

WAYNE-WESTLAND COMMUNITY SCHOOLS
SUPERINTENDENT CONTRACT

THIS CONTRACT is made and entered into on May 22, 2020, by and between the Wayne-Westland Community Schools, a Michigan general powers school district (“School District”), and Mr. John Dignan (“Superintendent”). The effective date of this Contract is July 1, 2020.

IT IS AGREED:

1. **Term.** The School District hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for three (3) consecutive school fiscal years commencing July 1, 2020 and ending on June 30, 2023. Consistent with Paragraph 10 herein, this Contract may be extended for a period of one year in the absence of Board notification issued pursuant to MCL 380.1229.
2. **Tenure.** It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in the capacity of Superintendent or in any other administrative capacity by virtue of this Contract.
3. **Qualifications and Continuing Education for Credentialing.** It is understood and agreed that the Superintendent is employed in the capacity of a superintendent, as defined in the Michigan Revised School Code. The Superintendent represents and warrants that he meets, and shall continue to meet, the minimum qualifications and certifications required by law to serve as Superintendent.

The School District shall pay any and all fees related to maintenance of any necessary state certifications required for the Superintendent to remain eligible for employment as the Superintendent. The Board will reimburse the Superintendent for all courses and related materials necessary to satisfy continuing education requirements established by Michigan law and regulations, provided the Superintendent completes the courses as determined by the Board.

4. **Duties.** The Superintendent is engaged to perform the duties and responsibilities of superintendent of schools as prescribed by the Board of Education pursuant to the Revised School Code, as may be modified from time to time by the Board, and the Superintendent agrees to perform faithfully the duties and responsibilities assigned by the Board. The Superintendent shall comply with and fulfill all duties and responsibilities required by state and federal law and regulations, and carry out the educational programs and policies of the School District for which he is responsible during the term of this Contract. The Superintendent will not withhold from the Board, and will promptly report to the Board, facts or information which affect or are relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints, and suggestions called to its or their attention to the Superintendent for study and recommendation.
5. **Salary and Compensation.** The Superintendent shall be paid an annual base salary of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), in consideration of his performance of the duties and responsibilities of the position of Superintendent, for the

2020-2021 fiscal year (July 1, 2020 through June 30, 2021). The annual salary shall be paid in equal installments over the school year. The Superintendent's salary for subsequent fiscal years shall be determined by the Board, but, except in the event of a universal administrative wage reduction, the Superintendent's salary shall not be less than his salary for the previous fiscal year. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment or contract revision and, when executed by the Board, shall become a part of this Contract.

- A. The Superintendent's job performance and accomplishments shall, pursuant to MCL 380.1250, be a significant factor in determining his compensation and additional compensation. The Superintendent shall be eligible for merit compensation based upon the rating in the annual performance evaluation as follows: \$6,000 will be paid if rated Highly Effective, \$3,000 will be paid if rated Effective, and no stipend shall be paid if rated Minimally Effective or Ineffective. The payment shall occur in the pay period after the annual evaluation is completed.
 - B. The School District will pay the Superintendent \$5,000 annually if he holds a Ph.D., Ed.D., J.D., or L.L.D. from an accredited college or university. This payment shall be made in two equal payments, by the end of December and June of the fiscal year. If the Superintendent receives such designation in the middle of a contract year, such payment will be prorated for that year.
 - C. During each fiscal year this Contract is in effect, the School District shall deposit an amount equal to five percent (5%) of the Superintendent's base salary into a non-elective 403(b) selected by the Superintendent and approved by the Board, and shall pay all related costs and fees. This deposit shall be made in two equal payments, with one payment made in December and one payment made in June.
6. **Fringe and Other Benefits.** The School District will provide the Superintendent with the following fringe and other benefits:
- A. Subject to any rules and regulations of the relevant insurance plans provided to the School District and any employee contribution required by statute, the School District shall provide the same hospitalization, dental, vision, and long-term disability benefits the School District provides to members of the Wayne-Westland Central Office Administrators Association ("WWCOAA"). The District will also pay the premium for a term life insurance policy on the Superintendent's life with a death benefit of Two Hundred Fifty Thousand Dollars (\$250,000.00). The School District, by payment of the premiums required to provide the insurance benefits described in this subparagraph, will be relieved from all liabilities with respect to the benefits provided. The failure of an insurance company to provide a benefit or benefits, for any reason, will not result in any liability to the District and will not be considered a breach by the School District of this Contract or any other agreement.

- B. One day of sick leave shall be provided for each month the Superintendent is actively employed under this Contract. Sick days earned but unused under this Contract or prior agreements will accumulate from month to month and school year to school year to a maximum of 200 days.
- C. Three (3) personal business days per year. Earned but unused personal business days will be added to the Superintendent's personal sick bank.
- D. Annually, the Superintendent is granted twelve (12) paid holidays for which no services to the School District are required: the Fourth of July, Labor Day, Thanksgiving Day and the following day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Good Friday, Easter Monday, and Memorial Day.
- E. The Superintendent shall be granted vacation time of 25 days per fiscal year exclusive of holidays. Up to ten unused vacation days may be carried over into the next fiscal year to be used by October 31 of that year. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12th of the allotment of vacation days per month. In the event the Superintendent resigns or the Contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated.
- F. The School District shall provide the Superintendent an automobile allowance of \$500.00 per month which will cover all expenses of miles driven in the performance of official duties, including travel to attend out-of-District conferences and meetings. The Superintendent is responsible for insurance coverage of his own vehicle and providing the School District a certificate of insurance. Providing this automobile allowance means the Superintendent cannot use a school vehicle or receive mileage reimbursement.
- G. If the Superintendent is absent from work because of an injury or disease payable under the Michigan Workers' Disability Compensation Act, the School District shall treat him consistently with the process provided in the Wayne-Westland Building Administrator's Association ("WWBAA") and the WWCOAA collective bargaining agreements.
- H. If the Superintendent is absent from work and unable to perform the duties of his office because of mental or physical incapacity that is not payable under the Michigan Workers' Disability Compensation Act, then, in the event he has exhausted all available sick leave, he shall be granted, for purpose of recovery, an additional paid leave not to exceed 60 days during the term of the Contract.

The Superintendent shall furnish medical certification to the Board regarding the necessity for leave, and medical certification shall be provided by the Superintendent as a condition of any leave. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion at Board expense. After taking such disability leave, or an ensuing, unpaid leave of absence because of an inability to perform his duties, the Superintendent shall provide the Board with a certification that he is fit for duty from the Superintendent's health care provider.

A second opinion may be required by the Board, at its expense, unless such a second opinion is precluded by the Family and Medical Leave Act.

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if the disability continues for more than 60 work days during any school year, the Board may, in its discretion, take a proportional deduction from the salary provided for in this Contract. If the illness, accident, or other cause renders performance of the Superintendent's duties impossible, the Board may, in its discretion, terminate this Contract and all of the duties, rights, and obligations of both parties shall end.

- I. To the extent that the Superintendent is provided with certain technology equipment to assist with his performance of duties on behalf of the School District, including a cell phone, laptop, and/or iPad, the School District determines that the use life of such devices is to be a period of two years. Accordingly, the Superintendent may retain any and all devices provided to him which are beyond their use life at such time as the Superintendent's employment with the School District ends.

7. **Professional Development and Dues.** Annually, the School District shall pay for the membership dues for two professional organizations or associations of the Superintendent's choice. Expenses incurred attending conferences may be approved by the Board upon request by the Superintendent. The Superintendent will be reimbursed such expenses upon presentation to the Board President of an itemized and detailed accounting of such expenditures and receipts relating thereto on the form required by the School District and in conformity with applicable laws and regulations of the Internal Revenue Service.
8. **Evaluation.** The Board shall, no later than December 30 of each year, review and evaluate the Superintendent's progress toward established goals and working relationships with the Board, the staff, and the community. Such evaluation shall be consistent and in compliance with MCL 380.1249, MCL 380.1250, and any other applicable statutes or regulations. The evaluation instrument shall utilize multiple rating categories that account for data on student growth as a significant factor, and that is mutually agreeable, provided the Board shall establish the evaluation instrument and criteria in the absence of agreement.
9. **Outside Employment.** The Superintendent shall devote his full attention, time, and energy to the performance of his duties and will not engage in other paid employment during the term of this Contract, except during vacations, without the written consent of the Board President. This provision shall not be construed to prevent the Superintendent from accepting speaking engagements, honoraria, or other short-term contractual opportunities that do not materially interfere with his duties to the School District, with prior notice to and approval from the Board President.
10. **Non-Renewal of Contract.** The Superintendent acknowledges that he has no expectation of employment by the School District beyond the end date of this Contract. The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board, as provided by law and/or this Contract. Consistent with MCL 380.1229, the Board shall provide notice to the Superintendent prior to the conclusion of this Contract if

it desires to non-renew the employment of the Superintendent. If notice is not provided in a manner consistent with MCL 380.1229, this Contract will renew for a period of one (1) year.

11. **Resignation or Retirement.** The Superintendent shall provide 90 days' written notice to the Board for retirement or resignation from this position.
12. **Termination by District.** 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 cause, including but not limited to: acts of moral turpitude, misconduct, conviction of a felony, conviction of a misdemeanor involving sexual misconduct or child abuse, conviction of an offense involving impairment or illegal possession related to drugs or alcohol, or if the Superintendent violates any of the substantive terms or covenants of this Contract.

In such event, the Superintendent shall be advised, in advance, of the Board's intention to consider effecting such a midterm termination and provided an opportunity for a meeting before the Board, or a committee thereof as determined by the Board, in regard to the prospect of such termination, which meeting may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board's disposition in regard to such termination following such meeting, he shall have the right, exclusive of any other rights or remedies available to him at common law or by statute, to request arbitration.

Upon termination, the School District shall have no further obligation to the Superintendent under this Contract and all salary and compensation, fringe benefits, and pension contributions shall cease. The "just cause" standard in this Contract shall be construed to be the same standard as required under Michigan applicable law (i.e., if an applicable statute provides that the standard for involuntary termination should be "arbitrary and capricious," then that standard shall apply).

13. **Arbitration.** The Superintendent and the School District agree that any and all claims arising from, or relating to, the Superintendent's employment with the School District or this Contract, including those sounding in civil rights and employment discrimination, will be subject to final and binding arbitration according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The parties acknowledge that this agreement to arbitrate is authorized by the Michigan Arbitration Act, MCL 600.5001 *et seq.* and constitutes a clear knowing waiver of the right to adjudicate in any other forum. The Superintendent and the School District also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. 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, or other Association office having jurisdiction, for appointment of an arbitrator and processing under its applicable rules.
14. **Limitation of Actions.** The Superintendent and the School District agree that any civil action or demand for arbitration must be filed no later than 180 calendar days from the date

on which the claim or cause of action upon which the civil action or demand for arbitration is based accrued, or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner. The School District and the Superintendent waive any longer limitations period.

- 15. Indemnification.** To the fullest extent permitted by law, the School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgment, liabilities, attorneys' fees, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent. The Superintendent shall give the Board notice of any possible claim or action against him. The Board shall have the right to appoint the attorney to conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to cooperate fully in the defense of any claim or action, then this Paragraph shall become null and void. This Paragraph shall survive the expiration of this Contract. This Paragraph shall not apply where the Superintendent is an adverse party to the School District in a lawsuit or quasi-judicial proceeding involving the Superintendent's termination or any other provision of this Contract.
- 16. Waiver.** The Board's decision to waive any breach of this Contract by the Superintendent shall not operate or be construed as a waiver of any subsequent breach. No waiver will be valid unless such waiver is in writing and approved by the Board.
- 17. Severability.** If any provision of this Contract is or becomes legally invalid, that provision will be unenforceable and the other provisions of this Contract shall remain in effect.
- 18. Entire Agreement.** This Contract contains all of the terms agreed by the parties with respect to the subject matter of this Contract and supersedes all administrative salary schedules, prior contracts, arrangements, and communications between or pertaining to the parties concerning such subject matter, whether oral or written.

SUPERINTENDENT

BOARD OF EDUCATION

John Dignan

John Dignan (May 20, 2020 09:03 EDT)

Mr. John Dignan, Superintendent

Mr. David Cox, Board President

5-20-2020

Date

Date