

CONFIDENTIAL

SCHOOL DISTRICT OF THE CITY OF WYANDOTTE SUPERINTENDENT'S EMPLOYMENT AGREEMENT

The Board of Education of the School District of the City of Wyandotte (the Board) and the School District of the City of Wyandotte (the District) wish to employ Dr. Catherine Cost (the Superintendent) as the District's Superintendent of Schools.

The Superintendent wishes to serve the Board and the District as the District's Superintendent of Schools according to the terms of this Agreement. THEREFORE, IT IS AGREED:

1. **Term.** The Board and the District will employ the Superintendent as the District's Superintendent of Schools from July 1, 2016 until June 30, 2020. The term of this Agreement will be automatically extended for an additional school year for each school year the Board's evaluation of the Superintendent is effective or highly effective. Should the Board choose not to renew this Agreement at the end of its term; the Board will so notify the Superintendent in the manner required by Section 1229 of the Revised School Code. Otherwise, this Agreement will automatically renew for one more school year.

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 her in another capacity, will not be considered a breach of this Agreement.

3. **Qualifications.** The Superintendent represents and warrants that she 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 she 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 her recommendations to the Board on any subject under its consideration and serve as an ex officio member of any committee established by the Board, excluding any committee established to investigate or evaluate her performance or any alleged conflict of interest or misconduct on her part. The Superintendent may, subject to Board approval, select, transfer, organize or reorganize District personnel, including administrative and supervisory personnel.

5. **Base Salary.** The Superintendent's base salary for the term of this Agreement will be as follows: for the 2016-2017 school year \$140,000.00; for the 2017-2018 school year \$145,000.00; for the 2018-2019 school year \$147,900.00, with a 403B Tax Sheltered Annuity added, in the amount of \$4,350.00; and for the 2019-2020 school year \$150,858.00, with the 403B Tax Sheltered Annuity at \$4,437.00. The Superintendent's base salary will be paid in equal installments over the course of the school year. The Board and the District may modify the Superintendent's base salary during the term of this Agreement in conformity with state law and paragraph 11 of this Agreement.

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6. **Residency.** The Superintendent will maintain her permanent residence within a 20 miles radius of the District's geographic boundaries.

7. **Fringe Benefits.** The District will provide the Superintendent with the following fringe 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 her annual salary, as it may be amended from time to time.

(2) 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 six weeks of paid vacation per school year, exclusive of District holidays, subject to prior written notice to the Board's President. 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 and 3 personal business days per school year. The District will provide the Superintendent with bereavement days under the same conditions as other administrators employed by the District. The Superintendent will be entitled to accumulate and use sick, personal business and bereavement days under the same conditions as other administrators employed by the District.

D. Paid Holidays. The District will allow the Superintendent the same paid holidays allowed to other District employees, under the same terms and conditions.

8. **Expenses.** The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon her presentation of itemized expense statements.

9. **Other Work and Interests.** The Superintendent will not initiate or accept any outside work or employment during the term of her services as Superintendent of Schools without the Board's advance permission.

10. **Professional Development.** The District will pay or reimburse the Superintendent for reasonable and appropriate professional organizations and activities for which she has obtained advance Board approval.

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11. **Evaluation.** The Board will meet with the Superintendent to develop a mutually agreeable instrument for the Superintendent's evaluation that is consistent with Sections 1249 and 1250 of the Revised School Code; provided, however, in the absence of mutual agreement, the Board will develop the evaluation instrument. The Board will evaluate the Superintendent's performance, in writing, on or before April 1 of each year. The Superintendent will remind the Board of its duty to evaluate her performance by so notifying the Board President, in writing, on or before January 10 of each year. After the evaluation is completed, the Superintendent will, upon request, be provided an opportunity to meet with the Board to discuss the evaluation.

12. **Indemnification.** The District will defend and indemnify the Superintendent in the event she becomes a party or is threatened to be made a party to any threatened or pending civil action for acts or omissions within the scope of her employment as Superintendent of Schools. The Superintendent will immediately 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.

13. **Resignation or Termination.** The Superintendent may terminate this Agreement during its term upon 90 days written notice to the Board. The Board or the District may terminate this Agreement during its term: for reasonable and just cause, including any material breach of this Agreement, without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits. 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 she 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 hearing will be conducted according to applicable law.

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.

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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.

SUPERINTENDENT

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF
WYANDOTTE

Catherine Cost, Ed.D.

By: _____
Stephanie Miello, President

Date: _____

Date: _____

By: _____
Cynthia Kinney, Secretary

Date: _____