



Sparta Area Schools

Superintendent's Contract

This contract is made the 27th day of June, 2016, between the Sparta Area Schools Board of Education (the "Board") and Gordon Nickels.

1. **TERM**

This Contract is in effect for a three (3) year period commencing on July 1, 2016 and ending on June 30, 2019, according to the terms and conditions described herein.

2. **Extension**

Unless the board gives written notice of nonrenewal of this Contract at least ninety (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 section 1229 of the Revised School Code. Any period of extension of this contract shall be paid at the same rate as is in effect at the time of the extension, unless the board and the Superintendent mutually agree to a different rate of compensation. Consistent with the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in any determination to extend or renew this Contract, and to increase the rate of compensation.

3. **COMPENSATION**

The Board agrees to pay the Superintendent a salary of One Hundred Fifty-Two Thousand One Hundred seven Dollars (\$152,107.00).

4. **BENEFITS**

The Superintendent shall receive benefits as set forth in Appendix A. The Board reserves the right to determine the carriers or providers of such benefits, provided the coverages are approximately equivalent. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters covered thereby.

5. **DUTIES**

- a.) The Superintendent agrees to devote his talents, skills, efforts and abilities toward faithfully and proficiently fulfilling all duties and responsibilities of

the position of superintendent of Sparta Area Schools in a competent and professional manner in accordance with and in compliance with all applicable laws, and the policies, regulations (specifically responsibilities as defined in Sparta Area Schools Bylaws and Policies, Section 1230) and directions of the Board or its authorized representatives.

b.) The Superintendent shall comply at all times with the qualification and certification requirements established by the State of Michigan.

c.) Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Sparta School District (the "District") for which he is responsible during the entire term of this Contract.

d.) The Superintendent agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the District to enhance the operation of the District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the District.

6. QUALIFICATIONS

The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve as Superintendent. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications as required in this Contract the Superintendent will be given a time of correction of up to 6 months as long as it does not violate Michigan licensing requirements. If upon completion of the time period of correction the requirements are still not met this contract shall automatically terminate.

7. SUPERINTENDENT EVALUATION

The Superintendent's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor, along with other readily definable objectives.

The Board and Superintendent will comply with State Law on evaluation procedures and timelines. Once determined, the appropriate language will be inserted into this clause of the contract.

No later than January 31 of each contract year, the Board will complete the written evaluation of the Superintendent.

Once a written evaluation of the Superintendent has been completed, the renewal of another year will be determined no later than April 1 of the current year.

8. TERMINATION OF EMPLOYMENT CONTRACT

A. CAUSE: Throughout the term of this Contract, the Superintendent shall be subject to discharge for good and just causes, provided however, the Board does not arbitrarily or capriciously call for this dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, the Superintendent would incur those legal charges.

B. DISABILITY OF SUPERINTENDENT: If the Superintendent is unable to perform the assigned duties due to physical or mental disability, the Board may terminate this Contract after the Superintendent has (1) exhausted accumulated sick leave and any other Board paid leave that may be available and has been absent from this employment until long-term disability benefits activate or (2) been on workers' disability compensation leave for a period of twelve (12) months. If a question exists concerning the capacity of the Superintendent to perform his/her duties, the Board may require the Superintendent to submit to an appropriate examination to be performed by a doctor selected by the District and licensed to practice medicine or to perform appropriate examinations. The examination shall be done at the expense of the District, and any report to the Board shall be limited to the issue of whether the Superintendent is disabled from performing required duties.

9. TENURE EXCLUSION

This Contract does not confer tenure in position, and tenure is expressly excluded to the Superintendent in any and all positions in the District.

10. BOARD POLICIES

To the extent that they are not in conflict with, or specifically addressed by the terms of this Contract, the Board policies shall apply to the Superintendent.

11. **ARBITRATION**

Any and all disputes between the parties regarding the application or enforcement of this Contract, including any claims of illegal discrimination, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within thirty (30) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for employment dispute arbitrations. The Superintendent and the District shall split any fees of the arbitrator, but shall otherwise bear their own expenses for the arbitration.

The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law. The decision of the arbitrator shall be final and binding on both parties.

8. Dues paid to the following associations: AASA, MASA, Region III, and Kent County Superintendents' Association.

9. Travel Allowance: The Superintendent, when using his own transportation for carrying out responsibilities for school business for the school system will be reimbursed for their mileage at the rate as agreed upon in the SEA Master contract.

10. The Board will reimburse the Superintendent up to \$1,000.00 for one college course taken per year upon successful completion of the course with a "B" average or better. The course must be directly connected to current job responsibilities. The Board may approve above \$1,000.00 upon a class-by-class basis.

11. Subject to prior approval of the board, the Superintendent may attend appropriate professional development meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or meal expenses for himself.

Superintendent

Date

Board President

Date