

Superintendent's Employment Contract
Between
Dedrick D. Martin
and the Board of Education
of the **Ypsilanti Public School District**

THIS CONTRACT is entered into on the 13th day of December, 2010, between the Board of Education of the Ypsilanti Public School District, referred to as the "Board of Education," and Dedrick D. Martin as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 24th day of August, 2009, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 13th day of December, 2010, and continue in force through the 30th day of June, 2014, subject to extension and termination as provided in Paragraphs 5 and 11.
2. **DUTIES.** The Administrator will competently and faithfully perform his or her duties, as required by law, and any additional duties or tasks as may be lawfully assigned by the District's Board of Education. The Administrator will serve as the District's Chief Executive Officer. As such, the Administrator is granted the authority to organize and re-organize the District's personnel and financial functions, subject only to the law, the District's legal obligations and the directives of the District's Board of Education. The Administrator shall attend, and shall be permitted to attend, all meetings of the Board of Education, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Administrator's Contract, or the Administrator's evaluation, or deliberations by the Board of Education on due process hearings, or for purposes of resolving conflicts between individual Board members. The Administrator will obey, comply with and fulfill all Board policies and administrative regulations and all of the decisions and lawful directives of the District's Board of Education. The Board has primary responsibility for formulating and adopting District policies. The Superintendent is the chief executive officer of the District and has the primary responsibility for execution of Board policy. All duties assigned to the Administrator shall be appropriate to and consistent with the professional role and responsibility of the Administrator.
3. **EMPLOYMENT UNRELATED TO DISTRICT BUSINESS.** The administrator shall not engage in employment that conflicts or interferes with his professional responsibilities to the District without Board approval.
4. **EVALUATION.** In accordance with Board of Education Policy, the Administrator's performance shall be evaluated by the Board at least annually. The Board of Education's evaluation and assessment of the Administrator shall be reasonably related to the duties of the Administrator. If requested by the administrator the evaluation of the Administrator shall be conducted in executive session and shall be considered

confidential to the extent permitted by law. Nothing herein shall prohibit the Board of Education or the Administrator from sharing the content of the Administrator's evaluation with their respective legal counsel. The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board of Education in accordance with this paragraph, the Board's policies, and state and federal law. Pursuant to the current evaluation format, an overall score of "3" shall be determined to be a "satisfactory" evaluation. In the event the Board of Education deems that the evaluation instrument, format and/or procedure is to be modified by the Board of Education and such modifications would require new or different performance expectations, the Administrator shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. The Board of Education shall establish in cooperation with the Superintendent an evaluation process not later than October 15 of each year, and a timeline for the evaluation that will include a mid year assessment and an end of year summary, as well as goals upon which the evaluation will be based. The Administrator shall remind the Board of Education of this responsibility in a timely manner. The fact the District's Board of Education does not evaluate the Administrator will not be deemed, or construed, as evidence of satisfactory or unsatisfactory performance by the Administrator.

5. EXTENSION. This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - A. *Board Option.* The Board shall review this contract with the Administrator annually, and shall on or before June 15 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Administrator of its action by June 30. If no action is taken by the Board, or if the overall evaluation score is "satisfactory," the contract shall be deemed to have been renewed for an additional year. If the contract reaches the final year because it has not been extended, the Board shall conduct a performance evaluation process by March 31, and non-renewal shall be completed in compliance with Section 1229a(3) of Michigan's Revised School Code. MCL 380.1229a(3). All other terms and conditions of this contract shall remain unchanged.
 - B. *Operation of Law.* Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation no later than the 1st day of February of each succeeding year.
6. TENURE EXCLUSION. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
7. COMPENSATION. The Board of Education shall pay to the Administrator an annual salary of \$140,000 dollars per year, prorated for the 2009 to 2010 year, and not less than \$140,000 dollars for the schools years 2010 to 2011 and 2011 to 2012. The salary shall be paid in equal installments. The Board of Education retains the right to adjust the salary

during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. Beginning with the 2010-2011 school year, Administrator shall receive a \$250.00 bonus for an overall "satisfactory" performance evaluation, and shall receive an additional 2% annuity per year for improvement in high school performance in the core areas of writing, math, and reading if 10% OR more growth, and science and social studies if 5% or more growth (entire school year) is achieved, as measured by MME. To qualify, no core area may experience a decrease in performance.

8. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff directly employed by the district on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

The District will pay the premiums for a term life insurance policy on the Administrator's life with a death benefit of 2 times the annual salary. The District, by payment of these premiums, will be relieved from all liability for the benefits provided and, in particular, the insurance company's failure to provide benefits will not be considered a breach of this Agreement by the District.

9. **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:

a. Sick Days/Personal Days/Bereavement Days/Holidays: The District will provide the Administrator with fully compensated leave days for sickness/accident of a temporary nature not to exceed 10 days per year; time for Bereavement not to exceed 3 days per year; time for personal business not to exceed 4 days per year and holidays as determined by the Board of Education for central office operation which will normally include: Independence Day, The first Monday in September, The fourth Thursday and Friday of November, December 25, January 1 and the last Monday in May. Unused Sick days may be carried over up to a maximum accumulation of ninety (90) days.

b. Vacation: The District will provide the administrator with fully compensated vacation days: for 2009-10, 12 (twelve) days, for 2010-11, 15 (fifteen) days, for 2011-12, 20 (twenty days). No more than 5 (five) vacation days each year may be carried over into the next fiscal year.

c. MIP contributions: The District will directly pay the Administrator's required contribution to the Member Investment Plan (MIP) of the Michigan Public School Employees Retirement System (MPSERS).

d. Automobile: The District will provide the Administrator a monthly car allowance of \$300 per month in recognition of his or her need to frequently travel on District business.

e. Communications Equipment: The District will provide for the Administrator a cellular communication device allowance of \$75 per month. Also the District will provide a laptop computer with wireless capability suitable for conducting District business from his home and other remote locations.

f. Educational Benefits: The District will pay the Administrator a degree stipend in the amount of \$2,500 at the completion of each full school year of active service under this Agreement if he or she holds a doctorate degree from an accredited college or university.

g. Professional Dues: The District will reimburse the Administrator for dues and expenses reasonably incurred in connection with his or her membership in professional organizations up to a maximum of \$1,500 annually. The District will also reimburse the Administrator for expenses reasonably incurred attending conferences for which the Administrator has received approval from the President of the District's Board of Education.

h. Annuities: The District will deposit, on the Administrator's behalf, \$1,500 into a non-elective 403(b) Plan selected by the Superintendent at the completion of each school year of active service under this Agreement.

i. Business Related Expenses: The District will reimburse the Administrator for reasonable expenses incurred on District business. The administrator will keep and submit all receipts of such expenses.

j. Merit Pay: The District and the Administrator will annually mutually establish measurable annual goals and will mutually agree on a level of merit pay for achievement of those goals.

10. SPECIAL PROVISIONS. The Administrator shall complete an executive physical examination, per board policy, during the first year of his employment and may elect to complete an executive physical examination at his or her option and at District expense every other year thereafter. Such examination shall be by a physician of the administrator's choice and a summary of the findings shall be given to the President of the District's Board of Education and maintained as a confidential medical record to the extent permitted by law.
11. TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract or state law, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation. In the event that the Board of Education terminates this Contract for "cause," the Administrator shall be afforded all the rights as set forth in the Board's policies and state and federal law including, without limitation, notice of the basis for termination and an opportunity for a hearing before the Board of Education.
12. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
13. DISPUTE RESOLUTION. The Administrator and the District agree that any and all disputes or claims arising from or relating to the Administrator's employment, the termination of the Administrator's employment during the term of this contract, or this Agreement, including its negotiation and execution, will be submitted to final and

binding arbitration in Washtenaw County, Michigan, according to the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The Administrator or the District may move for entry of judgment on the arbitrator's award in any court of competent jurisdiction. The Administrator and the District acknowledge and agree that this paragraph precludes them from filing a civil action concerning the disputes covered by this paragraph and, therefore, waive their right to trial by jury concerning any such disputes.

14. **LIABILITY INSURANCE.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000 and the scope of the coverage shall be agreeable to Administrator.

The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees to indemnify Administrator and hold him harmless for all matters reasonably related to actions taken or decisions made in the performance of a governmental function while acting within the scope of his authority to the extent authorized by law, as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.


We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:



President



Secretary



Langkos, Trisha <tlangkos@ypsd.org>

Fwd: Voluntary Give Back

1 message

Allen, Karen <kallen8@ypsd.org>
To: Trisha Langkos <tlangkos@ypsd.org>

Mon, Jul 23, 2012 at 8:18 AM

----- Forwarded message -----

From: **Martin, Dedrick** <dmartin@ypsd.org>

Date: Mon, Jul 16, 2012 at 4:38 PM

Subject: Voluntary Give Back

To: Rachel Plumley <rplumley@ypsd.org>

Cc: Sharon Irvine <sirvine@ypsd.org>, Cathy Secor <csecor@ypsd.org>, Kelli Glenn <kglenn4@ypsd.org>, Allen <kallen8@ypsd.org>

Rachel,

The following language was already shared with the Board of Education. Please keep/use as documentation and begin with the reduction to my compensation as discussed and identified below.

Thanks,
dm

In light of the district's financial challenges, I am voluntarily donating 10% of my salary for the 2012-13 school year, and forgo the unpaid 2011-12 and 2012-13 school year annuity contributions required in my contract for a total of 12.1% contribution back to the district. These donations are in addition to previous voluntary health care contributions and reductions since 2009. I have directed the business office to enact the described contributions effective immediately as of July 12, 2012.

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Dedrick D. Martin

Superintendent

Ypsilanti Public Schools

Phone: (734) 714-1218

Fax: (734) 714-1220

"Strong From Start To Finish"

--

Karen Allen

Administrative Assistant

Ypsilanti Public Schools

Superintendent's Office

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Ypsilanti, MI 48198