

**Holt Public Schools  
Dimondale and Holt, Ingham and Eaton Counties, Michigan**

**Superintendent's Contract of Employment**

**June 20, 2016**

This Contract of Employment, made on the above date, between the Board of Education of the Holt Public Schools, the Counties of Eaton and Ingham, the State of Michigan hereinafter termed the Board, and:

**David G. Hornak, Ed.D.**

hereinafter termed the Superintendent.

**WITNESSETH:**

**Terms of Employment:** The Board agrees to employ the Superintendent, in an administrative capacity as Superintendent of Schools for a term of three (3) years from July 1, 2016 to June 30, 2019. The Superintendent agrees to serve the District for said period and to fully perform the duties of his position subject to the policies and procedures of the Board, and other regulations, duties and requirements, imposed by applicable statutes of the State of Michigan.

**Compensation:** Effective July 1, 2016, the Board agrees to pay the Superintendent the sum of \$149,014 for the performance of the terms of this contract, and not less than \$149,014 for each of the subsequent two years (through June 30, 2019). Said sum reflects the base salary of the Superintendent \$143,514, plus \$3,000 in advanced degree compensation and \$2,500 in longevity compensation for the year commencing July 1, 2016 to June 30, 2019. The base salary of the Superintendent will increase annually at a minimum of the same percentage approved by the Board for the District Administrative Team. One twenty-fourth (1/24<sup>th</sup>) of the annual salary will be paid on the 15<sup>th</sup> and on the last day of each month; and payments are subject to tax withholding and social security deductions.

**Automobile:** In light of the unique nature of the professional duties of the Superintendent of Schools, the District shall provide the Superintendent with an automobile for his business and personal use. The automobile shall be fully maintained by the District, including, but not limited to, keeping the automobile in a safe, usable condition and providing for all expenses incidental to automobile usage.

**Evaluation:** The Board of Education, no later than the last day of June of each year during the term of this contract, will review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. The Board and the Superintendent will use State required criteria and may mutually agree upon other evaluation criteria. An informal pre-evaluation conversation shall be completed each year in April preceding the final evaluation in May.

**Extension:** The Board of Education, no later than the last day of June of each year during the term of this contract, will consider extending the contract for an additional one-year period. In exercising this option, the Board also shall establish the annual base salary to be paid to the Superintendent for the school year including the extension.

**Tenure:** The Superintendent shall not be deemed to be granted continuing tenure as superintendent.

**Professional Liability:** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, complaints, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

**Professional Growth:** The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

**Professional Dues:** The District shall pay the association dues of the Superintendent for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA Region in which the School District is located, as well as other appropriate affiliations as approved.

**Medical Examination:** The Superintendent agrees to have a comprehensive medical examination once every two years. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

**Fringe Benefits:** The Board will provide the Superintendent with benefits according to those currently provided by Board Policy to other administrators in the District, as follows:

Health, Dental, Vision and LTD	Board Policy 2300
Life Insurance	Board Policy 2300
Leave of Absence	Board Policy 2300
Holidays	Board Policy 2500
Vacation	Board Policy 2600
Early Retirement	Board Policy 2300
Terminal Leave Pay	Board Policy 2300
Administrative Salary Schedule	Board Policy 2200

**Information for Salary and Fringe Benefits:**

**NAME/TITLE:** David G. Hornak, Superintendent

**DATE OF HIRE:** 8/12/1994

**YEARS TOWARD LONGEVITY – As of July 1, 2016:** 22

**DEGREE:** Ed.D.

**Termination:** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. If, at any time, the Superintendent fails to maintain the credentials and qualifications as a Michigan Superintendent, the contract shall automatically terminate. The Superintendent represents that he holds all certificates and other qualifications required by law for a Michigan Superintendent.

**Severability:** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

**Residency:** The Superintendent agrees to reside within a twenty (20) mile radius of the boundaries of the Holt/Dimondale School District subject to State Law.

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Lori Zajac  
President, Board of Education  
Holt Public Schools

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David G. Hornak, Ed.D.  
Superintendent of Schools  
Holt Public Schools

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Debbie Roeske  
Vice President, Board of Education

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Mark Perry  
Treasurer, Board of Education

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Jeana McKee  
Secretary, Board of Education

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Julie Bureau  
Trustee, Board of Education

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Lori Murphy  
Trustee, Board of Education

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Doug Needham  
Trustee, Board of Education

# DO NOT INCLUDE THIS PAGE IN PRINTED CONTRACT

NAME: DAVID G. HORNAK

TITLE: SUPERINTENDENT

DATE OF HIRE: 8/12/1994

SALARY LEVEL: Per Board of Education

YEARS TOWARD LONGEVITY – As of July 1, 2016: 22

FRINGE BENEFITS: PER BOARD POLICY

DEGREE: Ed.D.

LENGTH OF SERVICE FOR PURPOSES OF CALCULATING VACATION: 23 credit years of service = 23 days

CERTIFICATION: ADMINISTRATOR – 6/30/2018 need credits/SCHECHs each 5 year period thereafter  
ELEMENTARY & SECONDARY ADMIN K-12; CENTRAL OFFICE