

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

BOARD OF EDUCATION
SPECIAL BOARD MEETING
Friday, May 12, 2017 – 5:30pm

Douglass Academy for Young Men
2001 W. Warren
Detroit, MI 48208

MINUTES

Call to Order

The Special Board Meeting of the Board of Education of the Detroit Public Schools Community District was called to order by President and Chair Dr. Iris Taylor at 5:30pm.

Meeting Norms

Meeting Norms were read by the Chair

Roll Call

Secretary of the Board, Misha Stallworth called the roll:

Present: Deborah Hunter-Harvill, Georgia Lemmons, LaMar Lemmons, Sonya Mays, Angelique Peterson-Mayberry, Misha Stallworth, and Iris Taylor

There being a quorum present, the meeting was declared in session.

Moment of Silence

Chair called for a moment of silence

Call for Special Board Meeting

Secretary of the Board Misha Stallworth read the following statement:

I, Misha Stallworth, Secretary of the Detroit Public Schools Community District Board of Education, do hereby certify that the foregoing Notice of the Special Board of Education Meeting was delivered to each Board of Education Member on Tuesday, May 9, 2017, pursuant to its applicable statute.

Approval of Agenda

Member L. Lemmons motion to approve the Agenda

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Member G. Lemmons seconded
Motion carried without objection

Potential General Superintendent Contract

Attorney Floyd Allen, of The Allen Law Group, PC, presented the proposed contract of Superintendent Nikolai Vitti. Mr. Allen took questions from the Board during the review.

The paragraphs on the first page of the contract were recitals of duties of the Board and Superintendent pursuant to statute. Article 1 is the agreement of employment. The term of the contract is 5 years ending June 30, 2022.

Article 2 Duties and Obligations as stated under PA 192 and Michigan School Code.

Member L. Lemmons stated this contract is made Under PA 192. Under the Michigan Constitution the Act would have required a two-thirds vote from both chambers which was not received. We are proceeding under an action by the legislature that is unconstitutional until such time the body or another entity challenges the constitutionality of the Act under the Local Acts under the Michigan Constitution.

Article 3, proposed by the attorney of the Superintendent, states prior to July 1, 2017 there should be a meeting between the board and Superintendent to discuss processes. No later than August 1, 2017, the Board and the Superintendent would set goals and objectives.

Page 6 Compensation and Benefits

Proposed annual salary is \$295,000 for the first two (2) years, \$303,000 for the third (3) year, \$312,000 for the fourth (4) year and \$322,000 for the fifth (5) year. The superintendent would receive \$750 for a monthly car allowance, business and travel will be at the District's expense pursuant to State law, I.T. Services will be provided. The District will fund \$20,000 towards tax shelter annuity. The Superintendent would receive insurance and benefits, sick leave, vacation and holiday pay, and retirement as other District executive 12-month employees. In addition, the Superintendent will receive \$25,000 in moving expenses, \$3,000 per month for up to 4 months in temporary living expenses, and receive a relocation travel voucher. Life insurance is three (3) times the base salary. The Superintendent will be entitled to any benefits not covered that are available to all District employees.

Page 7 - Article 6 contains standard language indemnifying the Superintendent.

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Section 7 - Termination of Contract

Contract may be terminated if both sides agree, if superintendent is not able to perform after 120 days of disability, or due to death. The District may terminate contract without cause. If Contract is terminated without cause in years 1-4, the Superintendent is entitled to one year of severance pay. If terminated in year 5, Superintendent is entitled to the remaining portion of the 5-year contract. The contract may be terminated for good cause to which no payment other than time earned is given. The Superintendent may terminate the contract with 120-days advance notice.

As a retention incentive, the Superintendent will earn two (2) additional vacation days per month for when he works the full 5 years with an effective and above performance he will be paid for those days.

The Contract expires on its terms.

Articles 8, 9, 10, 11, and 12 is basic contract language.

The Agreement is bind by the State and the Bylaws of the Board.

Attorney Allen answered questions of the Board.

Member L. Lemmons asked what was the accumulated total value of the contract.

The accumulated total value of the proposed contract including the one-time provisions is \$1.7 million dollars.

Member L. Lemmons asked are there any consequences of paying a 5-year contract under MPSERS.

A school employee can elect what benefit they would receive which dictates vesting provisions.

Vice President Peterson-Mayberry stated it is important that the Superintendent's children attend Detroit Public Schools Community District Schools. She then asked is there an identifiable reasonable time for improvement.

The reasonable time is at the Board's discretion.

Member Dr. Hunter-Havill asked what happens after year 5.

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There is no extension language. Both parties would have to agree to an extension.

Member Dr. Hunter-Harvill stated under the language that speaks to ineffective, effective, or highly effective would the District consider an extension for highly effective performance.

After a few years, the District could renegotiate an extension.

Member Dr. Hunter-Harvill asked how much is the average salary as it relates to other Superintendent's accumulated salary.

The moving provision, etc. are normally not considered in the overall cost and are seen in most contracts.

Member Dr. Hunter-Harvill asked for clarity on the language on Page 7, 5.15.

The language is a catch all.

Vice President Peterson-Mayberry stated there was nothing that mentioned attendance and enrollment as a goal.

The Board prior to July 1, 2017 should have a meeting to discuss communications, etc. but prior to August 1, 2017 there should be goals and objectives set.

Member L. Lemmons requested clarification on defined benefits versus defined contributions and the direct fiscal impact in terms of greater commitment.

The pension system has changed over the years. The determination is made by the contribution level of the employee.

Member L. Lemmons stated should the contract not be renewed it should not be considered a termination. Some Language to that effect should have been included in lieu of how PA 192 can be interpreted giving greater authority to the Financial Review Commission (FRC) in terms of any termination the Board may make. The District will have a Superintendent they cannot terminate even with ineffective evaluations, according to PA 192 the FRC have to concur.

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In terms of the actual statute, you are only allowed a maximum of 5 years so it is terminated by law.

Member L. Lemmons asked if there was a requirement or provision for security, a driver, and overtime.

There is a provision that states he should be accorded what was accorded to other Superintendents for the business of the District.

Member L. Lemmons stated the other superintendents, the Emergency Managers by law had powers of both the Superintendent and Emergency Manager and most of the powers of the Board. The interpretation can mean he is afforded those things of the Emergency Manager.

President Dr. Taylor stated the responsibility of the Board would be to insure the standards and expectations in use of the District resources are done appropriately.

Member L. Lemmons asked how would incomplete Bylaws and Board polices affect the contract.

If the Board amends or expands the Bylaws it does not have any effect other than the essential terms of the contract rolls with the bylaws and policies because the Superintendent is required to adhere to the policies and regulations of the Board.

Member Dr. Hunter-Harvill stated if she had a driver as she drove up to a school she can pull up data on schools to prepare when you get into the building. Agree with Superintendent having a driver but does not agree with use outside of Board business.

Treasurer Mays motion that we adopt the Resolution approving the Contract as drafted.

Member Dr. Hunter-Harvill seconded

Member L. Lemmons stated he had previously requested to move public comment before taking action. Further stated, the Body have learned and experienced information through public comment that had certain information been made available they would have taken different action. Member L. Lemmons suggested public comment on agenda items and then general public comments at the end of the meeting. Does not like public comment at the end of the meeting.

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Chair stated that if the Board so moves to move Public Comment the Board must do so in line with the Open Meetings Act (OMA).

Member Dr. Hunter-Harvill stated in an effort to be transparent how will the Board work with the FRC in collaboration to make sure that the Board moves on the contract or should we have set a date.

Chair stated once action is taken by the Board the FRC for the purpose of the content of the contract not the individual would have to review it because it is for multiple years. The Board will have to schedule a meeting to present the contract before it is completely executed. The Board can go to the scheduled meeting or call for a special meeting.

Treasurer Mays stated there was a meeting with the FRC scheduled for Tuesday, May 16, 2017 where they can possibly present the contract.

Roll Call for Motion

Deborah Hunter-Harvill	Yes
Georgia Lemmons	Yes
LaMar Lemmons	Yes
Sonya Mays	Yes
Angelique Peterson-Mayberry	Yes
Misha Stallworth	Yes
Iris Taylor	Yes

Motion Carried without objection

Public Comment

Several public comments were made

Adjournment

Chair requested motion to adjourn

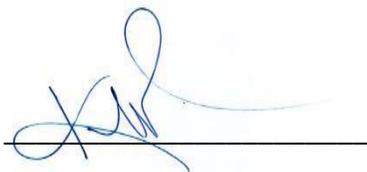
Meeting adjourned at 6:45pm

Special Meeting

May 12, 2017

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A handwritten signature in blue ink, appearing to read 'KM', is written over a solid black horizontal line.

Certified:

Karen Morgan, B.S.B.M

Secretary of the Board