

# ROGERS CITY AREA SCHOOLS

## **CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education of the Rogers City Area Schools School District (hereinafter "Board") and David W. O'Bryant (hereinafter "Superintendent") that pursuant to Section 132 of the School Code of the State of Michigan MCL 380.132, the Board in accordance with its action found in the minutes of its meeting held on the 9th day of May, 2016, has and does hereby employ the said David W. O'Bryant as its Superintendent of Schools for a period of two (2) years commencing on July 1, 2016, and ending on June 30<sup>th</sup>, 2018, according to the terms and conditions as described and set forth herein as follows:

1. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31<sup>st</sup> of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.
2. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan MCL 380.132 and the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
3. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board and to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
4. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, 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 School District for which he is responsible during the entire term of this

- Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
5. Superintendent shall be paid at an annual salary rate of not less than Forty-Five Thousand Dollars (\$ 45,000 ) in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in equal bi-weekly installments during the applicable twelve-month period July 1 through June 30. The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this contract, which any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this contract.
  6. Superintendent is employed on the basis of one hundred thirty (130) days of work per year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of ten (10) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
  7. Superintendent's performance shall be evaluated by the Board annually prior to March 1<sup>st</sup> according to an evaluation process established in the Board policy. Superintendent annually shall advise the Board of this obligation during the month of January.
  8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his position responsibilities due to mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for reasonable and just cause. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. In the event

- that the Board undertakes to dismiss Superintendent during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
9. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this contract or any employment assignment with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
  10. As a part of the Superintendent's duties he will be in charge of K-12 curriculum, Building and Site Director, Transportation Director and other duties and responsibilities as defined by Board Policy 1230. The Superintendent will acquire training for finance, and upon conclusion of training, will assume any and all existing part-time business/accounting employees workloads and salaries.
  11. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by an underwriter, policyholder, or third party administrator providing insurance programs specified under this contract. Additionally, the Board may require release of medical information necessary to determine if Superintendent is capable of performing the duties required in his assignment. The Board may require that Superintendent have a comprehensive medical examination as may be deemed necessary. If such an 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 Superintendent to perform his duties. Medical information provided under this Agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

12. The Board shall provide health insurance, without cost to the Superintendent, and upon acceptance by the appropriate insurance carrier/underwriter, as allowable under the state mandated cap, for the superintendent and his eligible dependents.

Long Term Disability Insurance shall be provided at 66 2/3rds percent of regular salary (upon expiration of sick leave) up to a maximum of \$2,500 per month.

Term Life Insurance in the amount of \$100,000.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
14. Superintendent will be reimbursed up to \$1,500 (fifteen hundred dollars) for extended education at an accredited institution per fiscal year.
15. Superintendent is entitled to five (5) paid holidays for which no service to the School District is required.
16. If Superintendent is absent from duty on account of personal illness or disability, he shall be credited with five (5) sick leave days that may accumulate up to fifty (50) days. Superintendent will be granted sick days equivalent to his full years of service at the district as of June 30, 2016 to start the 2016-2017 school year. One and one half (1.5) personal days for personal absence shall be allowed per contract year with no accumulation.

17. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board or its designee. Superintendent shall be required to present an itemized account of his reasonable necessary expenses in accordance with direction of the Board or its designee.
18. If the Superintendent is needed to work more than the contracted one hundred thirty (130) days, then pay will be prorated to a per day rate based on the annual salary divided by one hundred thirty (130) days. The Board will be informed of the Superintendents schedule on a monthly basis.
19. It would be preferred that the Superintendent establish and maintain his family residence within the boundaries of the Rogers City Area Schools.
20. The Superintendent will be covered under the school district's Errors and Omissions insurance policy.
21. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.
22. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.
23. This Agreement is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on May 9th, 2016, the same being incorporated herein by reference.

24. The Superintendent's employment under the terms of this contract is conditional upon satisfactory completion of the criminal records check as required by law.

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed on the day and year first above written.

Date: \_\_\_\_\_

\_\_\_\_\_  
David W. O'Bryant, Superintendent

Rogers City Area Schools  
Board of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John T. Krajenta, President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deedra A. Haselhuhn, Secretary

