

WATERFORD SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This *Contract of Employment* ("Contract"), effective on the last date signed below, is entered into in the County of Oakland, State of Michigan, by and between the Board of Education of the Waterford School District ("Board") and Mr. Adam Martin ("Superintendent"), collectively referred to herein as "the Parties." In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **EMPLOYMENT** – The Board hereby employs Superintendent and Superintendent agrees to work for the Waterford School District ("School District") for a term commencing on July 1, 2025 and ending on June 30, 2028. Superintendent shall advise the Board at least six (6) months in advance of his intention to terminate his employment within the term of this Contract or any subsequent amendment. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.

2. **DUTIES** – Superintendent agrees to serve the School District and perform the duties in his capacity as Superintendent as directed by the Board and as required by the laws of the State of Michigan. Superintendent further agrees to obey and fulfill the bylaws, policies, rules and regulations as established by the Board from time-to-time and to carry out its programs and policies during the entire term of this Contract.

3. **BASE SALARY** – The Superintendent's salary for the term of this Contract will be determined by the Superintendent Salary Schedule, attached hereto as **Appendix 1**.

The Superintendent's salary will increase to the next step from the preceding year on July 1. If he is rated Needing Support on the most recent evaluation, there will be no increase in step. Once the salary is adjusted as noted above, it will not decrease in any subsequent year.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other administrative personnel employed by the School District. The School District is authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. If the Superintendent works less than a full school year, the School District shall pay the Superintendent the base salary for that portion of the school year during which the Superintendent actually renders service.

4. **TSA CONTRIBUTION** – For each full school year (i.e., July 1st through June 30th) Superintendent is employed as Superintendent, the Board will contribute, on Superintendent's behalf, into the School District's Tax-Sheltered Annuity Plan ("TSA"). Superintendent may also elect to contribute a portion of Superintendent's base salary to the TSA. Such payments are to be made in a prorated manner in each payroll paycheck to the Superintendent during the given school year. In no event will the annual total contribution to the TSA exceed the applicable contribution limitations established by the Internal Revenue Code. Contributions shall be provided as follows:

- Step 1 – a total of 3.5% of the Superintendent's base salary
- Step 2 – a total of 4.5% of the Superintendent's base salary
- Step 3 – a total of 5.5% of the Superintendent's base salary

The TSA contributions noted above will only increase to the next step from the preceding year if the Superintendent's performance evaluation rating is Effective or Developing. If he is rated Needing Support, there will be no increase in step. Once the TSA contribution is adjusted as

noted above, it will not decrease in any subsequent year.

5. **WORK YEAR** – Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. Superintendent shall attend all meetings of the Board and its committees and to attend, unless excused from same, and participate in School District functions or, on occasion, other civic activities having relation to the School District's interests within the community serviced by the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary and, thus, no additional compensation shall be forthcoming for such attendances.

6. **QUALIFICATIONS** – Superintendent shall possess and maintain throughout the term of this Contract all certification(s) and continuing education requirements required of a superintendent per the Michigan Revised School Code, or any successor statute thereto.

7. **TENURE** – It is expressly agreed that Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any other administrative capacity by virtue of this Contract of Employment.

8. **EVALUATION** – The Board and the Superintendent shall meet annually in January or February to determine performance standards for said calendar year. The Board shall evaluate the Superintendent in writing before December 31 of each fiscal year using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. Performance evaluation shall be in full compliance with all relevant provisions of Revised School Code 1249b and any administrative regulations adopted pursuant to said Code.

To the extent required by MCL 380.1249b(1)(q), the Superintendent may appeal the evaluation process and rating received for his evaluation. Within ten (10) calendar days after the Board of Education issues its evaluation, the Superintendent may submit a written statement to the Board President setting forth the specific basis of the appeal. The Board President will distribute the Superintendent's appeal to the Board of Education, which will consider the written statement and decide whether to grant, deny, or modify the appeal at its next regular meeting. The decision of the Board of Education shall be final and binding on all parties involved and cannot be appealed.

9. **CONFLICT OF INTEREST** – Superintendent shall faithfully serve the School District and be mindful of its interest during the term of this Contract, to the extent required by this Contract and by law. Superintendent shall not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, Superintendent shall make full disclosure of same to the Board for its review and disposition, which disposition shall be controlling and complied with by Superintendent.

10. **OTHER WORK** – Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would, in any manner, impinge upon time and effort required to be exerted by Superintendent in the discharge of his responsibilities under this Contract, unless the Board President gives prior consent to such activities.

11. **EXPENSES** – Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. Subject

to approval in advance of such activity or conference by the President of the Board, Superintendent shall be reimbursed, consistent with Board policy, for the reasonable costs of long-distance travel and lodging in connection with such attendances and participations. Superintendent shall be reimbursed, consistent with Board policy, for the reasonable costs incurred in attending and participating in local professional activities and conferences as he may deem to be appropriate on behalf of the School District. Superintendent may be required to provide to the School District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal and state income tax reporting purposes. The Board shall incur all expenses associated with Superintendent's business use of his District-issued cell phone.

12. **MEMBERSHIP DUES** – Subject to prior approval by the Board, the School District shall pay the reasonable cost of Superintendent's membership in educational, professional, and local civic organizations, including the MASA [the Michigan Association of Superintendents and Administrators] and AASA [The School Superintendents Association].

13. **BOARD MEETINGS** – Among his other duties, Superintendent shall prepare the agenda for each Board meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board, along with his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

14. **DISABILITY** – Should Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other causes, and such disability exists for a period of more than one hundred eighty (180) calendar days, the Board, at its option

may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long-term disability benefits that apply by operation of other provisions of this Contract.

15. **RETIREMENT** – The School District shall assume full costs of the *employer* contributions to the Michigan Public School Employees Retirement System (“MPERS”) on behalf of Superintendent, as required by law. Additionally: (i) Should the State of Michigan, its political subdivisions or agencies (including the Office of Retirement Services) challenge or make an adverse determination regarding any portion of the items intended in this Contract to be reportable compensation (i.e., salary and TSA contributions) for retirement purposes, the School District shall appeal the challenge up to and including the Michigan Court of Appeals; (ii) Should any part of the Superintendent's reportable compensation (salary or TSA contributions) be determined after appeal by the Office of Retirement Services (ORS) as not being part of the Superintendent's Final Average Compensation (FAC), the School District will hold the Superintendent harmless for a period of five (5) years post-separation for the difference in the FAC and ORS determined FAC; and (iii) Should the ruling of *Batista v. ORS* be finalized during the Superintendent's employment, the Superintendent can open the contract for negotiations with the Board to memorialize changes consistent with the outcome of the case.

16. **AUTOMOBILE AND RELATED EXPENSES** – Superintendent shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the School District, as well as to attend out-of-district conferences and meetings in the course of his duties. Superintendent shall be responsible for the

cost of all automobile transportation within the state. The District will reimburse, at the Federal IRS rate, any out-of-District auto related transportation.

17. **VACATION, SICK LEAVE AND RELATED BENEFITS** – Superintendent shall be annually entitled to twenty-five (25) vacation days and twelve (12) sick leave days. Furthermore, the Superintendent is not required to use vacation time during the Winter Vacation period in which schools are closed but shall complete all necessary duties during the Winter Vacation period. The Superintendent shall be entitled to the same holidays, approved absence, medical, vision, dental insurance and long-term disability, and payment for unused vacation upon termination, as provided for the administrative staff of the School District.

18. **INSURANCE** – The School District shall provide Superintendent with the same insurance benefits as set forth in the fringe benefit provisions authorized to Central Office Administrators, as approved and modified from time-to-time by the Board.

19. **LIABILITY INSURANCE** – Superintendent shall be provided at School District expense, the same level of liability insurance coverage (basic and errors and omissions) as is or may hereafter be provided to the Board and its members in connection with the performance of his duties as Superintendent.

20. **INDEMNIFICATION** – To the extent permitted by law, the School District will defend the Superintendent and indemnify and hold the Superintendent harmless from any and all claims, judgments, liabilities, costs and actual attorneys' fees, of a civil nature and not including criminal matters, arising from or relating to actions taken or decisions made in good faith and within the scope of his employment. The Superintendent shall give the Board notice of any claim for defense and indemnification promptly upon knowledge of any possible claim. The

Board will have the right to appoint the attorney and conduct the defense of any such claim. If, in the opinion of the Board, the Superintendent fails to fully cooperate in the defense of any claim, then this paragraph of the Agreement shall become null and void. The paragraph survives the termination and expiration date of this contract.

21. **TERMINATION OF CONTRACT** – In addition to any other rights the School District may have, by law or under this Contract, this Contract may be terminated at any time during its term by the School District for just and reasonable cause, as those terms have been interpreted legally. In such event, Superintendent shall be advised, in advance, of the Board's intention to consider effecting such a midterm termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at Superintendent's option. In the event Superintendent elects to contest the Board's disposition in regard to such termination following such hearing, he shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration, the award arising out of which shall be binding on the School District and Superintendent and enforceable in any court of competent jurisdiction in this State. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board acted with just and reasonable cause in its determination to terminate Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under their Employment Arbitration Rules.

22. **NONRENEWAL OF CONTRACT** – As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2028. Superintendent acknowledges that he has no expectation of employment by the School District beyond that date. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board and the process, therefore, is governed by Section 1229 of the Revised School Code. Superintendent shall inform the members of the Board, in writing, no later than February 1, 2028, of their opportunity to provide timely notice of non-renewal of this Contract.

23. **TOTALITY OF TERMS** – This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all prior contracts, arrangements and communications between the parties concerning such subject matter, whether oral or written.

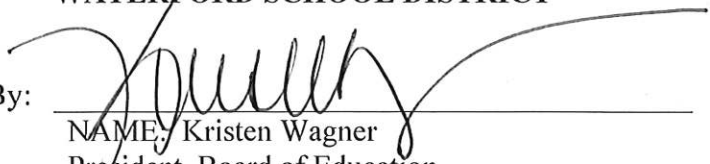
IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written.



NAME: Adam Martin
Superintendent of Schools

WATERFORD SCHOOL DISTRICT

By:



NAME: Kristen Wagner
President, Board of Education

APPENDIX 1

SUPERINTENDENT SALARY SCHEDULE

The Superintendent shall be compensated in accordance with the following Superintendent Salary Schedule, which will include a Tax-Sheltered Annuity (TSA):

School Year	<i>2025-26</i>	<i>2026-27</i>	<i>2027-28</i>
Base Salary	\$227,500	\$233,188	\$239,018
Annuity	\$7,963	\$10,493	\$13,146
TOTAL	<u>\$235,463</u>	<u>\$243,681</u>	<u>\$252,164</u>