# SCHOOL DISTRICT OF THE CITY OF WYANDOTTE SUPERINTENDENT EMPLOYMENT CONTRACT

The Board of Education of the School District of the City of Wyandotte (Board) and the School District of the City of Wyandotte (the District) wish to employ Dr. James Anderson (the Superintendent) as Superintendent of Schools. The Board, at its meeting held on December 10, 2024 approved the terms and conditions of this Contract. The Board and the Superintendent agree to the following terms and conditions:

- Term. The Board and the District will employ the Superintendent as the District's Superintendent of Schools for the period from December 10, 2024 until June 30, 2027. Should the Board choose not to renew this Agreement at the end of its term, the Board will notify the Superintendent in the manner required by Section 1229 of the Revised School Code.
- 2. **Tenure**. The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the term of this Agreement, or re-employ him in another capacity, will not be considered a breach of this Agreement.
- 3. **Qualifications**. The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools, including those required by Section 1246 of the Revised School Code.
- 4. Duties. The Superintendent represents and warrants that he is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board and as otherwise directed by the Board. The Superintendent will serve as the chief executive officer of the District. The Superintendent will be entitled to present his recommendations to the Board on any subject under consideration and serve as an ex officio member of any committee established by the Board, excluding any committee established to investigate or evaluate his performance or any alleged conflict of interest or misconduct on his part. The Superintendent may, subject to Board approval, select, transfer, organize or reorganize District personnel, including administrative and supervisory personnel. The Superintendent will not withhold from the board and will promptly report to the board any fact or information that would, or might, affect or be relevant to the business of the school district. The Superintendent will communicate according to established district goals. The Board collectively and individually shall promptly refer all criticism, complaints, and suggestions called to their attention to the superintendent for study and recommendations.

#### 5. Superintendent Compensation.

A. Base Salary. The annual base salary is from the Salary Schedule Index listed in Appendix A, which is a 2.0 multiplier from the WEA Teacher Contract MA Maximum Salary

Superintendent will be placed on step 1 for 2024-25 with one step advancement occurring on July 1, 2025 and each succeeding fiscal year provided the superintendent has been rated effective on their most recent year-end evaluation.

Based on the Salary Schedule Index, superintendent base salary will be \$181,815 for 2024-25 (prorated), \$188,524 in 2025-26, and \$196,219 in 2026-27. The Superintendent's base salary will be paid in equal installments over the course of the school year. If the WEA Teacher Maximum is adjusted, it would also affect the Superintendent salary based upon the index.

- B. Merit Pay. For each school year the Superintendent receives an Effective year-end evaluation, the School District shall deposit an amount equal to five percent (5%) of the Superintendent's base salary for that year into a non-elective 403(b) Plan designated by the Superintendent and will pay any related costs and fees. This deposit will be made within one (1) month of the approval of the year-end evaluation conducted under Paragraph 11. The contribution shall be timed so that the contribution does not exceed any applicable limits of the Internal Revenue Code in any applicable calendar year. This obligation shall survive the end of this Contract with respect to the completion of any contributions earned and due prior that have not been completed before its end.
- **C.** Advanced Degree. In addition to base salary, the District will provide compensation for attainment of an advanced degree as follows: Ed.S Degree = \$3,000; or Ph.D./Ed.D. Degree = \$4,500 to be paid in 1 installment, January of each school year.
- 6. **Other Benefits.** The District will provide the Superintendent with the following other benefits:

#### A. Insurance.

- 1. Life Insurance. The District will pay the premiums for a term life insurance policy for the Superintendent with a death benefit equal to two times his annual salary, as it may be amended from time to time.
- Other Insurances. The District will provide the Superintendent with insurance benefits, other than life insurance, equivalent to those received by the District's central office administrators, as they currently exist and may be amended from time to time.
- B. Vacation. The District will provide the Superintendent with 20 days of paid vacation for each school year. An additional day of vacation will be added for every 2 years serving in the current position up to a maximum of 25 vacation days per year. (20 vacation days for 2024-2025, 21 days for 2025-2026, 21 days for 2026-2027). Earned but unused vacation days will be paid up to ten (10) vacation days per school year. Any other unused vacation days will be forfeited.
- C. Sick and Personal Business Days. The District will provide the Superintendent with 12 sick days per school year. The District will provide the Superintendent with 3 personal business days. Bereavement days will be given under the same conditions as other

- administrators employed by the District. The Superintendent will be entitled to accumulate and use sick days under the same conditions as other administrators employed by the District.
- D. **Paid Holidays.** The District will allow the Superintendent the same holidays as other 12 month administrative employees.
- E. **Expenses.** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon his presentation of itemized expense statements.
- 7. **Other Work and Interests.** The Superintendent will not initiate or accept any outside work or employment during the term of his services as Superintendent of Schools without the Board's advance permission, which shall not be unreasonably withheld.
- 8. **Professional Development.** The District will pay or reimburse the Superintendent for reasonable and appropriate professional organizations and activities for which he has obtained advance Board approval.
- 9. Evaluation. The Superintendent's performance shall be evaluated by the Board, at least annually. This evaluation process shall comply with Section 1249 and 1249b of the Revised School Code (or its successor provision). The Board shall use the MASB Superintendent Evaluation Instrument and all Board members conducting the evaluation shall be trained by MASB in the tool's use and rater reliability. If the Superintendent is rated less than effective, an appeal process will be conducted in accordance with Paragraph 15 of this Contract.
- 10. Indemnification. The District will defend and indemnify the Superintendent in the event he becomes a party or is threatened with being made a party to any threatened or pending civil action for acts or omissions within the scope of his employment as Superintendent of Schools. The Superintendent will promptly notify the Board and the District of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. This Paragraph survives the expiration of this Agreement.
- 11. **Resignation or Termination**. The Superintendent may terminate this Agreement during its term upon 90 days written notice to the Board for any reason. The Board or the District may terminate this Agreement during its term for reasonable and just causes including but not limited to one or more acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, or incompetence, or if the Superintendent materially breached the terms and condition of the agreement. If the Board or the District intends to terminate this Agreement during its term, the Board will provide the Superintendent with a written statement of the grounds for termination. The Superintendent may, if he wishes and within 10 calendar days of receiving the Board's written statement of the grounds for termination, request a hearing before the Board of Education to challenge the grounds for termination, which will be conducted according to applicable law.

- 12. **Fraternization**. Relationships between the Superintendent and District staff that have the appearance of partiality or preferential treatment, giving preferential treatment, or the improper use of position for personal gain, are frowned upon. The parties agree that such relationships shall not be allowed during the period of this Agreement.
- 13. **Dispute Resolution**. In the event of a dispute between the parties relating to any provision of this Contract, the employment relations, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA shall be shared equally by the parties; however, the Superintendent's cost shall not exceed \$500. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Arbitration must be initiated within sixty (60) days of the action giving rise to the dispute or it is waived.
- 14. Limitations of Actions. The Superintendent and the District agree that any claim, demand or cause of action arising from or relating to the Superintendent's application, employment or termination must be asserted and filed no later than 180 calendar days from the date on which the claim, demand or cause of action accrues or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner (unless the applicable limitations period is shorter, in which case the shorter limitations period will apply). The Superintendent and the District agree to waive any longer limitations period.
- 15. **Waiver of Breach**. The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.
- 16. **Entire Agreement**. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, signed by both parties and approved by the Board in a public meeting.

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF WYANDOTTE	SUPERINTENDENT
Theresah Cuhon	Stim
Theresa Crnkovich, President	James Anderson, Superintendent
(augusto)	12/10/2024
Carrie Martinez, Secretary	Date

## APPENDIX A-Salary Schedule Index

## 2024-2025 - 2.00 multiplier X \$102,237

1	2	3	4	5	6	7
\$181,815	\$185,526	\$189, 312	\$193,175	\$197,118	\$201,141	\$205,246

Merit Pay if Effective =  $$181,815 \times .05 = $9,090.75$  in 403b contributions

#### 2025-2026 - 2.00 multiplier X \$104,281

1	2	3	4	5	6	7
\$184,753	\$188,524	\$192,371	\$196,297	\$200,303	\$204,390	\$208,562

Merit Pay if Effective = \$188,524 x .05 = \$9,426.20 in 403b contributions

## 2026-2027 - 2.00 multiplier X \$106,367

1	2	3	4	5	6	7
\$188,449	\$192,294	\$196,219	\$200,224	\$204,310	\$208,479	\$212,734

Merit Pay if Effective = \$196,219 x .05 = \$9,810.95 in 403b contributions