

## **SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

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THIS CONTRACT, is made and entered into in River Rouge, Michigan, on this 28<sup>th</sup> day of June, 2012, by and between the School District of the City of River Rouge, a Michigan general powers school district (hereinafter the "School District") and Derrick Coleman, (hereinafter the "Superintendent"). The effective date of this Contract is May 28, 2012.

### **IT IS AGREED:**

1. **Employment** – The School District hereby employs Superintendent and Superintendent agrees to work for the School District commencing on May 28, 2012 and extending through June 30, 2015. 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 of Education for the School District 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 of Education of the School District from time-to-time and to carry out its programs and policies during the entire term of this Contract.

The Superintendent will be directly responsible to the Board of Education for District-wide Curriculum and Michigan Educational Assessment Program (MEAP) Testing, doing everything that is reasonably necessary to achieve the goal of all District schools meeting Annual Yearly Progress (AYP) in accordance with applicable State of Michigan Department of Education rules, recommendations and policies. The Superintendent shall also assume responsibility for District-wide School Improvement and Technology Improvement and aligning Technology for Curriculum.

3. **Salary – May 28, 2012 through June 30, 2013.** Superintendent's salary for the period from May 28, 2012 through June 30, 2013 shall be Twelve Thousand Nineteen Dollars and 25/100 Dollars (\$12,019.25), based on a twelve month salary level of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00).

**July 1, 2013 through June 30, 2014.** The Superintendent's base salary for the 2013-2014 school year shall be One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00). Provided, however, if the School District's student enrollment as of the 2013 supplemental count day (typically determined during the month of February) increases by fifty (50) or more students over the 2012 supplemental count day figure, the Superintendent's salary for the period from July 1, 2013 through June 30, 2014 shall be One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00).

In the event that the School District's student enrollment as of the 2013 supplemental count day increases by one hundred (100) or more students over the 2012 supplemental count day figure, the Superintendent's salary will be further adjusted as follows:

Increase in Student Enrollment as of 2013 Supplemental Count Day	Salary Adjustment (Non-Cumulative)
100	\$1,500.00
150	\$2,000.00
200	\$2,500.00
250	\$3,000.00
300	\$3,500.00
350	\$4,000.00
400	\$4,500.00
450	\$5,000.00
500	\$5,500.00

**July 1, 2014 through June 30, 2015.** For the period from July 1, 2014 through June 30, 2015, the Superintendent's salary shall be the same as the salary for the July 1, 2013 through June 30, 2014 period, but subject to possible adjustment as follows:

In the event that the School District's student enrollment as of the 2014 supplemental count day increases by fifty (50) or more students over the 2013 supplemental count day figure, the Superintendent's salary will be further adjusted as follows:

Increase in Student Enrollment as of 2014 Supplemental Count Day	Salary Adjustment (Non-Cumulative)
50	\$1,500.00
100	\$2,000.00
150	\$2,500.00
200	\$3,000.00
250	\$3,500.00
300	\$4,000.00
350	\$4,500.00
400	\$5,000.00
450	\$5,500.00

In the event that the School District's student enrollment as of the 2014 supplemental count day decreases by fifty (50) or more students over the 2013 supplemental count day figure, the Superintendent's salary for the period from July 1, 2014 through June 30, 2015 shall be decreased by following the same process described above, but in reverse order. However, regardless of the level of student enrollment, the Superintendent's salary during any school year of this Contract (July 1 – June 30) shall not be less than One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00).

4. **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 be expected to attend meetings of the Board of Education and committees and to attend 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.

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

6. **Evaluation** – The Board of Education shall, no later than March 15, annually review and evaluate Superintendent's progress toward established goals and working relationships with the Board, the staff and the community.

7. **Certificate** – Superintendent represents that he has and will continuously maintain the educational certification(s) and qualifications required by the Michigan Revised School Code, including, but not limited to, the certification currently required by Section 1246 of the Code (MCL 380.1246) or any successor statute, and shall maintain a teacher's certificate in good standing with the Michigan Department of Education throughout the life of this Contract.

8. **Conflict of Interest** – Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by law. Superintendent will 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 of Education for its review and disposition, which disposition shall be controlling and complied with by Superintendent.

9. **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 of Education gives its prior consent to such activities.

10. **Expenses** – Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local and state levels. Subject to approval in advance of such activity or conference by the President of the Board of Education, Superintendent shall be reimbursed, consistent with Board policy and subject to the exception of automobile and related expenses as separately reimbursed pursuant to Paragraph 16 herein, for the reasonable costs of travel and lodging in connection with such attendances and participations. 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.

11. **Membership Dues** – Subject to the Board of Education's prior approval, the School District shall pay the cost of Superintendent's membership in educational, professional and local civic organizations.

12. **Medical Examination** – At least once a year during the term of this Contract, Superintendent shall have a medical examination, the costs for which shall be paid by the School District. A copy of the evaluation from the examination or a certificate of the physician certifying the fitness of Superintendent shall be provided to the President of the Board of Education as soon as it is available following the examination. The Board of Education reserves the right to direct Superintendent to an examining physician for a medical evaluation if, in its judgment, there are circumstances which warrant a verification of either the physical or mental/psychological competence of Superintendent. The evaluations from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees, but shall otherwise be maintained in confidence.

13. **Board Meetings** – Among his other duties, Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, 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 of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. Likewise, if it becomes determinable within the one hundred eighty (180) calendar days that such disability is permanent, irreparable or of such nature as to make the continued performance of Superintendent's duties improbable, the Board, at its option, may forthwith 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 may be required and/or permitted by law. In addition, the School District shall reimburse Superintendent for the amount of the annual contribution which Superintendent shall be required to make in order to participate in the Member Investment Plan of the Michigan Public School Employees Retirement System ("MPERS"). Superintendent acknowledges that such reimbursement amount represents, under current law, a taxable payment to him for purposes of the Internal Revenue Code.

16. **Automobile and Related Expenses** – Superintendent shall be required to own or lease and operate an automobile for the purposes attendant to his duties under this Contract. Superintendent shall be reimbursed annually for travel mileage on School District business at the mileage rate that is annually determined by the Board of Education to be effective as of July 1<sup>st</sup>

of each year of this Contract. Superintendent shall 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 income tax reporting purposes.

17. **Vacation** – Superintendent shall receive twenty (20) days of vacation annually, to be scheduled in agreement with the President of the Board of Education. Vacation days shall not be carried over to a subsequent year of the Contract and will not be paid either at the end of a year or at termination of the Contract. Unused days shall be considered lost.

18. **Insurance** – The School District shall provide Superintendent with the insurance benefits reflected in the attached Exhibit A.

19. **Attorney Representation** – The School District expects Superintendent to act in concert with and in support of attorneys representing the School District in protecting its interest throughout his employment term. However, in the event that Superintendent perceives a need to engage the services of an attorney for his personal interests during the term of employment, he shall not engage the services of attorneys who serve as attorneys for the School District.

20. **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.

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 acts of moral turpitude, misconduct or if Superintendent violates any of the substantive terms or covenants of this Contract. In such event, Superintendent shall be advised, in advance, of the Board of Education'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 of Education'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 of Education acted arbitrarily and capriciously 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 or an arbitrator and processing under their Voluntary Labor Arbitration Rules.

At the end of Superintendent's service with the School District of the City of River Rouge, the Superintendent shall return and/or turn in any and all papers, notes, books, computers, I pads and any other items in his possession or control that belong to the School

District. He shall also recover and return to the School District any such items that he has given or assigned to others.

Employee agrees to provide the District with a minimum of thirty (30) days written notice prior to terminating the contract. If appropriate notice as defined above is provided, and Employee is terminating employment, Employee will be entitled to receive payout of accrued, unused vacation days up to a maximum of twenty-five (25) days and payout of all accrued, unused sick days up to a maximum of seventy (70) days. If required notice is not provided, employee forfeits any payouts of accrued and unused sick time and vacation days.

**22. Nonrenewal of Contract** – As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2015. 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 of Education for the School District.

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

Dated: 6/28/2012

By: Derrick R. Coleman  
Derrick Coleman  
Superintendent

**SCHOOL DISTRICT OF THE  
CITY OF RIVER ROUGE**

Dated: 6/28/2012

By: Valveta Reese  
Valveta Reese, President  
Board of Education

SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE

EXHIBIT A – FRINGE BENEFITS

SUPERINTENDENT OF SCHOOLS

DERRICK COLEMAN

**HEALTH CARE:**

The Superintendent may choose full family coverage (except Sponsored Dependents) from either Blue Cross Blue Shield of Michigan or Health Alliance Plan of Michigan. The annual premium will be paid by the School District.

If Superintendent does not elect health insurance coverage, the Board of Education will pay to the Superintendent the sum of \$2,400.00 during each year of the Contract, together with a MESSA fixed option insurance program, which includes:

- A: Delta Dental Plan 80/80/80
- B: Dependent Life Insurance: Spouse = \$25,000.00  
Children = \$12,500.00

**LIFE INSURANCE:**

A \$100,000.00 life insurance policy will be provided to the Superintendent at no cost with an option for him to purchase, at his expense, an additional \$37,500.00 in coverage. *Upon retirement, a \$50,000.00 board paid policy will be provided.*

**LONG TERM DISABILITY:**

90 day wait, Modified Fill Program, MESSA Carrier, 60% of pay up to \$6,000.00 monthly.

**DENTAL:**

Delta Dental:	Class I Benefits	60%
	Class II Benefits	60%
	Class III Benefits	75%

Maximum contract benefits - \$1,000.00 per person per contract year for Class I & Class II benefits. Class III benefits shall not exceed a lifetime maximum of \$750.00 per person.

**VISION:**

The Superintendent will be provided with MESSA VSP.3 Vision Plan.

**CAFETERIA PLAN:**

The Superintendent shall have the option of irrevocable payroll deductions, at his sole expense, for the purchase of Universal Buy-In time contingent on the implementation by MPSERS.

**SICK LEAVE:**

The Superintendent shall be allotted 20 sick leave days during each year of this Contract. The Superintendent may accumulate up to 235 sick leave days. Upon retirement or other termination of employment with the School District the Superintendent will be paid for up to 100 accumulated days, paid at a rate of \$100 per day.

**PERSONAL DAYS:**

Superintendent shall be entitled to five (5) personal days during each year of the Contract. Personal days shall not be carried over to a subsequent year of the Contract and will not be paid either at the end of a year or upon termination of the Contract. Unused days shall be considered lost.



# SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE

## Master File Record Change Form

New Hire

Change

Termination

Board approved 4/30/12  
Date

Administrative approved \_\_\_\_\_  
Date

Employee's Name: Derrick Coleman

Address: 21760 Eastland Ct. Eastpointe MI 48021 313/980-3543  
Street City State Zip Phone

Position: Superintendent Building: District Grade/Subject: -

FT  PT  AP  TSS

Beginning Step/Salary/Rate of Pay: \$12,019.<sup>35</sup>

Effective Date: 5/28/12

Reason: New Hire - Superintendent

Benefits:

*prorated*

Sick Days 20  
 Personal Days 5  
 Vacation Days 20

Health Insurance  
 Dental Insurance  
 Vision Insurance

LTD  
 Life Insurance

User Access Form

Signed Employee Contract

Kiri Buckner  
Initiator

Date Received  
6-6-12

Date Forwarded  
6-6-12

Grant Administrator

Wendy Reed  
Director of Human Resources

6-6-12

6-6-12

Derrick R. Coleman  
Superintendent of Schools

James Mull  
Director of Finance

6-11-12

6-11-12

Account Code# 11-232-1110-008-000-0000

B. Price  
Payroll Department / Accounts Payable (if applicable)

6-11-12

**UPON COMPLETION RETURN TO HUMAN RESOURCES**