

Capac Community School District
and
Stephen Bigelow, the Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Capac Community School District, located in St. Clair and Lapeer Counties in the State of Michigan (hereinafter, the "Board") and Stephen Bigelow (hereinafter, the "Superintendent"), in accordance with its actions as found in the minutes of the meeting held on the 20th day of August 2015, as follows:

1. The Board hereby employs the Superintendent as its Superintendent of Schools for a three (3) year period commencing with the 2015-2016 school year beginning the 31st day of August, 2015, and ending June 30, 2018, in consideration for which the Board will pay the Superintendent the sum of one hundred fifteen thousand dollars (\$115,000) pro-rated for the 2015-2016 school year. The Board further agrees to employ the Superintendent in that capacity for the school years 2016-2017 at a rate of one hundred fifteen thousand dollars (\$115,000) and 2017-2018 at a rate of one hundred fifteen thousand dollars (\$115,000) commencing on the 1st day of July 2017 and ending June 30, 2018. Not later than March 31, 2017 the Board will determine whether or not to extend this contract beyond its current expiration date of June 30, 2018. If the Board determined to extend the contract, the contract will be extended for an additional one (1) year period and will be amended to reflect an expiration date of June 30, 2019. This same process will be used in renewing subsequent contracts.
2. The Superintendent shall be entitled to the following benefits in addition to the compensation as stated above,
 - a. The Board of Education agrees to pay the employers' contribution for the Michigan School Employees' Retirement System.
 - b. The Board of Education agrees to provide to the extent permitted under PA 152 and consistent with the benefits provided to the Administrator Group, either 80% of the premium or the hard cap as defined under PA 152 at the Board's sole discretion, for full family health care and insurance benefits in the form of MESSA Choices Pak, or upon agreement by both the Board and other administrators, another insurance plan of comparable modifiers. In lieu of health insurance, the District agrees to pay a sum of two thousand dollars (\$2,000) applicable to Capac Community Schools' Cafeteria Plan.
 - c. The Board of Education agrees to provide family vision insurance as part of the MESSA Choices Pak health or comparable insurance plan.

- d. MESSA Choices Pak Long Term Disability (LTD) or comparable plan 66.6% of pay to max of five thousand five hundred dollars (\$5,500) per month, 90-day waiting period, freeze on offsets, 2 year limit on drug/alcohol and mental/nervous disabilities.
- e. The Board of Education agrees to provide the Superintendent with term life insurance in the face amount equal to two (2) times the amount of his or her annual salary.
- f. The Board of Education agrees to provide the Superintendent with MESSA Choice Pak or comparable dental insurance 80/80/50 - \$1,000 maximum orthodontia.
- g. The Superintendent shall receive up to one thousand five hundred dollars (\$1,500.00) per class reimbursement of tuition costs associated with graduate level courses taken in accordance with applicable Board policy and approval. Tuition reimbursement will not exceed three thousand (\$3,000) in a given year. It is anticipated that this reimbursement will end with the when course work is completed for his doctoral program that he is currently pursuing.
- h. The Superintendent shall be credited one sick day per month not to exceed twelve (12) per year. There is no limit as to the number of sick days that may be accumulated, however, there is no sick leave buy out upon separation from the District.
- i. The Superintendent is entitled to two (2) days personal leave each year which may be utilized for personal business that cannot reasonably be conducted at other times (not for vacation or recreational purposes). Personal leave days will not be deducted from the Superintendent's sick leave accumulation, and any unused personal leave days will be added to the Superintendent's sick leave accumulation the following year.
- j. The Superintendent will receive the following holidays: July 4; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve; Christmas Day; the days between Christmas and New Year's Eve; New Year's Eve; New Year's Day; Good Friday; the Monday following Easter; and Memorial Day.
- k. The Superintendent shall be provided with up to five bereavement days for each occurrence to be used for deaths in the immediate family of the Superintendent or spouse. Immediate family shall be defined as father, mother, spouse, brother, sister, child, grandparents, grandchildren or a dependent of the immediate household.
- l. The Superintendent is entitled to twenty (20) days' vacation each year, exclusive of legal holidays, and will notify the Board President of the dates. Notwithstanding the noncumulative nature of such vacation days, the

Superintendent may elect to use vacation days not taken in the preceding school year up until October 31th in a subsequent school year only.

- m. The Board of Education shall provide the Superintendent reimbursement for job related travel at the prescribed district mileage payment (IRS reimbursement rate) for the use of his privately owned vehicle.
3. The Superintendent will hold and maintain throughout the life of this contract all valid and appropriate certificates to act as Superintendent of Schools in the State of Michigan. If required by law or as directed by the Board of Education and the Superintendent hereby agrees to devote his time, skill, labor, and an attention to said employment during the term of this contract. Failure of the Superintendent to maintain the appropriate certification will be just cause for the Board to terminate this contract. The Board agrees to pay for the Superintendent's annual certification fee.
4. The Superintendent will be subject to the direction and control by the Board of Education, shall perform the duties defined by law and such other duties as shall be delegated to him by the Board, and shall comply with all Board policies.
5. The Board may require that the Superintendent has a comprehensive medical examination as may be deemed necessary, or every school fiscal year, whichever occurs more frequently. If such 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 the Superintendent to perform duties. The Board shall treat this statement as confidential information and the cost of said medical report will be borne by the District. 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 for a period of ninety (90) consecutive days or more due to mental or physical disability.
6. The Superintendent shall be subject to discharge for just cause. 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 the 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. In the event the Board of Education terminates this contract before its expiration under this section, the Superintendent shall have the right to contest such decision through arbitration under the rules of the American Arbitration Association. The arbitrator shall be selected and the hearing conducted under such rules. The location of the hearing shall be at the offices of the School District or such other location as the parties agree. The sole responsibility of the arbitrator shall be to determine if there was just cause for the discharge and the arbitrator shall render a written decision which shall, at a minimum include specific factual findings regarding whether or not just cause for discharge existed. In the event the arbitrator determines the Board of Education did not have just cause for discharge, the Board of Education shall have the option of reinstating the Superintendent with back pay or paying the back pay award and the balance due through the term of this Agreement for any remaining years, as if notice of non-renewal had been given, along with any benefits.

The parties shall share equally the cost of the arbitrator and the American Arbitration Association and each shall pay their own legal fees.

7. The Board shall evaluate the Superintendent, at least annually on or before May 31st, using the criteria and evaluation process mutually agreed to by the Board and Superintendent and which complies with Section 380.1249 of the Michigan Revised School Code. It is the position of the Board and is required by state law that student achievement is a significant portion of the Superintendent's evaluation. This date will provide the opportunity for that data to be available. It shall be the responsibility of the Superintendent to schedule an evaluation with the Board by April annually.
8. The Board will reimburse the Superintendent for any out-of-pocket expenses, including mileage, incurred on behalf of the District upon presentation of an itemized statement.
9. The Superintendent shall not be deemed to be granted continuing tenure in the position of Superintendent or in any other non-classroom position.
10. The District shall pay the Association dues for up to two (2) entities of the Superintendent. Examples of these Associations include: the American Association of School Administrators; the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.
11. The Superintendent is encouraged to attend workshops, conventions, and conferences with prior Board approval for the purpose of professional improvement.
12. By mutual agreement with the Board in advance, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations that do not interfere with the time available or the performance rendered by the Superintendent to satisfactorily perform his duties to the Board.
13. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, law suits, administrative or judicial proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of his employment, so long as the action does not emanate from the intentional, reckless, criminal or tortious conduct of the Superintendent contrary to the District's interest or public policy. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and limited to those situations identified above, will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board Members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

14. The Superintendent shall be provided paid moving expenses not to exceed three thousand dollars (\$3,000) when the Superintendent establishes residency within the School District, to move his household and all reasonable and customary items of the household.
15. The terms of this Agreement may be extended by the signing of an ADDENDUM OF AGREEMENT, modifying the dates of the Agreement and the compensation, as agreed upon.

In **WITNESS WHEREOF**, we have executed the Agreement on the 24 day of August, 2015.

Capac Community Schools

Superintendent

By: Walter W. Lentz, President
Walter W. Lentz
President of the Capac Community
Schools Board of Education

By: Stephen Bigelow
Stephen Bigelow
Capac Superintendent