

## SUPERINTENDENT EMPLOYMENT CONTRACT

This contract (the "Agreement") is made between the Board of Education of the **WAYNE COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY (WCRESA)** (hereinafter referred to as "Board" or Agency") and **CHRISTOPHER WIGENT** (hereinafter referred to as "Superintendent") as follows:

### I. TERM

**1.1 Initial Term.** The Board, by and on behalf of the Agency, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the Agency for a term beginning July 1, 2012 and ending on June 30, 2015. The Agency may, by action of the Board, and with the consent and approval of the Superintendent, extend this Contract for an additional term as permitted by state law.

**1.2 Term Extension.** The Board shall, on or before June 30, 2013, and by such date each year thereafter, take official action to consider whether or not to extend this contract; for an additional year. The Agency may, by action of the Board, and with the agreement of the Superintendent, extend the term of this Agreement for an additional twelve-month period in the manner herein provided in this Section. Notice to the Superintendent of the Board's consideration of non-renewal, as well as the Superintendent's right to a meeting on the issue and notice of the Board's final determination, will be pursuant to the mandates of the Michigan Revised School Code.

### II. EMPLOYMENT

**2.1 Duties.** The Superintendent is the chief executive officer of the Agency and shall faithfully perform the duties of Superintendent for the Agency as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, Agency policy, rules, and regulations as they exist or may hereinafter be adopted or amended; provided, that except as may be required by law.

**2.2 Professional Activities.** The Superintendent may hold offices, membership or accept responsibilities in appropriate professional organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent may attend and participate in professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the Agency upon Board approval, including membership fees and dues of the Superintendent in such organizations.

**2.3 Professional Certification and Records.** This Contract is conditioned on the Superintendent's providing valid and appropriate credentials to act as a superintendent in the State of Michigan as prescribed by the laws of the State of Michigan and the rules and regulations of the Michigan Department of Education. The Superintendent must also file

any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any misrepresentation in the records shall be grounds for termination.

**2.4 Board Meetings and Relations.** The Superintendent, or his designee, shall have the right to and shall attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's evaluation, consideration of the terms of the Superintendent employment as set forth in this Contract, and/or when the Board is acting as a tribunal.

**2.5 Non-Tenure.** It is expressly agreed that the Superintendent shall not be deemed to be granted tenure in his capacity as Superintendent or in any administrative capacity by virtue of this contract.

### III.

### **COMPENSATION AND SALARY**

**3.1. Annual Base Salary.** The Superintendent shall be paid an annual base salary in the sum of One Hundred Ninety-Four Thousand Three Hundred Sixty-Six dollars (\$194,366.00) annually beginning on July 1, 2012, in bi-weekly installments and annually thereafter subject to the other terms and provisions of this Agreement. Said salary shall continue in effect through the duration of the contract period. This contract is intended to coincide with the fiscal year of the Agency and the annual salary shall be paid for the period July 1<sup>st</sup>, through the following June 30<sup>th</sup>.

**3.2 Salary Adjustments.** At any time during the term of this Contract, the Board may in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Subsection 3.1 of this Contract except by mutual agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the addendum or new contract.

**3.3. Business Expenses.** The Agency shall pay or reimburse the Superintendent for reimbursable expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The Superintendent shall comply with all policies, procedures and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the Agency's independent auditors.

**3.4 Health and Other Insurance.** The Superintendent shall be entitled to and the Agency shall provide comprehensive family group health and hospitalization, dental and vision insurance and prescription drug insurance coverage as provided for executive employees at the time of execution of this Agreement. This coverage will begin at the expiration of the current coverage provided to the Superintendent. The Superintendent shall be entitled to term life insurance in an amount equal to three (3) times his annual salary.

**3.5. Vacation days and Holidays.** The Superintendent shall receive 25 vacation days to be earned annually and are front loaded on July 1<sup>st</sup> of each year for usage only. Any unused vacation days are converted at the close of the fiscal year at 90% of the per diem rate. The Superintendent shall be entitled to and observe the same paid legal holidays as those observed by other executive employees at the time of execution of this Agreement.

**3.6. Sick Leave.** The Superintendent shall receive 12 days per year for non-catastrophic illness. Unused sick days will not be carried over or accumulated annually. Any unused sick days will be converted to cash at a rate of 90% of the per diem rate at the close of the fiscal year.

**3.7 Personal Business Days.** The Superintendent shall receive 16 days of personal business time with the ability to carry over no more than 3 days to the following year.

**3.8 Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician mutually acceptable to the Board and the Superintendent. The physician shall submit a confidential statement to the Agency verifying the Superintendent's fitness to perform the Superintendent's duties, and copies of all such statements shall be confidential to the extent permitted by law. The Agency shall pay all reasonable costs of the annual physical examination. The report of the Superintendent's physical shall be on file with the Wayne RESA Human Resources office and available for private review by the Board of Education.

**3.9 Disability Insurance.** The Agency shall pay the annual premium for disability income protection insurance as provided to other executive employees at the time of execution of this Agreement. Effective January 2, 2009, in the event the Superintendent incurs a relapse of the same or directly related illness or an unrelated illness after a return to work and the sick days described above in Paragraph 3.6 have been exhausted, the Board shall extend sick leave benefits and continue the regular salary during the ninety calendar day elimination period to qualify for long-term disability benefits. Upon qualifying for long-term disability benefits, the regular salary and extended sick leave benefit shall be discontinued. Pursuant to this paragraph, in no event shall the Board continue extended sick leave and regular salary for a period greater than ninety calendar days.

**3.10 Automobile.** The Agency will pay the Superintendent an amount of One Thousand Dollars (\$1,000.00) per month during the term of this Contract to provide him with a car allowance. This monthly payment shall be paid to the Superintendent in a lump sum payment each month, after appropriate withholding consistent with the Superintendent's regularly-earned salary. In addition, mileage for all Agency business shall be reimbursed at the IRS rate.

**3.11 Tax Deferred Annuity.** The Superintendent shall be entitled to contribute to the 403(b) tax sheltered annuity program on a before tax basis to the extent consistent with applicable federal income tax laws and regulations. The Board shall make contributions to the Superintendent's 403(b) annuity, in an amount consistent with that provided to other executive employees at the time of execution of this Agreement. The contribution shall be made by the Board to the extent that such amount does not violate Section 403(b)

or any other provision of the United States Tax Code, resulting in disallowance of the tax-deferred treatment of the Board's contribution.

**3.12 Retirement Service.** Prior to June 30<sup>th</sup> of each contract year, the Board will purchase one-half (1/2) year retirement service credit for the Superintendent as is permitted by the Michigan Public School Retirement System, or in the alternative, pay the Superintendent an equivalent amount by means of a cash stipend.

**3.13 Furlough Days.** The Superintendent shall be subject to up to six (6) furlough days each year of this contract consistent with other executive employees. Furlough declarations are at the discretion of the Board.

**3.14 Indemnification and Defense.**

(a) The Agency shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the Agency, to the fullest extent permitted by law, except as otherwise provided in this paragraph. The Agency has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction (i) to have acted with gross negligence and/or malice; (ii) to have acted with the intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(b) The Agency shall provide an attorney, fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct.

(c) If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction (i) to have acted with gross negligence or malice; (ii) to have acted with intent to violate a person's clearly established legal rights; or (iii) to have engaged in criminal conduct, then the Superintendent will promptly reimburse the Agency all sums advanced by the Agency to defend the Superintendent in the court proceeding in which such admission or finding is made.

(d) In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the Agency, the Agency shall provide an attorney, fees, expenses and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent. If the Superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent will promptly reimburse the Agency all sums advanced by the Agency to defend the Superintendent in court.

(e) The Agency may fulfill its obligation by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, (ii) including the Superintendent as a

covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the Agency, provided that the insurance coverage insures all of the Superintendent's actions or lack of actions that the Agency would otherwise be obligated to indemnify and hold harmless the Superintendent under this Subsection.

(f) The Superintendent agrees to provide reasonable assistance to and cooperate with the Agency, its Trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the Agency.

(g) No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the Agency.

#### IV. ANNUAL PERFORMANCE EVALUATION

**4.1 Development of Goals.** The Superintendent shall, by September 1st of the first year of this Contract, submit for the Board's consideration and adoption a preliminary list of goals for the Agency. Thereafter the Superintendent shall submit a preliminary list of goals for the Agency prior to June 1<sup>st</sup> of each contract year. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed.

**4.2 Review of the Performance.** The Board shall evaluate and assess the performance of the Superintendent in writing at a mutually agreed upon time, not later than March 1st of each year of this Contract. The meetings at which the Board evaluates the Superintendent will be held in a closed meeting unless the Superintendent requests that it should be held in an open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description and the annual goals for the Agency.

**4.3 Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law and with the input of the Superintendent. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.



V.  
**TERMINATION OF EMPLOYMENT CONTRACT**

**5.1 Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

**5.2 Dismissal for Cause.** The Board may dismiss the Superintendent during the term of this Contract for cause as that term is applied under Michigan law. Said termination will relieve the Agency of any obligations to make further payments to the Superintendent pursuant to the terms of this Contract. The term "cause" is defined as follows:

- (a). Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;
- (b). Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;
- (c). Insubordination or failure to comply with lawful written Board directives or published policies;
- (d). Failure to comply with the Board's policies or the Agency's administrative regulations;
- (e). Neglect of duties;
- (f). Convicted of driving while intoxicated;
- (g). Illegal use of drugs, hallucinogens, or other substances regulated by the Michigan law;
- (h). Conviction of a felony or crime involving moral turpitude;
- (i). Failure to meet the Agency's standards of professional conduct;
- (j). Immorality, which is conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the Agency. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;
- (k). Assault on an employee or student;
- (l). Knowingly falsifying records or documents related to the Agency's activities;
- (m). Conscious misrepresentation of material facts to the Board or other Agency officials in the conduct of the Agency's business;

- (n). Failure to fulfill requirements for superintendent certification;
- (o). Any other reason constituting "cause" under Michigan law.

**5.3 Termination Procedure for Cause.** In the event that the Board proposes to terminate this contract for cause, the Superintendent shall be afforded the rights as set forth:

The Board may terminate this contract for just cause, upon ten (10) days written notice to the Superintendent, which states the reason or cause for termination of this contract. "Just cause", for the purpose of this contract, shall include but is not limited to: misconduct; violation of Agency rules, regulations, policies or procedures; conviction of a crime involving acts of moral turpitude; dishonesty, theft, unethical, or unlawful conduct or conduct which, in the Board's judgment, impairs the reputation of the Service Agency; violation of any law committed in the Superintendent's employment capacity; the Superintendent's failure to render and perform services and duties in accordance with the terms and conditions of this contract to the reasonable satisfaction of the Board; and/or reduction in the Agency's workforce occasioned by economic necessity or other legitimate business cause or reason.

After being notified by the Agency of the cause(s) for termination, the Superintendent shall have the right to respond to the stated reason(s), verbally or in writing, by requesting an open or closed meeting with the Board within ten (10) days of receipt of the Agency's notice to the Superintendent. The Superintendent may be allowed legal counsel at the meeting, at his own expense. Following the Superintendent's meeting with the Board, the Board shall notify the Superintendent of its decision within ten (10) days. In the event employment is terminated for cause, all compensation including salary and all other fringe benefits shall cease upon the effective date of such termination.

**5.4 Termination Without Cause.** The Board may terminate this contract without cause at any time, upon giving the Superintendent sixty (60) days notice and provided that the Board shall continue to compensate and provide fringe benefits to the Superintendent for the duration of the current contract term or extension. In such instances however, compensation and fringe benefits will be reduced by any wages and fringe benefits earned by the Superintendent from other employment during the remainder of the term or extension of this contract, The Superintendent must notify the Agency of such other employment within reasonable time of its attainment, and the Superintendent's failure to do so shall result in the Superintendent's forfeiture of all remaining amounts due, as well as liability for amounts received from the Superintendent's termination date.

**5.5 Termination by Superintendent.** The Superintendent may terminate this contract by giving the Board at least sixty (60) days written notice of voluntary termination. Such notice shall be made to the President of the Board. Failure by the Superintendent to provide such prior notice shall cause him to forfeit all compensation and benefits to which the Superintendent would otherwise be entitled to payment at the time the Agreement is voluntarily terminated, and shall make him liable for the Board's actual damages caused by the early termination. Upon the Board's receipt of the Superintendent's notice of voluntary

termination, the Board may, in its sole discretion, immediately effect the Superintendent's voluntary termination, provided that in such event the Board shall pay the Superintendent his annual salary and benefits for the duration of the sixty (60) day notice period. Voluntary termination of this contract by the Superintendent shall terminate the parties' rights and obligation, including the Board's right to renew or extend the term of this contract.

**5.6 Dispute Resolution.** The parties agree that any and all disputes, controversies or claims arising out of, in connection with, or relating to this contract, including claims of breach or alleged breach of this contract, violations of state or federal statute(s) or regulation(s), or commission of any tort shall first be submitted for resolution through mediation.

Should the parties fail to resolve any disputes through mediation, then any and all disputes, controversies or claims arising out of, in connection with, or relating to this contract, including claims of breach or alleged breach of this contract, violations of state or federal statute(s) or regulation(s), or commission of any tort shall, upon the written request of either party, be submitted to and settled exclusively by binding arbitration according to the laws for such in the state of Michigan, as well as applicable Michigan Court Rules.

The Agency and the Superintendent agree to arbitrate such matter(s) in a joint proceeding and according to the rules established by the American Arbitration Association. Notice of a demand for arbitration shall be given in writing to the other party to this contract, within ninety (90) days after the claim, dispute or other matters in question arose, or where the party asserting the claim, dispute or other matter in question should reasonably have been aware of same, but in no event later than the applicable Michigan statute of limitations.

The parties shall mutually select an arbitrator, or shall agree to accept one selected by the American Arbitration Association. The arbitration shall have no power to add to, subtract from or alter the terms of this contract, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

Arbitration expenses shall be borne equally by both parties, except that each party shall pay for their own experts, evidence and counsel fees. Any arbitral award regarding compensation due to the Superintendent shall be limited to the period equal to the balance of the contract term less the amount of any compensation from subsequent employment received during that same time. Any arbitration award shall be final and binding upon the parties, and a judgment entered thereon may be entered in the highest court with jurisdiction over the matter.



VI.  
MISCELLANEOUS

**6.1 Controlling Law.** This Contract shall be governed by the laws of the state of Michigan, and it shall be performable in Wayne County, Michigan, unless otherwise provided by law.

**6.2 Complete Agreement.** This contract embodies the entire agreement between the parties except as expressly provided herein, it cannot be varied except by written agreement of the parties.

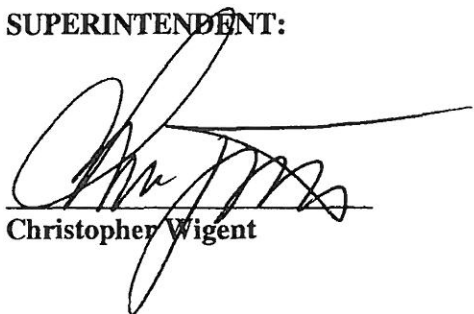
**6.3 Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

**6.4 Savings Clause.** In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

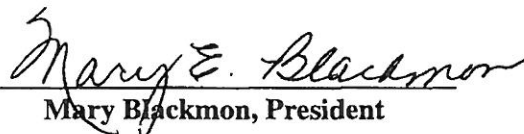
**6.5 Notice.** Any notice required or permitted to be given pursuant to this contract shall be sufficient if it is made in writing and sent by certified mail, return receipt requested, to the Superintendent at his last known place of residence, or to the Board, to the attention of the Board President at its administrative offices, or to such address as the Board or the Agency shall provide.

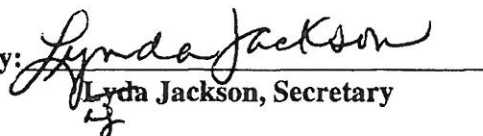
In witness whereof, the parties have executed this contract and set their hands and seals this 18<sup>th</sup> day of April 2012.

**SUPERINTENDENT:**

  
Christopher Wigent

**BOARD OF EDUCATION  
WAYNE COUNTY REGIONAL  
EDUCATIONAL SERVICE AGENCY**

By:   
Mary Blackmon, President

By:   
Lynda Jackson, Secretary