



HOLTON PUBLIC SCHOOLS  
"Rooted in Community, Reaching for Excellence,  
Ready for the Future"

6500 Fourth St.  
Holton, MI 49425  
Phone: (231) 821-1700  
Fax: (231) 821-1724

## Holton Public Schools Superintendent Employment Contract Between

Adam Bayne  
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 Adam Bayne as the "Superintendent."

The Board of Education at a meeting held on the 26th day of June, 2020, approved the continued employment of the 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:

Entire Agreement. This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

1. **TERM.** This contract shall take effect on the 1<sup>st</sup> day of July, 2020, and continue in force through the 30<sup>th</sup> day of June, 2023, 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. The Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator 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 obligation hereunder.

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 first evaluation under this contract shall be conducted August 2021 covering the 2020-2021 School Year. The Administrator shall remind the Board of Education of this responsibility in a timely manner. This evaluation process shall comply with Section 1249 and 1249B of the Revised School Code, using multiple rating categories that take into account student growth data as a significant factor.

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

It is the policy of Holton Public Schools that no staff member, candidate for employment, program participant, or recipient of services shall experience discrimination on the basis of race, color, religion, national origin, creed or ancestry, age, gender, height, weight, marital status, disability or genetic information. Holton Public Schools is an equal opportunity employer. If you feel that you have been discriminated against, please contact:



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A. *Board Option.* The Board of Education, no later than the 30th day of April 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 without a formal vote.

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 \$107,661 dollars for the school year 2020 – 2021. The salary shall be paid in 26 equal installments. With an effective or highly effective annual summative evaluation, increases shall be provided in the following amounts:

- Not less than \$109,275 dollars for the 2021 – 2022 school year (1.5% increase)
- Not less than \$110,914 dollars for the 2022-2023 school year (1.5% increase)
- The Board agrees to pay the Superintendent \$2500 each contractual year to be used as an annuity or other tax-deferred option as elected by the Superintendent in lieu of tuition and mileage reimbursement. The annuity or other tax-deferred option is to be paid between July 1 and July 31 of each year.

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. The Superintendent shall be entitled to select one of the following insurance options:

Option #1

- Full family health, dental, and vision insurance (Any amount exceeding the hard cap amount consistent with law, employee contribution toward the health insurance premium to be covered at the expense of the Superintendent).
- Term life insurance equal to two (2) times current salary
- Negotiated long term disability

Option #2

- Full family dental and vision insurance
- Term life insurance equal to two (2) times current salary
- Negotiated long term disability
- Monthly stipend of \$450 as "cash in lieu" of health insurance package



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

- 10 sick days – accumulative up to 130 days (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 included as annuity in paragraph 6.
- Tuition reimbursement included as annuity in paragraph 6.

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:

- \$3000 (payable after October 1, 2021; October 1, 2022; October 1, 2023)

11. 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.

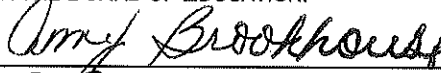
12. TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for a reason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

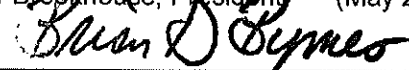
13. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

14. 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:

  
\_\_\_\_\_  
Amy Brookhouse, President (May 26, 2020)

  
\_\_\_\_\_  
Brian Byrnes, Secretary (May 26, 2020)

BY THE ADMINISTRATOR:

  
\_\_\_\_\_  
Adam Bayne, Superintendent (May 26, 2020)

