

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

THIS CONTRACT, is made and entered into in River Rouge, Michigan, on this 29th day of March, 2017, by and between the School District of the City of River Rouge, a Michigan general powers school district (hereinafter the "School District") and Derrick R. Coleman, (hereinafter the "Superintendent"). The effective date of this Contract is March 29, 2017.

IT IS AGREED:

1. **Employment** – The School District hereby employs Superintendent and Superintendent agrees to work for the School District commencing on March 29, 2017 and extending through June 30, 2024. 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 Student Test of Educational Progress (M-STEP) 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**—The Superintendent shall receive an annual base salary of \$162,500 in the 2016-2017 school year and an annual increase of 4% for additional years. Salary shall be paid according to a schedule in conformity with the policies of the District.

4. **No Reduction in Salary/Compensation** - During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except, as otherwise mutually agreed upon by the Board of Education and the Superintendent.

5. **Retention Bonus** - The Superintendent of Schools shall receive a retention bonus of \$10,000.00 and this bonus shall be received annually through the duration of this Contract.

6. **Audit Bonus** - The Superintendent of Schools shall receive an Audit bonus: 1-3 audit findings in Title I, Title II and IDEA for the prior fiscal year \$2,500.00, zero audit findings for the above-\$4,000 and this bonus shall be received annually through the duration of this Contract.

7. **Enrollment Bonus** - The Superintendent of Schools shall receive an Enrollment Bonus not to exceed \$10,000: 2,000 or more students \$10,000.00; 1,700-1,999 students' \$7500.00 or 1,500-1,699 students \$5,000.00.

8. **Priority School Bonus** – The Superintendent of Schools shall receive a Bonus of \$10,000 for working to ensure that Ann Visger Elementary is not closed by the School Reform/Redesign Office and remains a school under the control of the School District.

9. **Tax-Deferred Retirement Plan(S)** – Commencing with the 2017-18 school year, the Superintendent shall receive 15% of the annual contract amount, adjusted annually into a 403B retirement plan. Commencing with the 2017-18 school year and continuing for the remainder of this contract, the Superintendent shall receive 15% of the annual contract amount, adjusted annually into a 457 retirement plan.

10. **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.

11. **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.

12. **Evaluation** – The Board of Education shall begin December 31st, to annually review and evaluate Superintendent's progress toward established goals and working relationships with the Board, the staff and the community.

13. **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.

14. **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.

15. **Other Work** – Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any many impinge upon time and effort required to be exerted by Superintendent in the discharge of his responsibilities under the Contract, unless the Board of Education gives its prior consent to such activities.

16. **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 ("MPERS"). Superintendent acknowledges that such reimbursement amount represents, under current law, a taxable payment to him for purposes of the Internal Revenue Code.

22. 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 1st 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. Superintendent shall also receive an automobile reimbursement of \$800 per month. This shall be paid as a monthly stipend directly to the Superintendent.

23. 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 may be carried over to a subsequent year of the Contract and no more than 10 days may be paid at the request of the Superintendent annually.

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

25. 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.

26. 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.

27. 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 to 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 American Arbitration Association for appointment of 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 be afforded the opportunity to keep any and all books, computers, cell phone, tablets and any other technology items in his possession or control that were issued from the School District.

Superintendent 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 Superintendent is terminating employment, Superintendent will be entitled to receive payout of accrued, unused vacation days up to a maximum of one hundred (100) days and payout of all accrued, unused sick days up to a maximum of two hundred and twenty five (225) days. If required notice is not provided, employee forfeits any payouts of accrued and unused sick time and vacation days.

28. Separation of Service - In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his/her duties, the Board shall compensate the Superintendent for the number of years remaining on this Contract or the remaining salary due to completion of this Contract.

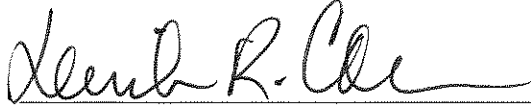
- A. In the event that the Superintendent's Contract is terminated/non-renewed prior to its expiration, unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, within 60 days following his/her last day of employment.
- B. Supplemental compensation from accrued but unused sick leave shall not exceed \$25,000 unless; the Superintendent has accrued more than \$25,000 in unused sick leave by virtue of direct service to the district.

29. Nonrenewal of Contract – As recited in Paragraph 1 herein, this Contract shall terminate on June 30, 2024. 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.

[SIGNATURES ON NEXT PAGE]

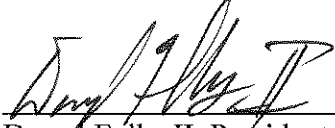
IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

Dated: 03-29-17

By: 
Derrick R. Coleman
Superintendent

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

Dated: 03-29-2017

By: 
Darryl Folks II, President
Board of Education

SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE EXHIBIT

A - FRINGE BENEFITS

SUPERINTENDENT OF SCHOOLS

DERRICK R. COLEMAN

HEALTH CARE:

The Superintendent may choose full family coverage (except Sponsored Dependents) from either MESSA or Health Alliance Plan. The annual premium will be paid by the School District up to the amount allowed by law.

If Superintendent does not elect health insurance coverage, the Board of Education will pay to the Superintendent the sum of \$5,000.00 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 \$100,000.00 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	60%
	Benefits Class	75%
	III Benefits	

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:

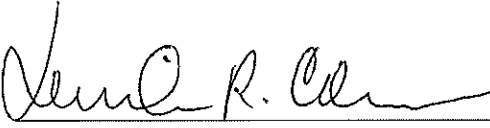
The Superintendent shall be allotted 20 sick leave days during each year of this Contract. The Superintendent may accumulate up to 225 sick leave days. Upon retirement or other termination of employment with the School District the Superintendent will be paid at the contractual daily rate.

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.


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

Dated: 3-29-2017

By: 
Derrick R. Coleman
Superintendent

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

Dated: 3-29-2017

By: 
Darryl Folks II, President
Board of Education

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

Minutes of a regular meeting of the Board of the School District of the City of River Rouge, County of Wayne, Michigan, held at 1460 W. Coolidge Highway, on the 29th day of March, 2017, at 6:00 p.m.

PRESENT: Members:

V. Butler, W. Campbell, C. Cooper, M. Doig,

D. Folks, G. Joseph, I. Wilson-Johnson

ABSENT: Members:

None

**RESOLUTION OFFERING AMENDED EMPLOYMENT CONTRACT TO
SUPERINTENDENT COLEMAN**

WHEREAS, Derrick R. Coleman has been the Superintendent of the River Rouge School District for a number of years, and

WHEREAS, the financial, educational, or overall condition of the School District has improved dramatically during Superintendent Coleman's tenure and under his leadership, and

WHEREAS, the Board of Education considers Superintendent Coleman an invaluable asset the School District and its continued success, and

WHEREAS, Superintendent Coleman has recently been announced as a finalist for the position of Superintendent of Schools for the Detroit Public Schools Community District; and

WHEREAS, the Board of Education would like to encourage Superintendent Coleman to forgo that opportunity and remain the Superintendent of the River Rouge School District; and

WHEREAS, in order to encourage Superintendent Coleman to remain with the River Rouge School District the Board of Education would to offer him an amended employment contract with additional incentives;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby adopts and recommends the attached employment contract as an offer to amend the Superintendent's current employment contract if Superintendent Coleman agrees to withdraw as a finalist from the previously mentioned employment opportunity; and

BE IT FURTHER RESOLVED that the Board of Education hereby authorizes Board President Folks to present this contract to Superintendent Coleman as an offer to amend his

