

**BAY CITY PUBLIC SCHOOL DISTRICT  
ADMINISTRATOR EMPLOYMENT CONTRACT**

**SUPERINTENDENT/ADMINISTRATOR**

THIS AGREEMENT is made and entered into this **1<sup>st</sup> day of July, 2017**, by and between **THE SCHOOL DISTRICT OF THE CITY OF BAY CITY, BAY AND SAGINAW COUNTIES**, MICHIGAN, with offices at 910 N. Walnut Street, Bay City, Michigan 48706, hereinafter called the "School District" and **Stephen Bigelow** of Bay City, Michigan 48708, hereinafter called the "Administrator".

WITNESSETH:

WHEREAS, the School District is desirous of employing the services of a Superintendent/Administrator and the Administrator is desirous of entering into a Contract for such employment as hereinafter provided:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, and the monies to be paid, IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the respective parties hereto as follows:

1. Position and Responsibilities. The Administrator hereby accepts employment as Superintendent/Administrator for the term set forth with all terms, conditions, promises, agreements and salary as herein provided, and further subject to applicable law, statutes, rules, regulations, administrative procedures and policies of the School District, and the policies and by laws of the Board of Education. The responsibilities of this position are defined in the job description position of Superintendent and/or as otherwise directed by the Board of Education.

2. Duties. The Administrator represents that he or she meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carryout the educational programs and policies of the School District during the entire term of this contract. The Administrator agrees to perform the duties and responsibilities of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies and regulations adopted by the Board of Education. These duties shall be generally as described in the Michigan School Code, and Board Policy. The Board, in its sole discretion, reserves the right to assign such other position/title or additional responsibilities as they may direct, and may add to, delete from and/or to amend said job description, rules, regulations and the administrative procedures and policies of the District at any time.

Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board. The Board, in its sole discretion, reserves the right to assign such

other duties or additional responsibilities as they may direct and may add to, delete from and/or to amend such job description, rules, regulations and the administrative procedures, policies, or organization structure, at any time.

3. Compensation. The School District hereby agrees to pay to the Administrator based upon an annual salary for the **2017-2018 school year of \$153,000**; no less for any subsequent year or extensions or renewals thereof. Said salary shall be determined as paid in twenty-six (26) equal biweekly installments by the School District to the Administrator (through Direct Deposit and/or Pay Card Options) for each school year of said term, with said salary being effective at the commencement of the employment pursuant to this agreement. A school year shall be defined as the period from July 1st through June 30th for the term of this agreement or any extension or renewal thereof. Salary shall be prorated on a daily basis, based upon the annual year. In the event Administrator shall leave employment during this Contract, an over pre-payment may occur and Administrator shall reimburse the District for any daily over pre-payment. The Board retains the right to adjust the annual salary of Administrator during the term of this Contract. Any such adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein. 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 Administrator and the Board, shall become a part of this Contract.

4. Evaluation. Annually, no later than the last day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner. Any failure to evaluate shall not be deemed to be a material default, and shall not give rise to any additional rights or benefits for the superintendent nor shall such failure require any contract extension without the express written agreement of the Board of Education.

The Board and Superintendent shall develop and implement a method of compensation review, based upon a fair evaluation/assessment of the Administrator's job performance that includes factors as generally set forth in M.C.L. 380.1250, including personal job performance and accomplishments as well as student growth and performance.

5. Vacation. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year, so long as employed for the entire contract year. Vacation days shall be earned on a prorated basis, one vacation day earned (25 vacation days/52 weeks (25÷365)). They may be taken in advance of time earned, however, if the Administrator leaves employment prior to completion of the contract year, the Administrator shall be required to reimburse the District for days taken pre-earned. Administrator agrees that any over-payment of vacation days will be reimbursed to the District. Vacation days must be used ordinarily within the fiscal year for which they are made available and Administrator shall not receive

any additional compensation in lieu of use of vacation days without the express written agreement of the Board of Education. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board of Education.



Administrator's Initials

When the demands of the position make it impossible or inadvisable to use these days within the school year, the Administrator, with the prior written approval of the Board of Education, may carry over to the next year. Unused vacation pay pro-rated at the then current salary, shall be paid at termination of the employment relationship.

6. Term. The School District hires and employs the Administrator for a period beginning on the **1st day of July, 2017, and ending on the 30th day of June, 2020**, plus any extensions made in accordance with this Agreement.

- a. Board Option. The Board of Education at the end of each year of employment, and no later than the 30th day of June, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. Failure of the Board to address the extension shall not be deemed to be an extension of this contract, except as required by law, see (B).
- b. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.  
Operation of Law. Unless the Board complies with the non-renewal provisions of M.C.L. 380.1229(1) or (2) and/or (3), as applicable, this Contract shall be automatically renewed for an additional one (1) year period. Written notice of non-renewal must be given, in accordance with the statute, before the termination date of the Contract. Prior to such notice, the District must give the affected person advance notice that the Board is considering non-renewal, together with a written statement of the reasons the Board is considering the non-renewal. After the issue of the written statement, but before notice of non-renewal, the affected person shall be given an opportunity to meet with not less than a majority of the Board to discuss the reasons stated in this written statement. This meeting shall be open to the public or a closed session, as the person may elect under Section 8 of the open Meetings Act. Notice may be given for any reason that is not arbitrary or capricious.



8. Termination. Throughout the term of this Contract, the Administrator shall be subject to discharge for good and just causes as provided by Board Policy; provided, however, that the Board shall not arbitrarily or capriciously call for dismissal and the Administrator shall be entitled to receive written charges, notice of hearing, and a fair hearing before the Board of Education before being discharged. Said hearing shall be public or private, at the option of the Administrator, and the Administrator shall be entitled to have legal counsel at his/her own expense. 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.

Termination for cause may be provided, including for, but not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Administrator materially breaches the terms or conditions of this Contract, or materially violates Board Policy and/or Bylaws.

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 accordance with requirements of the revised School Code.

9. Other Benefits

a. Professional Development. Tuition for the Superintendent/Administrator in courses or workshops taken with the prior written approval of the Board if in the best interests of the School District. Board reimbursement for college, tuition, and books up to a total of three thousand (\$3,000) dollars per year. In the event that the payment of tuition by the district results in the acquisition of an advanced degree, then payment of the tuition costs shall be subject to repayment by the Administrator in the event such Administrator leaves within three (3) years from the date of acquisition of such degree. The tuition costs shall be prorated on a 36 month basis, and reimbursed based upon the number of months remaining, for example, in the event the Administrator leaves one year after obtaining such degree, 24/36 (2/3) shall be reimbursed to the District by the Superintendent/Administrator.

  
\_\_\_\_\_  
Administrator's Initials

b. Membership Dues. Membership dues for the Administrator in one state and one national professional educational organization. Additional educational memberships may be approved by the Board of Education if in the best interests of the School District.

c. Relocation. The School District shall reimburse Superintendent up to

\$4,000 of the Superintendent's relocation, direct and indirect, expenses, and shall upon request produce actual documentation of such expenses. Those expenses may include up to two (2) trips from his current home to Bay City to allow Superintendent and his wife to locate suitable housing, and to make other final arrangements to commence work. These expenses may also include actual travel expenses, mileage, food, and out of pocket expenses for the move from his current home to Bay City, and may also include the expense of moving his housing goods and furnishings to Bay City. It is expected that Superintendent will obtain at least three (3) bids for such move and accept the lowest qualified bid. It may also include indirect costs and related expenses, and expenses of sale or purchase of real estate, or replacement of items rather than moving where such moving costs would not be cost effective. It is understood that such relocation expense payment shall be reported to the IRS consistent with IRS Publication 521, and may result in taxable income to the Superintendent who shall appropriately report such reimbursement and expenses. The maximum reimbursement for all expenses shall be \$4,000. If Superintendent voluntarily terminates his employment with the District for any reason prior to the completion of two (2) years Superintendent shall reimburse the District the amount of the relocation allowance actually paid by the District.

- d. Meetings and Conferences. The Administrator may, upon the prior approval of the Board, attend appropriate professional meetings, conferences, workshops, or speaking engagements at the local, state and national level on behalf of the School District and which may require the Administrator to be absent from the School District during normal work hours or days. Reasonable expenses shall be approved in accordance with School District policy and law and incurred while attending meetings, conferences, or workshops as a representative or agent of the School District and will be paid directly by the School District or will be reimbursed to the Administrator upon presentation of an itemized accounting of such expenses.
- e. Transportation. The Administrator shall receive reimbursement of automobile expenses incurred on school business in or out of the District at the Board approved IRS rate, to cover transportation expenses incurred in the performance of the Administrator's duties as set forth herein. (Unless a vehicle is provided by the District.) Additionally, the Administrator shall be reimbursed for all other reasonable expenses ordinarily and necessarily incurred by him in representing and conducting the business of the School District as

set forth in the policy of the School District or as approved by the Superintendent. The Administrator shall provide the School District with an itemized accounting of all such expenses as a condition precedent to reimbursement.

- f. Holidays. Administrator is entitled to the following holidays for which no service to the School District is required. Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Good Friday, Memorial Day and Independence Day, and such other holidays/days off as recognized by the District for other staff.
  
- g. Disability Insurance. The School District shall make available for purchase, by the Administrator, a group policy of long-term disability insurance, which provides compensation at a rate of not less than sixty (60%) percent of the Administrator's salary and with a qualifying term of not more than ninety (90) days. At such time as a claim arises, in order to qualify the Administrator, shall use accumulated sick days up to ninety (90) days. If the Administrator has less than ninety (90) days available, the District shall provide additional days as required to bridge the shortfall to the ninety (90) day qualification. If the Administrator has more than ninety (90) days available, the individual shall exhaust his/her accumulated personal sick leave days prior to coverage through the long-term disability insurance. The District shall withhold the necessary premiums and shall forward same to the insurer on Administrator's behalf and provide evidence of such payment upon request. When an individual has exhausted all of his/her accumulated personal sick leave days, and as a result is no longer eligible for the District provided health insurance coverage, the District shall provide health insurance coverage, including dental and vision, for a maximum of one (1) additional year, per occurrence, commencing with the termination date of the individual's original health insurance benefit and the beginning of coverage pursuant to long-term disability insurance. The Superintendent/Administrator payment of twenty (20%) percent of health insurance costs, as outlined in 9(j), continues to apply.
  
- h. Life Insurance. The School District shall pay all premiums necessary to provide the Administrator with a term life insurance policy in the amount equal to two times the annual salary, the same to include accidental death and dismemberment benefits.
  
- i. Bereavement. The Administrator is granted bereavement days for death of immediate family members. Immediate family shall include mother, father, spouse, children, step-children, grandchildren or

step-grandchildren, in-laws or siblings.

- i. Leave. The Administrator shall be provided fourteen (14) paid days per contract year for use in the event of an absence on account of personal illness or disability, critical illness of a family member and personal business. There shall be no payout of unused days upon separation from employment for any reason.
  
- k. Health Insurance Benefits. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his/her eligible dependents for the following insurance program to include medical, dental, vision and hospitalization insurance, as generally offered the other School District Administrators, for a full twelve (12) month period:

Health Insurance. The School District shall provide complete health care protection on a full twelve (12) month basis with either single, two-person, or full family benefit status as selected by the employee during the open enrollment period.

The monthly Board paid premium for health insurance shall be the portion cost of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The monthly employee paid premium for health insurance shall be the portion cost of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The plan year is July 1<sup>st</sup> through June 30<sup>th</sup>. Included in the "Base Plan" health insurance are prescription benefits that have established co-payment levels which are the responsibility at 100% paid by the employee based on the prescription category.

Should the employee select one of the offered health insurance options other than the "Base Plan" and the option they select is at a higher annual premium cost, the employee is responsible (in addition to their 20% cost outlined above) for 100% of the differential cost between the plan selected and the "Base Plan". Under all health insurance options offered by the Board, all co-pays, levels of deductibles and levels of co-insurance are the responsibility of the employee.

Bi-weekly payments for the employee's portion of insurance benefits costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select

the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate healthcare coverage of the employee who is unable to make their portion of the premium current.

Dental. The Board shall provide dental insurance options through either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium for dental insurance shall be at the portion cost of the established premium based on the level of benefit selected as other Administrators are provided. The employee paid premium for dental insurance shall be at the portion cost of the established premium cost based on the level of benefit selected as other Administrators are provided. The dental coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. The dental insurance plan shall be the same benefit as generally offered the other School District Administrators.

Bi-weekly payments for the employee's portion of dental insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate coverage of the employee who is unable to make their portion of the premium current.

Vision. The Board shall provide vision insurance options through



either a fully-insured or self-insured program. Options available are full family, single, or two person levels of benefits. The monthly Board paid premium for insurance shall be at the portion cost of the established premium cost based on the level of benefit selected as other Administrators are provided. The employee paid premium for vision insurance shall be the portion cost of the established premium cost based on the level of benefits selected as other Administrators are provided. The vision coverage levels of Co-insurance are 100% the responsibility of the employee. The vision insurance plan shall be the same benefit as generally offered the other School District Administrators.

Bi-weekly payments for the employee's portion of vision insurance benefit costs shall be made through a Section 125 payroll deduction (pre-tax benefit) as established by the District and as allowable based on available compensation level. If the employee elects not to select the payroll deduction via a Section 125 (pre-tax benefit) plan, an election form to deduct on a post-tax basis must be signed by the employee. If the employee's required contribution to pay premiums for the insurance option selected is increased or decreased during the plan year, the payroll deduction will automatically be adjusted to reflect the increase or decrease. The Board shall have the right to recover any unpaid premiums by the employee (in addition to any other remedies provided by law) by deducting the premium amount in arrears from any wages remaining to be paid to the employee. If remedies described above are not available, the District reserves the right to terminate coverage of the employee who is unable to make their portion of the premium current.

Annuity. An Administrator who qualifies for health insurance coverage and who chooses not to be provided with such coverage shall receive an annuity of one-hundred dollars (\$100) per month under Section 125 of the Internal Revenue Code toward a plan currently payroll deducted by the Board or a cash option payment of one-hundred dollars (\$100) per month. In addition a fund will be established to share savings related to an employee's decision to select an annuity payment in lieu of selecting District provided health insurance coverage.

The Administrator will need to complete a declination form when making a decision not selecting insurance coverage.

10. Medical Examinations. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs

specified under this Contract. Additionally, upon request of the Board, the Superintendent/Administrator shall authorize the release of medical information necessary to determine if administrator is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

11. No Tenure. The Administrator agrees that he/she shall NOT be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred 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 (requiring certification) with the School District. Such tenure status is specifically denied under this Contract. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. Professional Insurance Coverage. The Board agrees to cover the employee through the District's policy for errors and omission insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In the event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408.

13. Residency. Administrator is encouraged to establish and maintain his/her actual residence and legal domicile within the boundaries of the Bay City Public Schools not later than one (1) year after the effective date of this Contract and remain a resident of the School District for the duration of his/her employment by the Board, and shall maintain residence within the statutory parameters as may be permitted by law, currently within twenty (20) miles of the nearest boundary of the District. M.C.L.A. 15.602.

14. Other Family Employment. The Administrator agrees that he/she shall not hire, or recommend for hire, any member of his/her immediate family. Immediate family shall include spouse, children, step-children, grandchildren or step-grandchildren, in-laws

or siblings.

15. Amendment and Entire Agreement. This Contract of Employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior and contemporaneous agreements (not specifically expressed in this Contract) pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver or 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.

16. Notices. All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions of this agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

17. Usage. When applicable, pronouns and relative words shall be read as plural, feminine or neuter, respectively.

18. Duplicate Original Copies. This agreement is executed in duplicate original copies, one of which shall be retained by the School District and one by the Administrator, each of which shall be deemed to be an original but all of which shall be construed as one document.

19. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Michigan.

20. Severability. 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. If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.

21. Acknowledgment and Time of the Essence. Each party acknowledges that they have read this agreement and agree to the terms and conditions herein contained and further agree that time shall be deemed of the very essence of this agreement.

22. Paragraph Heading. The paragraph headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the paragraph to which they appertain.

23. Execution. This agreement is executed on behalf of the School District pursuant to authority granted as contained in a resolution of its Board of Education adopted on **June 12, 2017**, same being incorporated herein by reference thereto.

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

SCHOOL DISTRICT:  
THE SCHOOL DISTRICT OF THE CITY OF  
BAY CITY, BAY AND SAGINAW COUNTIES

SUPERINTENDENT/  
ADMINISTRATOR:

By:   
Mark Zanotti, President

  
Stephen Bigelow

Date: 6-15-2017

Date: 6-15-2017

By:   
Lorraine A. Jeske

Date: 6-15-2017