be terminated at any time during its term by the School District for just and reasonable cause including, but not limited to, acts of unprofessional conduct, moral turpitude, misconduct, or if the Superintendent violates any of the terms or covenants of this Contract. In such event, the Superintendent shall be advised, in advance, of the grounds for proposed termination of the Contract and provided an opportunity for a meeting with the Board of Education or its designee in regard to the prospect of such termination. In the event the Superintendent elects to contest the Board of Education's disposition in regard to such termination, the Superintendent shall have the right, to the exclusion of any other rights or remedies otherwise available to the Superintendent at common law or by statute, to request arbitration per Paragraph 20 of this Contract.

19. *Non-Renewal of Contract.* In the event the Board of Education decides not to renew the Superintendent's Contract, the Superintendent shall be provided such notice and process as is required by the Revised School Code. The Superintendent acknowledges that he has no expectation of employment by the School District beyond the expiration date established in this Contract. The decision whether to renew or not to renew the contractual relationship is solely that of the Board of Education for the School District.

20. *Arbitration.* Any claim of violation of this Contract or any claim arising from or relating to the Administrator's employment, or termination thereof, including but not limited to, any claim arising under State or Federal civil rights statutes, other statutes, State or Federal constitutions or common law, must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Employment Disputes (or if superceded by the rules then applicable). The parties acknowledge that this agreement to submit claims to arbitration is authorized by the Michigan Arbitration Act, MCL 600.5001 et seq. and constitutes a clear and knowing waiver of the right to adjudicate employment related claims, including discrimination claims, in a court of law. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto.

21. *Indemnification.* The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgment, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent, to the extent permitted by law. The School District may purchase liability insurance to satisfy all, or any portion of, this indemnification. The Superintendent shall give the Board of Education of the School District notice of any possible claim or action against him/her. The Board of Education shall have the right to appoint the attorney to conduct the defense of any such claim or action. The Superintendent agrees to fully cooperate in the defense of any claim or action and his failure to do so shall nullify this indemnification clause. This clause shall survive the expiration of this Contract. This paragraph shall not apply where the Superintendent is an adverse party to the School District in a lawsuit or quasi-judicial proceeding involving the Superintendent's termination or any other provision of this Contract.

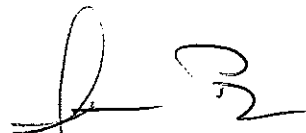
22. *Totality of Terms.* The foregoing Contract constitutes the complete understanding, duties, rights, and agreements of the parties relative to employment of the Superintendent. The Superintendent acknowledges that no other promises or agreements, written or oral, relative to his employment and/or continuation of employment exist. The Superintendent acknowledges and agrees that his expectations in relation to possible renewal or non-renewal of this Contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this Contract and that no person or entity other than the Board of Education for the School District, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.



Rebecca Walsh
President, Board of Education

Dated: October 6, 2014



James Baker
Superintendent

Dated: 10/6/14