

**EMPLOYMENT AGREEMENT FOR
SUPERINTENDENT OF ATHENS CITY SCHOOLS**

This is an Employment Agreement (the "Agreement") entered into between William Holladay (hereinafter the "Superintendent") and the Athens City Board of Education (hereinafter the "Board") effective on the date indicated and expiring pursuant to the terms contained herein. The parties to the Agreement, for good and valuable consideration, and based on the mutual covenants set out herein, the receipt and sufficiency of which are hereby acknowledged, understand and agree to the following terms:

1. APPOINTMENT

In accordance with action taken by the Board at its special meeting on May 22, 2013, the Board hereby appoints William Holladay as the Superintendent of the Athens City Board of Education, and William Holladay agrees to accept such appointment, subject to the terms set forth in this Agreement.

2. DUTIES

The parties agree that the Superintendent shall perform the duties of Superintendent for the Athens City School System (the "System") in accordance with the laws of the State of Alabama, including but not limited to *Alabama Code* § 16-12-3 (1975), the rules and regulations of the Alabama State Department of Education, and the rules, regulations and policies of the Board. The Superintendent shall perform other such duties and services as may be assigned to him from time to time by the Board. The Superintendent shall fulfill all aspects of this Agreement, any exception thereto being by mutual written consent of the Board and Superintendent. The Superintendent shall devote substantially his full time, skill, labor, attention, and efforts to his duties as Superintendent.

3. CERTIFICATION AND QUALIFICATIONS

The Superintendent shall be required to hold or meet such certifications and qualifications to act as Superintendent as may be required by law from time to time, or as may be necessary for accreditation purposes.

4. AUTHORITY OF THE SUPERINTENDENT

The Superintendent serves as the chief executive and administrative officer of the Board. As such, the Superintendent has the responsibility and authority to organize, reorganize and

arrange the administrative and supervisory staff, in a manner which, in his judgment, best serves the System, in accordance with state and federal law. The Superintendent shall administer the System's instructional and business affairs in such manner as, in his judgment, best serves the System. The responsibility for recommending selection, placement, and transfer of all personnel shall be vested in the Superintendent, in accordance with state and federal law. The Superintendent shall also serve as Secretary of the Board, with responsibility for all of its official correspondence and communications.

5. COMPENSATION

A. The Superintendent's annual base salary shall be One Hundred Twenty-Six Thousand and 00/100 Dollars (\$126,000.00) and the same shall be paid in equal monthly installments on the first regular payroll following the rendering of service, less legally required withholdings in accordance with the rules of the Board governing payment of other professional staff members in the System. This salary may be increased from time to time as may be determined by the Board.

B. In any year in which the Alabama Legislature enacts a pay raise for all public school teachers, the base salary of the Superintendent will increase in accordance with the terms of the legislation and any subsequent action taken by the Board in response to that legislation. (With respect to Alabama Act No. 2013-215 and the two percent (2%) pay raise called for therein, the base salary of the Superintendent will increase in such manner no earlier than the start of the 2013-14 fiscal year.)

6. RETIREMENT

The Superintendent shall be eligible to participate in any retirement plan offered by the Board to its employees, and the Superintendent shall be entitled to any and all matching contribution or Board-provided benefits in such plan as are provided to other Board employees. Moreover, and additionally, the Board, at the request of the Superintendent and in accordance with state law, shall withhold and transfer an amount of salary annually, semi-annually, or monthly, into a tax-deferred annuity program of the Superintendent's choosing.

7. VEHICLE ALLOWANCE

The Superintendent will provide his own vehicle for business use, including traveling to and from work. The Board will pay the Superintendent a vehicle allowance of \$450.00 per month, which will be paid at the same time as the Superintendent is paid monthly installments of

base salary. The Superintendent shall be responsible for all expenses for the operation of his vehicle within Limestone County, it being understood that the provided allowance will be used for such purposes. The Board shall reimburse the Superintendent for any out of county travel related to System business at the same rate as other Board employees are paid. The vehicle allowance shall be paid as a part of the Superintendent's base salary package for the purposes of taxes and retirement base.

8. EXPENSES

A. **Expenses in School Business.** Except as provided to the contrary in Section 7 above, the Board shall reimburse the Superintendent for all reasonable and necessary expenses actually incurred by the Superintendent while engaged in school business on behalf of the Board; such payments shall be supported by itemized and verified vouchers.

B. **Moving Expenses.** The Board agrees to reimburse the Superintendent for all of the Superintendent's reasonable moving expenses from the location constituting the Superintendent's residence at the time the parties execute this Agreement, to a residence within the corporate limits of the City of Athens, Alabama.

C. **Housing Expenses.** The Board agrees to reimburse the Superintendent for the Superintendent's expenses for his housing in the City of Athens (up to the amount of \$1,250.00 per month), and such payments shall be made until the earlier of (i) the date he has sold his home at 13 Heatherwood Lane, Oxford, Alabama, or (ii) June 30, 2014.

9. LEAVE

The Superintendent shall be entitled to receive such personal leave, paid vacation, sick leave, paid holiday, and other types of Board-provided leave as are provided to full-time, twelve-month Board employees.

10. PROFESSIONAL EDUCATION AND DEVELOPMENT

The Superintendent shall be allowed to attend appropriate professional development meetings and conferences at the local, state, and national level. The reasonable expenses of said attendance, including travel, lodging, and meal expenses and registration fees, are to be paid by the System. The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences at reasonable times and places. The Superintendent shall file itemized expense statements for attendance at such meetings and conferences with the Board. In addition, the Board shall pay the Superintendent's membership

charges/fees/dues to such community and professional organizations as are requested by the Superintendent and are reasonably necessary to improve his professional skills and development, as permitted by state law.

11. LIFE, DISABILITY, AND HEALTH INSURANCE

A. **Life and Disability Insurance.** The Superintendent shall receive term life insurance coverage in the amount of \$500,000 and a disability insurance policy for the Superintendent throughout the term of this Agreement.

B. **Health Insurance.** The Board shall pay the Superintendent's premiums required for family hospitalization insurance and major health plan coverage (for individual employee coverage and family coverage) through the PEEHIP program. In addition, the Board shall pay the Superintendent's premiums for the other following supplemental PEEHIP coverages: dental, vision, hospital indemnity, and cancer. For the purposes of this subject, "family coverage" shall be defined consistent with the terms of the respective policy of insurance.

12. ANNUAL PHYSICAL

The Superintendent does hereby agree to have a comprehensive medical examination once each year, and that a statement certifying to the continued fitness and physical competency of the Superintendent to fulfill his duties shall be filed with the President of the Board. The Board agrees that such statement shall be treated as confidential information by the Board and that the Board will bear the reasonable cost of said medical examination.

13. TERMINATION OF AGREEMENT

A. **Mutual Agreement.** This Agreement may be terminated at any time upon the mutual agreement of the parties.

B. **Disability or Death.** This Agreement may be terminated upon the disability or death of the Superintendent. In the event of disability which prevents the Superintendent from the discharge of his duties as Superintendent, the Board may terminate this Agreement without further obligation by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and other such leave as may be available and after he has been absent from his employment for whatever cause for an additional ninety (90) days. If a question exists concerning the capacity of the Superintendent to return to his duties after a period of illness or disability, the Board may require as a precondition to such return that the Superintendent provide medical certification that he is fully capable of returning to fully perform

the duties and responsibilities of the Superintendent. If such medical certification is deemed to be insufficient or if there remain questions about the ability of the Superintendent to fully discharge the duties and responsibilities of the position, the Board may require the Superintendent to submit to a medical examination to be performed by a doctor licensed to practice medicine. The Board and the Superintendent shall mutually agree upon the physician who shall conduct the examination. The examination shall be at the expense of the Board and the results of the examination shall be kept confidential by the Board. In the event of a termination under this subsection, the Superintendent shall be paid any compensation due under this Agreement until the effective date of termination, after which time all rights to compensation and benefits under this Agreement shall end.

C. **Superintendent Discretionary Termination.** This Agreement may also be terminated by the Superintendent, in his discretion, upon ninety (90) day advance written notice to the Board. In the event of a termination under this subsection, the Superintendent shall be paid any compensation due under this Agreement until the effective date of termination, after which time all rights to compensation and benefits under this Agreement shall end.

D. **Board Termination for Cause.** The Board may also terminate this Agreement at any time for cause, but the Board shall not terminate for political or personal reasons, and shall not terminate in an arbitrary or capricious manner. "Cause" shall be defined as incompetency, neglect of duty, immorality, misconduct in office, failure to perform duties in a satisfactory manner, conviction of (or plea of guilty or nolo contendere to) a crime involving moral turpitude, failure to perform the duties and responsibilities imposed by this Agreement, or other good and just cause. In such event, the Superintendent shall have the right to advance written notice (of the charges and a hearing) and a hearing before the Board. Said hearing shall be held after a reasonable time, which in no event shall be less than thirty (30) days after the written notice of proposed termination is provided to the Superintendent. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he will assume the costs of his legal expenses. Upon a finding by the Board after notice and a hearing that, based on clear and convincing evidence presented at the hearing, cause exists for the termination of the Superintendent's employment, the Board's obligations under this Agreement shall cease and terminate and the Board shall so notify the Superintendent that his employment is terminated for cause.

E. **Board Discretionary Termination.** The Board may also unilaterally terminate this Employment Agreement without cause or in its discretion when, in the opinion of the Board, the best interests of the System require such action; provided, however, that the Board must give the Superintendent a minimum of ten (10) days written notice prior to such termination. In the event of a termination under this subsection, the Board shall pay to the Superintendent, as severance pay, all of the salary and benefits that the Superintendent would have earned under this Employment Agreement if he had served as Superintendent until the end of the term of this Employment Agreement (or until the end of the last day of any extension thereto). In the event of such termination, the Superintendent shall not have the right to notice and a hearing before the Board.

14. SUPERINTENDENT AND BOARD RELATIONSHIP

A. **Evaluations.** The Board shall at least annually evaluate the Superintendent's performance. The Board shall set a performance evaluation of the Superintendent that is consistent with any Alabama state laws and procedures. The Board shall provide periodic opportunities to discuss Superintendent-Board relationships including, but not limited to, any inadequacies or other indicia of poor performance as perceived by the Board. The Superintendent shall be given the opportunity to respond to and specifically address any areas of identified unsatisfactory performance.

B. **Complaints.** The Board, individually and/or collectively, will promptly refer all criticism, complaints, and suggestions called to his, her, or its attention to the Superintendent for study and consideration.

C. **Meeting Attendance.** The Superintendent shall have the right to attend all Board meetings and committee meetings, and to provide administrative recommendations of each item of business considered by these groups.

15. INDEMNIFICATION

The Board shall indemnify and hold harmless the Superintendent from any and all claims, suits, actions, judgments, and legal proceedings brought against the Superintendent in his official or individual capacity providing the incident(s) which are the basis of the claim or suit arose while the Superintendent was acting in the line and scope of his employment hereunder (excluding criminal litigation). If in the good faith opinion of Superintendent, a conflict exists between the legal position of the Superintendent and the legal position of the Board with respect

to the defense of such claim, the Superintendent may engage separate legal counsel in which event the Board shall indemnify the Superintendent for the reasonable expenses and attorneys' fees incurred as permitted by state law. The Board shall not, however, be required to pay the costs of any legal proceedings on behalf of the Superintendent if the Board and Superintendent have adverse interests in litigation between the parties. In exchange for said indemnification, the Superintendent further agrees to fully cooperate with the Board and its attorneys in the defense of any case/litigation that arises during his tenure as Superintendent. This Section shall survive the termination of this Agreement.

16. BOND

The Superintendent shall obtain a bond in such amount as required by Alabama law, but not less than One Hundred Thousand Dollars (\$100,000.00). The premium for such bond will be paid by the Board.

17. TERM OF AGREEMENT

The term of this Agreement shall run for three (3) years, for a period from July 1, 2013 until June 30, 2016. For services beyond the term set out herein, the Board in its discretion may offer an extension of this Agreement to the Superintendent. Any such agreement shall be in writing, executed by both parties.

18. RESIDENCY

The Superintendent agrees that he will reside in the City of Athens, Alabama at all times while serving as Superintendent hereunder. Notwithstanding the foregoing, the Superintendent shall have a reasonable period of time from the date of the execution of this Agreement (not to exceed four (4) months) to establish residency in the City of Athens.

19. SEVERABILITY

The provisions of the Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

20. ENTIRE AGREEMENT

The Superintendent represents and acknowledges that in executing the Agreement he does not rely and has not relied upon any representation or statement not set forth herein made by the Board or any of the Board's agents, representatives or attorneys with regard to the subject matter, basis, or effect of the Agreement. The Agreement sets forth the entire agreement between the parties hereto.

21. AMENDMENT, MODIFICATION, OR WAIVER

This Agreement shall not be amended, modified, or waived, except in writing executed by the Superintendent and the Board.

22. CONFLICTS

In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of Board's policies or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall control during the term of this Agreement.

23. CHOICE OF LAW

The Agreement is entered pursuant to and shall be governed by Alabama law.

24. INTERPRETATION OF AGREEMENT

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of that party having, or being deemed to have structured, dictated, or drafted that position.

25. HEADINGS

The section headings in this Contract are entirely editorial and in no way substantive. They do not create, enlarge, or diminish the rights and duties of the parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Agreement.

27. ADVICE OF COUNSEL

THE PARTIES TO THIS AGREEMENT REPRESENT THAT THEY HAVE SIGNED IT AFTER READING THE AGREEMENT AND HAVING THE OPPORTUNITY TO DISCUSS IT WITH COUNSEL OF EACH PARTY'S CHOICE, AND EACH PARTY IS SIGNING THE AGREEMENT VOLUNTARILY AND FULLY AWARE OF ITS CONTENTS AND MEANING.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this
the ____ day of _____, 2013.

WILLIAM HOLLADAY

Name: _____
Superintendent

ATHENS CITY BOARD OF EDUCATION

Russell R. Johnson
As Its President