

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this July 15, 2010 by and between the Yale Public Schools (hereinafter referred to as the "School District") and Kenneth Nicholl (hereinafter referred to as the "Superintendent").

The Superintendent and the School District agree as follows:

1. **DUTIES**

The Superintendent shall be responsible for the entire management and operation of the School District as such duties are assigned and determined by the Yale Board of Education. The Superintendent agrees to devote his full and best efforts to perform such duties in a competent and professional manner and in compliance with the laws of the state of Michigan, the bylaws, policies and regulations adopted by the Yale Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position during the entire term of this Contact.

2. **TERM**

The School District agrees to employ Kenneth Nicholl to serve as Superintendent of Schools for a period of three years from August 1, 2010 to and including July 31, 2013, at which time this Contract shall terminate subject to the covenants and conditions of this agreement, provided, that unless the School District gives notice to the Superintendent at least one (1) year prior to the termination of this agreement that this Contract shall not be renewed, then this agreement shall be renewed for an additional one (1) year period subject to all of the covenants and conditions of this agreement during such extended term. The Board agrees that notice of nonrenewal of this contact may only be given for just and reasonable cause.

3. **EVALUATION**

The Board shall evaluate the Superintendent every year, using the established evaluation process. The criteria and process adopted by the Board shall be communicated 60 days in advance to the Superintendent.

4. **TENURE**

The Superintendent agrees that he shall not have tenure as Superintendent. He agrees that by virtue of this Agreement, he shall not be deemed to be granted continuing tenure in any administrative or assigned capacity, nor shall failure of the School District to continue or re-employ him in any capacity other than as a classroom teacher be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra sessions, as amended.

5. **PROFESSIONALL LIABILITY**

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, 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. 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.

6. **CERTIFICATION**

The Superintendent represents that he has the necessary legal qualifications to be the Superintendent and shall maintain his certification in good standing with the Michigan Department of Education throughout the life of this Contract.

7. **MEDICAL EXAMINATIONS**

The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary. If such examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform his duties. The Board shall treat this statement as confidential information and the cost of said medical report will be borne by the School District.

8. **SALARY**

The School District agrees to pay the Superintendent a base salary of \$ 111,150.00 for the 2010-11, 2011-2012 and 2012-2013 school years.

9. **VACATION**

The Superintendent shall be employed on a basis of a fifty-two (52) week year and shall receive four (4) weeks of vacation (20 days), during each contract year. Vacation time may accumulate to fifty (50) days. Unused vacation (maximum 50 days) is payable upon the separation of the employee at the employee's current daily rate of pay.

10. **BENEFITS**

The School District shall provide the Superintendent with the following benefits under the same terms and conditions as provided to other Central Office Administrators unless expressly modified herein:

- a. Medical, Dental and Vision Insurance (10/20 Co-Pay Prescription Card with \$100/\$200 deductible). Superintendent will pay 5% toward premium of medical insurance.
- b. Term Life insurance at \$150,000.
- c. Holidays equal to Central Office Administrators
- d. The Superintendent shall be credited with twelve (12) sick days each year on July 1st. Such days may accumulate to a total of ninety (90) days and will be paid upon separation from employment at the same rate as the YEA Contract.

Any sick days in excess of 90 days as of June 30th of any contract year, will be paid at the same rate as the Master Agreement of the YEA Contract.

(Bereavement leave is permitted for a death in the immediate family up to a maximum of five days per incident without payroll or deduction of leave time.)

- e. At the beginning of each school year, the Superintendent shall be credited with five (5) days to be used for the Superintendent's personal business. If unused, these days shall be added to the Superintendent's sick days at the end of the school year.
- f. The Superintendent shall be provided with a Long-term Disability insurance policy equivalent to that provided to the Central Office Administrators.
- g. The Superintendent shall be paid mileage at the district set rate for business use of his/her personal vehicle.
- h. The Superintendent shall attend appropriate professional meetings at the local, state, and national level and expenses of said attendance would be paid by the District upon approval of the Board of Education.
- i. The District shall pay professional and association dues on behalf of the Superintendent upon approval of the Board of Education.
- j. The Superintendent may have the option of a \$1,400 cash stipend per year in lieu of Health Insurance.
- k. The Superintendent shall have the same benefit as Article V Paragraph 5.2 of the Principal's Association Contract. (\$1,000 stipend for specialist degree)
- l. The Superintendent shall receive reimbursement for reasonable and appropriate expenses as they relate to the performance of the position as approved by the Board of Education.

11. **TERMINATION FOR CAUSE**

- a. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. The Superintendent may be discharged for cause during the term of this agreement, examples of which are acts of moral turpitude, dishonesty, fraud, insubordination, incompetence or if the Superintendent materially breaches the terms and conditions of this agreement. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. At such hearing, he may have legal counsel at his own expense.

- b. **Arbitration.** The parties agree to submit to binding arbitration any disputes relating to the discharge of the Superintendent during the term of this Agreement. Selection of the arbitrator and arbitration proceedings shall be conducted under the National Rules for Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Such arbitration shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001, et. Seq. and MCR 3.602.

The parties intend that such arbitration shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from his discharge during this Agreement's term including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. This agreement to arbitrate, however, does not restrict the Superintendent from filing a claim with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claim for unemployment compensation or workers' compensation. Instead, this arbitrating agreement applies to those matters.

This arbitration agreement means the Superintendent waives his right to adjudicate discrimination claims in a judicial forum, and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right of reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fees and costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one year of the effective date of the Superintendent's discharge during the term of this Agreement. The decision and award of the arbitrator shall be final and binding and judgment thereon may be entered in the St. Clair County Circuit Court.

In the event the Board of Education wishes not to renew this Agreement upon its expiration it shall do so by giving notice of non-renewal pursuant to the Michigan School Code.

12. **SAVINGS CLAUSE**

If any portion of this Contract is deemed to be illegal or in conflict with State or Federal Law, it shall be deemed null and void and the remainder of the Contract shall remain in full force.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 15th day of July 2010.

FOR THE BOARD OF EDUCATION
OF YALE PUBLIC SCHOOLS

Kenneth Nicholl
SUPERINTENDENT

By: _____
Its President

By: _____
Chairperson
Negotiations Committee

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