

**BAY ARENAC INTERMEDIATE SCHOOL DISTRICT
EMPLOYMENT CONTRACT – SUPERINTENDENT OF
SCHOOLS**

It is hereby agreed by and between the Board of Education of the Bay-Arenac Intermediate School District (hereinafter "Board") and Shelly DuCharme (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on May 04, 2025, has and does hereby employ the said Superintendent for a three (3) year period commencing on July 1, 2025 and ending on June 30, 2028, according to the terms and conditions as described and set forth herein as follows:

1. **Term.** The Superintendent is employed for a three (3) year period from July 1, 2025, to June 30, 2028, subject to extension, non-renewal, and termination as provided in this Contract.
2. **Contract Extension.** on or before June 1 of each Contract year, the Board shall review this Contract with the Superintendent and take official action determining whether to extend the Contract for an additional year. The Superintendent shall, prior to April 1, advise the Board in writing of its duties under this process. The Board shall notify the Superintendent of its action no later than June 1 of each year.
3. **Qualifications.** The Superintendent represents that she possesses and will maintain through the term of this Contract all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code Act, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned.
 - a. As a condition of continued employment, the Superintendent shall meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
 - b. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this contract shall automatically terminate, and the Board shall have no further obligation under its terms.
4. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as the duties that may be further established, modified, or amended from time to time by the Board.
 - a. The Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and educational programs.
 - b. The Superintendent will devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.
 - c. The Superintendent will comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the board through its policies, regulations, and directives.
 - d. The Superintendent will use her best efforts to maintain and improve the quality of ISD operations and to constantly promote efficiency in all areas of her responsibility.

5. **Evaluation.** The Superintendent's performance shall be evaluated at least annually. The Superintendent shall notify the Board by April 30th of each contract year of the requirement to complete the pending evaluation by the contractual deadline. The Board of Education shall review with the Superintendent her performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b (or its successor provisions), using an evaluation instrument with multiple rating categories and one that is mutually agreeable and in compliance with the above-mentioned laws. The Superintendent may appeal the evaluation process and rating received by the Board. The appeal must be submitted in writing to the Board President within 30 calendar days after the Superintendent is informed of the rating. Within 15 days after the appeal is submitted, the Board of Education shall provide the Superintendent with the written notice that a hearing shall be scheduled, in closed or open session at the election of the Superintendent, to consider the appeal and for the Superintendent to present witnesses, information, and evidence. The hearing shall be scheduled for a date mutually acceptable to the Board and Superintendent within 45 days after the appeal is submitted, unless extended by mutual agreement. The Superintendent may be represented by counsel at the hearing at their own expense. The Board shall provide its decision on the appeal within 30 days after the hearing. The Board's decision shall be final.

6. **Compensation.** The Superintendent's annual salary for the 2025-2026 Contract year shall be one hundred eighty thousand dollars (\$180,000) as stipulated in Appendix A, Superintendent Base Salary, in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. In addition to the base salary, the Board shall contribute to an IRS Section 403b or 457 account of the Superintendent's choosing, 10% of base salary annually during the term of this contract as stipulated in Appendix C. In further consideration of these responsibilities, the Superintendent is eligible for Merit Pay upon the completion of the Performance Areas outlined in Appendix B and degree compensation of 1% of base for degrees held in Appendix C. The parties further mutually agree that the Board is responsible for setting the salary range, IRS Section 403b or 457 amount, and Merit Pay Performance Areas of the Superintendent's Contract at its sole discretion.
 - a. The Superintendent's salary is based on a 52-week contract/fiscal year, inclusive of ISD holidays.

 - b. Superintendent will receive twelve (12) accumulative sick days, and three (3) days, non-accumulative, per contract year, to utilize for personal business. In addition, up to five (5) days leave will be granted in case of the death of the Superintendent's spouse, children, step-children, parents, mother-in-law, father-in-law, brothers or sisters, grandparents or grandchildren. Up to three (3) days' leave will be granted in case of the death of the spouse's brother, the spouse's sister, and the spouse's grandparents.

 - c. The Superintendent shall be granted vacation time in the amount of twenty-five (25) days per fiscal year. Ten (10) vacation days may be carried over per fiscal year and shall not exceed twenty (20) days. Superintendent may elect to receive salary (per diem) in lieu of accumulated vacation days, to a maximum of five (5) days per year. The Superintendent shall schedule the use of vacation days in a manner that minimizes interference with the orderly operation and conduct of the ISD's business. All scheduling of vacation is subject to the approval of the Board.

 - d. The Superintendent is entitled to the following holidays for which no service to the ISD is required:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

Labor Day	New Year's Eve Day
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- e. The Board retains the right to additionally increase the Superintendent's annual salary during the terms of the Contract, but in no event shall the salary be less than that for the previous Contract year.
 - f. Any adjustment in salary made during the term of the Contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of the Contract.
 - g. Should the Superintendent be reassigned or transferred to another administrative position, the salary paid shall be at the same rate and term as set forth in this contract. The Board agrees to provide the Superintendent at least 30 days' notice prior to any reassignment or transfer. The annual salary shall be paid in twenty-six equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).
7. **Business Expenses.** Consistent with Board Policy, the Board will reimburse the Superintendent for all reasonable and necessary business-related expenses resulting from the performance of her duties as Superintendent, including travel, meals, and lodging in accordance with the ISD's per diem expense and reimbursement procedures. The Superintendent shall present an itemized account of these expenses in the manner determined by the Board.
- a. The Superintendent shall receive a monthly payment of Six Hundred Dollars (\$600.00) for car expenses or \$7200 per year.
 - b. The Superintendent shall receive a monthly payment of Forty (\$40) for mobile telecommunications expenses.
8. **Professional Meetings and Conferences.** The Board shall permit a reasonable amount of time for the Superintendent to attend such professional programs and pay for the necessary registration fees, travel, and subsistence expenses, as approved by the board, and in accordance with Board policy.
9. **Professional Dues.** The Board will pay the Superintendent's dues in professional organizations at the local, state, and national levels per established Board policy.
10. **Liability Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlled with respect to the defense and indemnity of the Superintendent. The sole obligation undertaken by the board shall be limited to the payment of premium amounts for the above error and omissions amounts, and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).
11. **Fringe Benefits.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the Board shall make premium payment on behalf of the Superintendent and her dependents for enrollment in the following programs:
- a. **Health Insurance:** Subject to paragraph "b", the Board shall pay the premiums for up to full-family medical, full-family dental, for the Superintendent and her eligible dependents.

- b. The Board's contribution toward the premium for health insurance and prescription drug coverage shall not exceed the statutory limit necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. Any premium amount exceeding the statutory limitation shall be payroll-deducted from the Superintendent's compensation.
- c. **Term Life Insurance:** (Superintendent only): Policy amount of 1.5 times salary, with double indemnity.
- d. **Long Term Disability Insurance:** (Superintendent only): The Superintendent will receive a Long Term Disability Insurance Plan with a 90-day waiting period, at \$180 per month paid by the District for a \$7500 benefit through American Fidelity. With the Long Term Disability Insurance, a \$10,000 life insurance policy is also included.
- e. 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 coverage for the Superintendent and her 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. The Superintendent is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payment required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
- f. If the Superintendent is absent from duty because of personal illness or disability, she shall be allowed full pay for a total of one hundred (100) days for the absence due to the illness or disability.
- g. The Superintendent may request a ninety (90) day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the conclusion of the tended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.
- h. If the Board or designee has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion at Board expense.

c. **Term Life Insurance:** (Superintendent only): Policy amount of 1.5 times salary, with double indemnity.

d. **Long Term Disability Insurance:** (Superintendent only): The Superintendent will receive a Long Term Disability Insurance Plan with a 90-day waiting period, at \$180 per month paid by the District for a \$7500 benefit through American Fidelity. With the Long Term Disability Insurance, a \$10,000 life insurance policy is also included.

e. 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 coverage for the Superintendent and her 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. The Superintendent is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payment required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

f. If the Superintendent is absent from duty because of personal illness or disability, she shall be allowed full pay for a total of one hundred (100) days for the absence due to the illness or disability.

g. The Superintendent may request a ninety (90) day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the conclusion of the tended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

h. If the Board or designee has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion at Board expense.

12. **Medical Examination.** The Superintendent 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 Agreement. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity. Any medical or psychological examination under this section shall be at the Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

13. **Tenure Exclusion.** The Superintendent is not deemed to have been granted tenure in the administrative position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher pursuant to the Michigan Teachers' Tenure Act.

14. **Termination.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this contract when the Board determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of the Contract, or for any other basis that constitutes just cause.
- The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and is governed by Section 1229 of the Revised School Code, MCL 380.1229.
 - If the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a fair hearing before the Board no sooner than ten (10) days after written notice of the charges. This hearing shall be public or private at the Superintendent's option. The Superintendent may have legal counsel attend this hearing at the Superintendent's expense.
 - If the Board terminates the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further contractual obligation to the Superintendent.
15. **Retirement.** Eligible administrators who retire under the Michigan Public School Retirement System shall receive the designated termination pay. Alternatively, they may take unused sick leave, multiply it by the appropriate step in the table below, and receive the greater amount.

Years of Service with ISD	Maximum Sick Days	Termination Rate	Pay
1-5	50	30	1,500
6-9	100	30	3,000
10	100	35	3,500
11-15	100	40	4,000
16-19	100	45	4,500
20+	100	50	5,000

If the Superintendent notifies the Board of their intent to retire or terminate employment at the end of the school year, except for disciplinary reasons, by March 1st of that school year, they will receive \$85 per day for a maximum of 150 days.

- If the Superintendent gives at least two (2) months' notice of voluntary termination, the Superintendent will receive a payment equivalent to 1% of her annual base salary; 2% of her annual base salary for four (4) months' notice and 3% annual base salary for six months' notice.
16. **Resignation.** The Superintendent shall provide a minimum of ninety (90) days' written notice of resignation to the Board.
- If the Superintendent resigns with less than ninety (90) days' notice for non-medical reasons

without mutual consent of the Board, the Board may assess the Superintendent ten thousand dollars (\$10,000) as liquidated damages.

17. **Limitations.** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court will enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
18. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- a. No change or modification of this contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.
 - b. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - c. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
 - d. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
19. **Authorization.** This agreement is executed on behalf of the Bay-Arenac Intermediate School District (ISD) pursuant to the authority granted as contained in the resolution of the Board adopted on July 1, 2025, the same being incorporated herein by reference.

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

Date: 5/20/2025, 2025

Signed by:
Shelly DuCharme
Superintendent

Bay Arenac Intermediate School
District Board of Education

Date: 5/20/2025, 2025

Signed by:
Richard Blinder
President

APPENDIX A

Superintendent's Base Salary

<u>Year</u>	<u>Effective Date</u>	<u>Annual Salary</u>
1	2025/2026	\$180,000
2	2026/2027	*4% to 2025 - 2026 base salary
3	2027/2028	*3% to 2026 - 2027 base salary

*% increase similar to increases found in approved collective bargaining agreements for the 2026 - 2027 and 2027 - 2028 school years.

APPENDIX B

Merit Pay
Starting 2025/2026 School Year

Evaluation Date (prior to)	Performance Area	Merit Pay Amount (max)
July 1	Successful completion of Board-approved goals	\$1,000
July 1	Successful implementation of Strategic Plan	\$1,000
July 1	Increase in student count - Career Center programs over previous year	\$2,500
July 1	Successful maintenance of the Board set fund balance goals	\$1,000

APPENDIX C**2025 - 2028
Total Compensation Schedule**

YEARS	1	2	3
BASE SALARY	\$180,000 for 2025 - 2026	4% increase to 25 - 26 base	3% increase to 26 - 27 base
BOARD PD. ANNUITY	10% of Base	10% of Base	10% of Base
MERIT PAY	Up to \$5,500	Up to \$5,500	Up to \$5,500
DEGREE COMPENSATION	1% Base yr	1% Base yr	1% Base yr
LONG-TERM DISABILITY	\$180 a month	\$180 a month	\$180 a month
VEHICLE ALLOWANCE	\$7200 yr	\$7200 yr	\$7200 yr
CELL PHONE ALLOWANCE	\$40 a month	\$40 a month	\$40 a month

25 Vacation Days, 12 Sick Days, 10 Holidays

