



SPARTA AREA SCHOOLS

Superintendent's Contract

It is hereby agreed by and between the Board of Education of the Sparta School District located in Kent County in the state of Michigan (hereinafter called the Board) and Kent R. Swinson (hereinafter called the Superintendent) that the said Board in accordance with its action as found in the minutes of the meeting held on the 8th day of August, 2011 has and does hereby continue employment of the said Kent R. Swinson as Superintendent for a three year period commencing July 1, 2011. Both parties agree that said employee will perform the duties of Superintendent of Schools in and for the public schools in said District as prescribed by the laws of the state of Michigan and by the policies, rules, and regulations made thereunder by the Board of Education of said District.

Witnesseth:

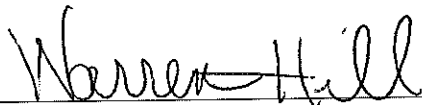
- 1, That in consideration of a salary of \$146,221 be paid until June 30, 2012, said Superintendent agrees to perform faithfully the duties of Superintendent of Schools and to serve as Executive Officer of the Board of Education. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the District. The Board of Education hereby retains the right to adjust the annual salary during the term of the contract, said salary adjustment not to reduce the annual salary below the figures stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the school district.
2. That 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, said the Superintendent would incur legal expenses.

In the event the Board determine the need to eliminate this position due to financial need, or the restructuring of responsibilities, the employee may be placed on layoff prior to the expiration date of this contract. Written notification of layoff must be received by the employee no later than May 1 of the current contract year to become effective the following July 1st.


3. In January of each year, or as soon thereafter as practicable, the Board will devote at least one personnel session to an evaluation of the Superintendent's performance. Said evaluation to be carried out in accordance with School Board Policy. No later than the January 2012 evaluation, a determination will be made on the extension of this contract beyond June 30, 2014. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent 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.
4. The Superintendent shall furnish throughout the life of this contract all necessary documents to validate he/she meets all necessary requirements to act as a superintendent in the state of Michigan as directed by the Board of Education and that the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this contract provided, however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

5. The Superintendent will have freedom to organize, re-organize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serve the Sparta Area Schools. The Board shall vest the responsibility for selection, placement, and transfer of personnel in the Superintendent subject to approval by the Board; and the Board individually and collectively will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.
6. The Board shall reimburse the Superintendent for travel expense within the Kent Intermediate School District at the rate of \$400 per month.
7. The Superintendent shall receive four (4) weeks of vacation annually exclusive of legal holidays and shall be entitled to one (1) sick day per month of employment, with unlimited accumulation. The Superintendent may carryover accumulated sick days from his previous position in the district. Vacation days shall be taken at a mutually agreed upon time, with up to six (6) weeks accumulative vacation (2 weeks carryover). Any vacation time not used prior to July 1 may be paid at the Superintendent's daily rate.
8. The Superintendent is expected to attend appropriate professional meetings at the local, state and national level. The District shall pay the expenses of such approved meetings to the extent that the Board determines such expenses to be reasonable.
9. The Board will pay yearly dues on behalf of the Superintendent to professional associations at the local, state and national levels.
10. The Board will reimburse the Superintendent up to \$500 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.
11. The Superintendent shall fulfill all aspects of the contract, any exception thereto being by mutual written consent of the Board and Superintendent.
12. The Superintendent shall not be deemed to be granted continuing tenure in the administrative position.

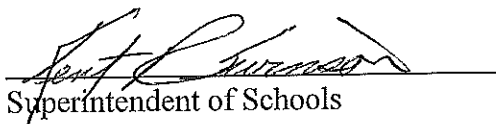
Dated this 8th day of August, 2011.



President, Board of Education



Secretary, Board of Education



Superintendent of Schools

S P A R T A A R E A S C H O O L S
Superintendent's Contract
Appendix A

1. Paid Holidays: Labor Day Thanksgiving (2)
 Christmas (2) New Years (2)
 Good Friday Memorial Day
 July 4

2. Personal Days: Three days per year paid personal leave. Unused days will be accumulated as sick leave without carryover of personal leave.

2. \$100,000 Term Life Insurance

3. Medical Health Care Benefit Package - Subject to comparable change
 - Employee will pay 10% of the medical premium.

4. L. T. D.

5. Dental Insurance

6. Full Family Vision

7. Dues paid to the following associations:
 - ▶ AASA
 - ▶ MASA
 - ▶ Region III
 - ▶ Kent County Superintendents' Association

8. Pay for unused sick leave when leaving the district after 10 years of employment at the same rate as other professional staff.

9. \$100 monthly phone stipend