

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

Superintendent's Contract of Employment

July 1, 2019

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, 2019 to June 30, 2022. 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, 2019, the Board agrees to pay the Superintendent the sum of \$156,787 for the performance of the terms of this contract, and not less than \$156,787 for each of the subsequent two years (through June 30, 2022). Said sum reflects the base salary of the Superintendent \$150,787, plus \$3,000 in advanced degree compensation and \$3,000 in longevity compensation, for the years commencing July 1, 2019 to June 30, 2022. 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 (1/24th) of the annual salary will be paid on the 15th and on the last day of each month; and payments are subject to tax withholding and social security deductions.

Automobile: In addition to the above compensation, in light of the unique nature of the professional duties of the Superintendent of Schools, the District shall provide an annual automobile allowance, at a rate of \$10,000 per annum or documented business mileage at the standard IRS business mileage rate, not to exceed \$10,000.

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.

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	Administrator Benefit Schedule
Life Insurance	Administrator Benefit Schedule
Leave of Absence	Administrator Benefit Schedule
Holidays	Administrator Benefit Schedule
Vacation	Administrator Benefit Schedule
Early Retirement	Administrator Benefit Schedule
Terminal Leave Pay	Administrator Benefit Schedule

Information for Salary and Fringe Benefits:

NAME/TITLE: David G. Hornak, Superintendent

DATE OF HIRE: 8/12/1994

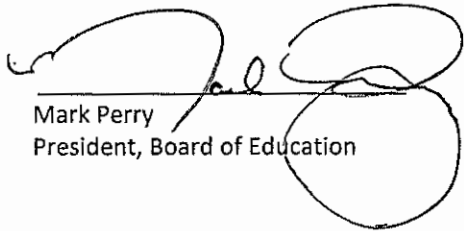
YEARS TOWARD LONGEVITY – As of July 1, 2019: 25

DEGREE: Ed.D.

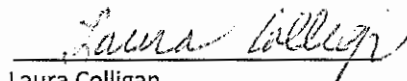
Termination: The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. If, at any time, the Superintendent fails to maintain the credentials and qualifications as a Michigan Superintendent, the contract shall automatically 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.



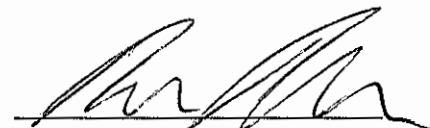
Mark Perry
President, Board of Education



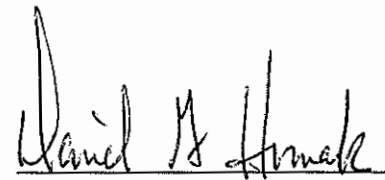
Laura Colligan
Vice President, Board of Education



Julie Bureau
Secretary, Board of Education



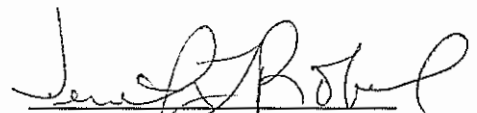
Ben Bakken
Treasurer, Board of Education



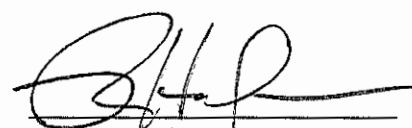
David G. Hornak, Ed.D.
Superintendent of Schools
Holt Public Schools



Amy Dalton
Trustee, Board of Education



Jennifer Robel
Trustee, Board of Education



Dr. Robert Halgren
Trustee, Board of Education