

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

SUPERINTENDENT/ADMINISTRATOR

THIS AGREEMENT is made and entered into this 1st day of July, 2012, 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 **DOUGLAS NEWCOMBE** of Bay City, Michigan, 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. The third year of this Agreement may result in reassignment to his previous position, as may be agreed upon by the parties, as Director of Finance. See Paragraph 3(a).

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 **2012-2013 school year of \$132,000 (same compensation as for 2011-2012), and for the 2013-2014 school year of \$132,000, and in an amount to be determined for 2014-2015 and 2015-16,** dependent upon job responsibilities, but no less than the salary for position of Director of Finance, and 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 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.

- a. For the 2012-2013 and 2013-2014 school year only, Administrator shall serve as Superintendent, assuming all additional duties and responsibilities for such position. The Board reserves the right for 2014-2015 school year to reassign the Administrator to another position. In the event of reassignment, such reassignment shall be to position of Director of Finance.

In the event of reassignment to the position of Director of Finance for the 2014-2015 school year, then the salary for that year shall be no less than that salary provided for Mr. Newcombe as Director of Finance for the 2008-2009 school year base salary, together with the same increases as provided to other Central Office Administrators since that time.

- b. In addition to base salary, an annual longevity payment shall be paid for years of service as a Central Office Administrator according to the following schedule:

- (1) The annual longevity payment for the six (6) key administrative positions (Superintendent, Director of Student

Services, Director of Curriculum, Director of Facilities, Director of Human Resources/Labor Relations, Director of Finance, and Director of Technology/Information Services) shall be paid for years of service as a Central Office Administrator according to the following schedule:

- (a) After the completion of the 3rd through 5th years of service, the amount of one thousand (\$1,000) dollars.
- (b) After the completion of the 6th through 9th years of service, the amount of two thousand (\$2,000) dollars.
- (c) After the completion of the 10th year of service and beyond, the amount of three thousand (\$3,000) dollars.
- (d) The longevity commencement date for this Administrator is January 2, 1990.

The longevity is not added to the base salary for future salary consideration. Employees have the option to take the longevity payment as a lump sum cash payment at a time of the employee's choice or combined with their base salary to be paid on a bi-weekly basis. It is the responsibility of the Administrator to notify the Human Resources Department, in writing, by July 1st of the option they choose on an annual basis.

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. Upon completion of the annual evaluation, the Board may determine, within its sole discretion, whether to provide for bonus compensation based upon review and completion of the Superintendent's goals and objectives.

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 overpayment of vacation days may be reimbursed to the District by deduction from any severance or retirement, or from any reimbursement of unused sick time due the Administrator. 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, be reimbursed for unused days at the daily rate pro-rated from the annual salary designated for the current contract year. Unused vacation pay pro-rated at the then current salary, shall be paid at termination of the employment relationship (up to a maximum of thirty (30) days). An Administrator may request to trade accumulated sick leave days for additional vacation days at a ratio of three (3) accumulated sick leave days for one (1) additional vacation day, through written application, through the Human Resources/Labor Relations Office.

6. Severance. After three (3) years of service, in the event the Administrator retires or otherwise severs his/her employment with the District other than as a result of a just cause discharge, unused accumulated leave days shall be compensated at the time of termination, in an amount equal to the daily rate of the teacher's Step 1 Base AB rate for the first one hundred thirty eight (138) accumulated days and one-half said rate for days accumulated beyond one hundred thirty eight (138) days. For serious illnesses during the last five (5) years prior to leaving the District, the Administrator may only be charged a maximum of one hundred thirty eight (138) days of sick leave. A serious illness is defined as any illness in excess of ten (10) consecutive sick leave days (documentation by a physician is required). For purposes of calculating severance pay, only the days used beyond the one hundred thirty eighth (138th) day shall be included in the final calculation. The total severance amount will be paid over a period of five (5) years on a bi-weekly basis. The total severance amount may be used to purchase service credit under the guidelines and conditions as established by the Michigan Public Schools Employees Retirement System (MPERS). In order to qualify for the severance package, a sixty (60) day notification is required prior to the date of severing employment with the District. This notification is required prior to the date of severing employment with the District. This notification will be waived, if the Administrator is severing employment due to a serious health reason.

7. Term. The School District hires and employs the Administrator for a period beginning on the **1st day of July, 2012, and ending on the 30th day of June, 2016**, with the first two years as Superintendent, the third year in such administrative position as may be determined, 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).

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

- b. Operation of Law. Unless the Board complies with the non-renewal provisions of MCA 380.1229(2) and (3), this Contract shall be automatically renewed for an additional one (1) year period. Written notice of non-renewal must be given at least sixty (60) days before the termination date of the Contract. Prior to such notice, the District must give the affected person at least thirty (30) days 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 a reasons 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 the this Contract, or materially violates Board Policy, 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.

Additionally, this Contract may be terminated during its term pursuant to a necessary reduction in administrative personnel as determined by the Board. The Administrator shall be given at least sixty (60) days notice of termination prior to the

effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract, other than as may be provided by law.

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 Administrator hereby authorizes deduction from such severance benefits.



Administrator's Initials

- b. Membership Dues. Membership dues for the Administrator in one state and one national professional educational organization. Additional educational memberships will be approved by the Board of Education if in the best interests of the School District.
- c. 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.
- d. Transportation. The Administrator shall receive reimbursement of automobile expenses incurred on school business in or out of the District at the Board approved 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.

- e. 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 as recognized by the District.
- f. 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.
- g. 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.
- h. 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. Unused days shall accumulate without limit and be carried forward from year-to-year for the duration of the Administrator's employment. Further, he/she shall be permitted to carry over and retain the sick days accumulated during the Administrator's employment by the District prior to the date of this Contract.

For the 2012-13 school year only, two (2) days will be added into the personal accumulated leave balance of the employee.

- j. 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. Parties have agreed to offer multiple health care coverage options provided in the attached level of benefits.

Effective July 1, 2011, the monthly Board paid premium for health insurance shall be 80% 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 20% of the "Base Plan" premium cost of the benefit level selected (Full Family, 2 Person, Single Coverage). The following "Base Plan" level of co-pays, deductibles and level of Co-insurance are a 100% expense of the employee. The "Base Plan" is \$300/\$600 Deductible, 20% Coinsurance Percentage up to a potential Max Paid Out of Pocket \$900/\$1800, \$40 Office Visit Co-pay, \$50 Urgent Care Co-pay, \$250 ER Co-pay (See attached benefit level description for the (Bronze) Base Plan attached to this contract). Included in the "Base Plan" health insurance are prescription benefits that have established co-payment levels of \$10/\$40 which are the responsibility at 100% paid by the employee based on the prescription category (See attached benefit levels description for prescription coverage).

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 80% cost of the established premium based on the level of benefit selected. The employee paid premium for dental insurance shall be 20% of the established premium cost based on the level of benefit selected. 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 is attached to the contract.

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 80% of the established premium cost based on the level of benefit selected. The employee paid premium for vision insurance shall be 20% of the established premium cost based on the level of benefits selected. The vision coverage levels of Co-insurance as described in the summary of benefits are 100% the responsibility of the employee. The vision insurance plan is attached to the contract.

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.

An amount equal to 40% of the district's portion of the health insurance premium relinquished by the employee will be added to a fund for any Central Office Administrator that selects the annuity option over the number of individuals (**pursuant to the June 30, 2012 census**) that had selected the annuity option in the **2011/2012** fiscal year.

Furthermore, the level of health insurance premium used for this calculation will be based on the employee's previous choice of coverage prior to selecting the annuity option, single coverage, two person, or full family coverage as defined in the "Base Plan".

Payment of any saving over the fixed monthly annuity payment of \$100 per month will be paid in a lump sum amount no later than June 30th of the fiscal year in which the annuity option was selected in a separate check.

If an employee selects the annuity option or requests a change in coverage at a time other than open enrollment, the amount added to the annuity fund will be adjusted to reflect this change.

In the event an individual who has a spouse employed by the district (and who is currently primary insurance holder) moves from the primary insurance holder to the annuity option, this individual will not be included in the annuity savings calculation.

The amount of cash option payment may be applied by the employee toward an annuity plan under Section 125 of the Internal Revenue Code currently payroll deducted by the Board.

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

In the event a legislative requirement mandates employee contribution towards health care coverage, such shall not be in addition to this contribution, which shall be deemed to count towards the required contribution.

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 **July 9, 2012**, 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: Marie A McFarland
Marie McFarland, President

Douglas Newcombe
Douglas Newcombe

Date: 7-9-2012

Date: 7/16/12

By: Chuck Hewitt
Chuck Hewitt, Secretary

Date: 7-9-2012