

Holton Public Schools Superintendent Employment Contract

COPY

Between

Jason Kennedy
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 Jason Kennedy as Superintendent.

Because the Board of Education at a meeting held on the 11th day of June, 2012, approved the employment of the Administrator as 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:

1. **TERM.** This contract shall take effect on the 1st day of July, 2012, and continue in force through the 30th day of June, 2015, 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.

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. The 1st evaluation shall be conducted August 2013 covering the 2012-2013 School Year. The Administrator shall remind the Board of Education of this responsibility in a timely manner.

4. **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. *Board Option.* The Board of Education, no later than the 31st day of May of each year, during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education, in its sole discretion and with or without cause, may decline to extend this contract for an additional year.

B. *Operation of Law.* Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.

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 \$99,000 dollars for the school year 2012 to 2013 and, with an effective or highly effective annual evaluation results, increases shall be provided in the following amounts:

not less than \$100,485 dollars for the school year 2013 to 2014

not less than \$102,495 for the school year 2014 to 2015.

The salary shall be paid in 26 equal installments.

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.

8. OTHER BENEFITS. The administrator is entitled to the following specific benefits:

10 sick days – accumulative (no payout of unused days at 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 for unused/earned days)
Professional dues
Annual car/mileage allowance of \$1,500.00 per school year, payable in January of each school year (beginning January 2013 for the 2012-2013 school year).

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:

\$2000 for the 2012-2013 School Year (payable after October 1, 2013)

\$2500 for the 2013-2014 School Year (payable after October 1, 2014)

\$3000 for the 2014-2015 School Year (payable after October 1, 2015)

Merit Pay for the initial 3 years of the contract (July 2012 – June 2015) shall be deposited into an account agreed upon by the Board of Education and the Administrator and will not be disbursed to the Administrator should employment with the district be severed prior to June 30, 2015.

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.

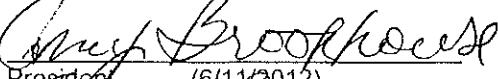
11. TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for a reason which is not arbitrary or capricious, including failure to uphold any Board of Education bylaw, policy, or regulation.

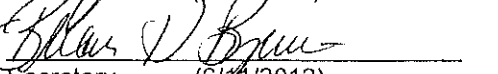
12. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

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.

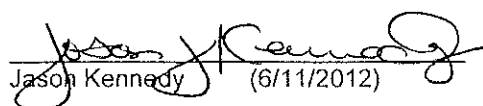
FOR THE BOARD OF EDUCATION:



President (6/11/2012)


Secretary (6/11/2012)

BY THE ADMINISTRATOR:



Jason Kennedy (6/11/2012)