

## REVISED CONTRACT OF THE SUPERINTENDENT OF SCHOOLS

### PREAMBLE

IT IS AGREED BY AND BETWEEN the Board of Education of the Ecorse Public Schools, Wayne County, Michigan, hereinafter referred to as the "School District," and Thomas E. Parker, a legally qualified administrator in the State of Michigan, hereinafter referred to as the "Superintendent," shall be the Superintendent of Schools in said School District for a period beginning July 1, 2013 and ending June 30, 2018.

Such term shall not be reduced except upon the mutual agreement except that such contract may be terminated for reasonable and just cause, as provided herein, or in accordance with the termination clause hereafter set forth.

The Board shall review this contract with the Superintendent on or before March 1, 2016 to take official action determining whether or not it is to be extended or renewed.

1. The Superintendent shall perform such duties as are required by the Revised School Code of the State of Michigan and the regulations of the Michigan Department of Education and the policies of the Board of Education of this School District.

2. The Superintendent is specifically excluded from continuing tenure in his position as Superintendent of Schools. The School District's failure to continue the superintendent's employment after the term of this Agreement, or re-employ him in another capacity, shall not be considered a breach of this Agreement.

3. **QUALIFICATIONS** - Employee specifically represents that he possesses and shall continue to possess and maintain throughout the term of the agreement the minimal qualifications required pursuant to Sec. 1246 of the Revised School Code for appointment as the Superintendent of Schools.

4. **DUTIES** - Employee during the term of this agreement shall have the executive management and administrative control of the school system and shall exercise this authority in accordance with the policies and regulations adopted by the Board of Education.

In accordance therewith the "Employee" shall have the following duties:

- (a) Recommend to the Board, in writing, all teachers necessary for the successful operation of the school district.
- (b) Suspend a teacher for cause until the Board may consider the suspension at a hearing held in accordance with the provisions of the Michigan Teachers'

Tenure Act.

- (c) Supervise and direct the work of the teachers and other employees of the Board of Education.
- (d) Classify and control the promotion of pupils within the school system.
- (e) Recommend to the Board of Education the best methods of arranging the course of study and the proper textbooks to be used in carrying out the educational philosophy of the school district.
- (f) Make written reports to the Board of Education and to the State Board annually and as otherwise required by law or by the Board of Education in regard to matters pertaining to the educational interests of the school district.
- (g) Assist the Board of Education in matters pertaining to the general welfare of the school district and perform such other duties as the Board may require from time to time to the extent that such directives are lawful and properly adopted by the Board of Education and communicated to the Superintendent of Schools in accordance with the common practice of the school district.
- (h) Put into practice the educational policies of the State and of the Board of Education of the School District of the Ecorse Public Schools, Wayne County, in accordance with the means provided by the Board of Education.
- (i) Assure Student Academic Growth and Achievement each year as measured by national, state, and local assessments.
- G) Generate revenues and other resources for the School District through grant funding and other sources.
- (k) During the term of this Agreement, substantially reduce and seek to eliminate the School District's financial deficit as reported to the Michigan Department of Education, during the term of this contract through increasing student enrollment, proposing a balanced annual budget each year designed to reduce the deficit, and execution of the Annual Operating Budget as adopted and revised by the Board.
- (l) Develop and maintain good working relationships with the Board, staff, parents, students, Business Leaders, Religious Leaders, Community leaders and the Community at large.
- (m) As Superintendent of Schools, the Employee shall be entitled to:
  - present his recommendations to the Board on any subject under consideration by the Board.
  - attend each meeting of the Board of Education. Furthermore, the Superintendent shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff,

including instruction and business affairs, which in his judgment best serves the interest of the school district.

5. COMPENSATION - That, in consideration for the services of the Employee as Superintendent of Schools, the Employee shall be paid by the Board of Education an annual base salary during each and every year of this contract in the amount of One Hundred Twenty-five Thousand (\$125,000) Dollars.

The annual salary shall be paid in regular installments in accordance with the policy of the Board of Education relative to the payment of other professional staff members in the school district.

In addition to the foregoing salary, the Employee shall receive additional compensation of at least \$1,000 each year and up to a maximum of \$3,000 each year for substantially meeting the duties specified in (i), (g) and (k) of the Duties section of this agreement for total possible additional compensation each year in the amount of \$9,000 .

In addition to the forgoing salary, the Employee shall also receive fringe benefits and possible additional compensation as hereinafter set forth.

6. VACATION - The Employee shall be granted an annual vacation of four (4), calendar weeks with pay. Vacation is not accumulative. If vacation days are not used during any contract year, they will be considered lost and will not carry over to a subsequent contract year.

In addition, the Employee shall have the following holidays off, with pay:

1. Good Friday
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. December 24, 25
8. December 31, January 1
9. Christmas Week
10. Martin Luther King Birthday Observance
11. Easter Monday

7. RETIREMENT - Retirement contribution to the Michigan Public School Employees Retirement ("MPSERS") are to be assumed by the Board of Education subject to any contribution required of the Superintendent by statute or MPSERS.

8. HEALTH INSURANCE -The School District shall pay for and provide the Superintendent with the same insurance benefits as currently provided to certified administrative employees of the School District.

9. LIFE INSURANCE - The Board of Education will pay for and provide a group term life insurance policy with the face value of \$150,000.

10. MOBILE PHONE- The Board of Education will provide and pay for a mobile cellular phone to be used by the Superintendent for School District business. The Superintendent will not be restricted from using the phone for his personal business as well.

11. SICK LEAVE - The Board of Education will provide the Employee with one (1) day sick leave per contract month, per year. Such sick leave shall be cumulative from month to month throughout the term of this agreement. Upon the severance of the Employee or the termination of this contract, the Employee will receive compensation for one-half (1/2) of accumulated sick days in his respective sick leave bank.

The rate of pay shall be computed at the daily rate of the fiscal year in which the employee was last employed. In the event of the Employee's death, the payment shall be made to the Employee's beneficiary or estate, in the event that the Employee has failed to designate a beneficiary.

12. INJURY WHILE ON SCHOOL ASSIGNMENT - In the case of work-related incapacitating injury or illness for which the Employee is, or may be, eligible for workers compensation disability benefits under the Michigan Workers Compensation Law, such Employee may utilize sick leave credits to the extent of the difference between the Workers

Compensation received and the Employee's regular base salary or wage. In the case of work disabling injury to the Employee caused by an assault upon said Employee while in the performance of his duties, the Board will pay the full difference between the Worker's

Compensation and the Employee's regular salary, without charge to Sick Bank, at least until the end of the current fiscal school year, or for a period of six (6) months, whichever is longer. This does not preclude the Board's deciding to extend such a leave on its own volition. Each case will be reviewed by the Board of Education at the end of said period.

The Board of Education shall also provide to the Employee insurance coverage for short-term disability. In the event that the Employee becomes permanently incapacitated or is incapacitated for a period in excess of twelve (12) months, said Employee shall be covered by the benefits provided through the long-term disability insurance provided by said Board of Education.

13. AUTOMOBILE ALLOWANCE - The Employee shall have use of the vehicle currently leased by the School District until such lease expires, at which time the Employee shall receive a monthly car allowance of Six Hundred (\$600) Dollars per month during each contract month for the use of Employee's personal vehicle in the performance of his duties.

14. EXPENSES - The Board of Education shall reimburse to the Employee his actual and necessary expenses incurred while on necessary school district business in accordance with the laws *in such* cases made and provided. Payment shall only be made upon submission of proper documentation and receipts by the Employee and approval by the Board of Education. Such expenses paid to the Employee shall not exceed those which are actual and necessary and those which are allowable in accordance with the laws of the State of Michigan in such cases made and provided.

15. PROFESSIONAL MEETINGS - The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

16. INDEMNIFICATION - The Board agrees, as a further condition of this employment

contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and Superintendent of the district, provided the incident arose while the Superintendent was acting within the scope of his employment or under color of authority of the Board. If, in the good faith opinion of the Board, a conflict exists as regards the defense to such claim between the legal position of the Superintendent and the legal position of the District, the Superintendent may engage legal counsel in which event the District shall indemnify the Superintendent for the cost of legal defense.

It is further agreed that 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.

17. TERMINATION FOR CAUSE - This contract can be terminated for cause in accordance with the following terms and conditions:

The Board may terminate this contract at any time for reasonable and just cause.

In the event that the Board wishes to terminate the Employee for reasonable and just cause, it shall provide the said Employee with written charges specifying the reasons which constitute reasonable and just cause for termination.

Thereafter, and within thirty (30) days after service of such notice, the Employee shall be entitled to have a meeting before the Board of Education to discuss the charges. At such meeting the Board of Education may be represented by its attorney and the Employee may be represented by his attorney at this own expense.

The purpose of such meeting is to specify the nature of such charges and for the Board of Education to make a formal determination that such charges have been proven and constitute reasonable and just cause for termination. The parties may also attempt to reach an amicable resolution of the allegations at that time.

If the Board determines at such meeting that the charges if proven constitute reasonable and just cause for termination and they further wish to proceed with said charges, a formal hearing will be conducted. This hearing will be in executive or private session at the request of the Employee. Written notice of the time and place of the hearing with a statement of charges must be provided at least thirty (30) days prior to this hearing. The Employee may request that a bill of particulars be provided at least fifteen (15) days prior to the hearing.

The Employee has the right to be represented by counsel, to hear and refute all testimony against him, to bring witnesses to testify on his behalf, and to cross-examine witnesses against him. This hearing is in addition to any rights for termination for cause granted by law and either party may

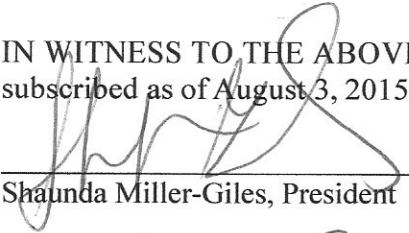
exercise all legal remedies available to protect their respective interests.

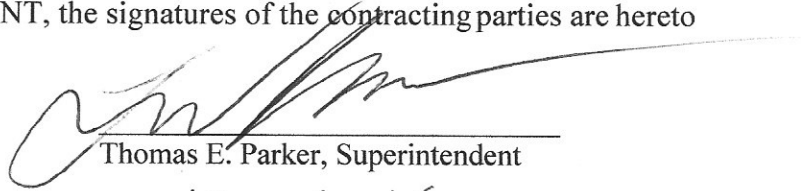
In the event that the Board shall terminate the Employee's employment for any reason other than for the reasonable and just cause, the employee shall be entitled to receive his full salary for the entire term of this contractual agreement unless otherwise mutually agreed upon by and between the parties hereto.

18. EVALUATION. The Board shall evaluate at least annually the Superintendent's performance and success in meeting stated goals as established by the Board. Such goals will be established by September 1, 2013 of the first year of this contract. Thereafter, such goals will be established by July 1st of each year for the coming contract year. The Board and Superintendent will seek to establish mutually agreed upon goals. However, in the event the Board and Superintendent are unable to agree upon such goals, the Board will establish goals not inconsistent with the Superintendent's duties as described herein.

The Superintendent shall receive from the Board during the 2015-2016, 2016-2017 and 2017-2018 fiscal years of this contract, the further sum of Ten Thousand (\$10,000) Dollars for the purchase of an annuity policy or contract for the benefit of the Superintendent. Said sum to be contributed annually in equal amounts and within the requirements of the Internal Revenue Code Section 403(b).

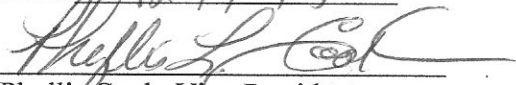
IN WITNESS TO THE ABOVE AGREEMENT, the signatures of the contracting parties are hereto subscribed as of August 3, 2015.

  
Shaunda Miller-Giles, President

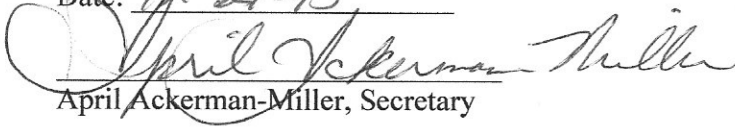
  
Thomas E. Parker, Superintendent

Date: 12-17-15

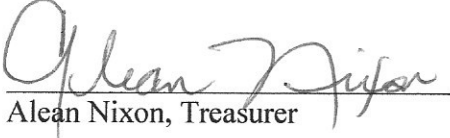
Date: 12-15-15

  
Phyllis Cook, Vice-President

Date: 12-21-15

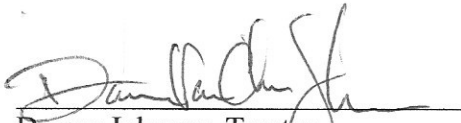
  
April Ackerman-Miller, Secretary

Date: 1-25-16

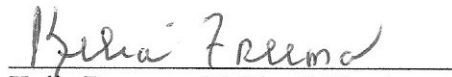
  
Alean Nixon, Treasurer

Date: 12-18-15

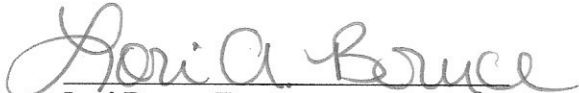


  
Darren Johnson, Trustee

Date: 12-15-15

  
Kella Freeman-McPhaul, Trustee

Date: 12-15-15

  
Lori Bruce, Trustee

Date: 1/11/14