

# **BANGOR PUBLIC SCHOOL CONTRACT OF EMPLOYMENT**

## **Superintendent Of Schools**

It is hereby mutually agreed by and between the Bangor Public Schools Board of Education (hereinafter "Board") and **Ronald Parker** (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board had and does hereby employ **Ronald Parker** as its Superintendent of Schools from **July 1, 2011 through June 30, 2013**, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by 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.
2. Superintendent represents that he possesses, holds, maintains. And will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualification for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.
3. The Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the school district and he will inform the Board as to administrative action taken on its behalf.
4. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility.

5. Superintendent shall be paid a monthly yearly of not less than **\$109,000.00** in consideration for 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 salary shall be paid in bi-weekly installments. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintended and the Board, shall become part of this contract.
6. Superintendent is employed for a period of fifty-two (52) weeks of work per year as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days from July 1, 2011 to June30, 2012, which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. 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. Superintendent shall be granted sick time of twelve (12) days and two (2) paid leave days.
7. Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than March 1<sup>st</sup> in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Superintendent in writing prior to the year of evaluation.
8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform the position to responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.
9. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
10. 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. Non renewal shall be prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

11. In the event of any dispute between the parties including, but not limited to, non renewal or discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contracts and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of the Contract, non renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non renewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own cost incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.
12. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Tenure Teacher Act.
13. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policy holders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to 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 mental capacity of the 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 to this provision, the cost of the services for said examination shall be borne by the school district

14. The Superintendent shall not be eligible for any District provided insurance benefits, **but will receive an amount equal to the benefit package of building principals to pay for, or purchase his/her own insurance, dental, disability, vision, and/or annuity.**
15. The Superintendent is entitled to the following holidays for which no services to the School District are required: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, **Good Friday, if school is not in session.**
16. The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators, Michigan Association of School Administrators, Michigan School Business Officials Association, National School Public Relations Associations, Michigan School Public Relations Associations, The Association for Supervision and Curriculum Development, and the National School Personnel Association.
17. The Board Shall provided the Superintendent with a monthly expense and automobile allowance of **Five Hundred Dollars (\$500)** per month, subject to state and federal income tax.
18. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the 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 employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change of modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No wavier of any provision of this contract shall be valid unless it is in writing and signed by the Superintendent and the Board. No valid wavier of any provision of the contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.
19. 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.

20. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year noted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald Parker, Superintendent

BANGOR PUBLIC SCHOOLS  
BOARD OF EDUCATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kurt Doroh, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dwight Click, Secretary