

**BLOOMFIELD HILLS SCHOOLS  
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION**

At a regular meeting of the Board of Education of Bloomfield Hills Schools, Oakland County, Michigan (the "School District"), held at the Gary M. Doyle Center for Professional Development, Booth Center, 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301 on the 23<sup>rd</sup> day of May, 2024 at 7:30 p.m., Local Time.

PRESENT: MEMBERS: Tareq Falah, meagan Hill,  
Paul Kolin, Siva Kumar,  
Carolyn Noble & John Rangemert  
ABSENT: MEMBERS: Michelle Southward  
\_\_\_\_\_

The following preamble and resolution were offered by Member Kolin and supported by Member Falah.

WHEREAS, the Board of Education hired Michigan Leadership Institute ("MLI") as a search firm to assist the Board in facilitating the superintendent search process with direction from the Board in its process of finding the School District's next superintendent; and

WHEREAS, after months of feedback from stakeholders, several rounds of interviews and site visits, the Board of Education directed the School District to commence negotiations of a Superintendent's contract with Rick West to hire, appoint and serve as the School District's next Superintendent effective July 1, 2024, subject to the approval by the Board of a fully negotiated Superintendent's Employment Contract at the School District's next Board meeting; and

WHEREAS, the Board of Education desires to enter into a Superintendent's Employment Agreement with Rick West, effective July 1, 2024, and authorizes the Board President and Secretary to execute on behalf of the Board the Superintendent's Employment Agreement attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Education authorizes the Board President and Secretary to execute on behalf of the Board the Superintendent's Employment Agreement attached hereto as **Exhibit A**.

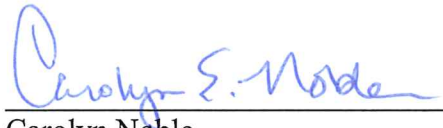
YEAS: MEMBERS:

Falah, Hill, Kolin, Kumar,  
Noble, Vangemert

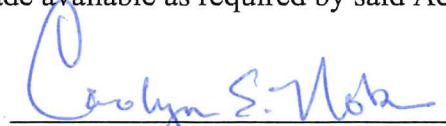
NAYS: MEMBERS: \_\_\_\_\_

ABSTAIN: MEMBERS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED

  
\_\_\_\_\_  
Carolyn Noble  
Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of the Bloomfield Hills Schools, County of Oakland, Michigan, at a regular meeting held on the 23<sup>rd</sup> day of May, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
\_\_\_\_\_  
Carolyn Noble  
Secretary, Board of Education

## SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Agreement ("Agreement") made and entered into by and between BLOOMFIELD HILLS SCHOOLS, Oakland County, Michigan (hereinafter referred to as the "School District" or "District") and Rick West (hereinafter referred to as the "Superintendent").

The School District and the Superintendent hereby agree as follows:

1. **Term:** The District will employ the Superintendent for the period from July 1, 2024 to June 30, 2027 (the "Term"). Should the Board of Education of the School District desire not to renew this Agreement at the end of the Term, the Board will give the Superintendent notice of its decision at least ninety (90) days before the expiration date; otherwise, this Agreement will automatically renew for one more year. The Board may also, by amendment, extend the expiration date of this Agreement at any time during the Term of this Agreement, in which case the Agreement as amended shall be extended.

2. **Tenure:** The Superintendent will not have or acquire tenure as Superintendent of Schools or in any other administrative or assigned capacity. The District's failure to continue the Superintendent's employment after the Term of this Agreement, or re-employ him in any other capacity, will not be considered a breach of this Agreement. Tenure may be obtained, if at all, only in the capacity of a classroom teacher and consistent with the Teachers' Tenure Act.

3. **Qualifications:** The Superintendent represents and warrants that he meets, and will continue to meet, at least the minimum qualifications and certifications required by the State of Michigan to serve as the District's Superintendent of Schools.

4. **Duties:** The Superintendent represents and warrants that he is able, and will continue to be able, to serve as the District's Superintendent of Schools in a competent and professional manner in compliance with applicable laws, policies and regulations adopted by the Board, and as otherwise directed by the Board. The Superintendent shall perform his duties over the full fifty-two (52) weeks of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board and its 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 Bloomfield community, as necessary to fulfill the duties of Superintendent. Among his other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or their delegate, and forward same to each member of the Board, 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. The Superintendent will report to the Board information, which would, or might, affect or be relevant to the business of the School District. The Board collectively and individually shall refer promptly all criticism, complaints and suggestions, called to their attention to the Superintendent that are materially significant for study and recommendation.

It is understood that the Superintendent shall be the Chief Administrative Officer of the District. The Superintendent and Board of Education shall meet within the first three months of this Agreement to establish a mutually agreeable set of norms which will be used to govern the relationship. It is the intent of the Board of Education and the Superintendent that the Board of Education shall assist the Superintendent by forwarding to him complaints related to the operation of the District for the Superintendent's administration of the District.

5. **Compensation for Services Rendered:** The Superintendent's annual salary will be \$275,000.00 (Two Hundred Seventy Five Thousand and 00/100 Dollars), pro-rated for the number of weeks actually worked, payable in equal installments over the course of the School District's fiscal year.

Effective July 1, 2025, the Superintendent's salary shall increase to \$285,000.00 (Two Hundred Eighty Five Thousand and 00/100 dollars) prorated for the weeks actually worked, payable in equal installments over the course of the School District's fiscal year.

Effective July 1, 2026, the Superintendent's salary shall increase to \$295,000.00 (Two Hundred Ninety Five Thousand and 00/100 Dollars) prorated for the weeks actually worked, payable in equal installments over the course of the School District's fiscal year.

#### Tax Sheltered Account and Front Load Option

The Superintendent may elect to make compensation reduction agreement contributions to a tax-sheltered account program offered through the District (in accordance with applicable Internal Revenue Code Sections). The Superintendent is also entitled to a tax-sheltered account front-load salary deduction on the first pay of his salary year up to 10% of his contract amount if he elects such deduction on a timely basis. This amount will be allowed in addition to any amount otherwise authorized by the Superintendent for bi-weekly deduction during the pay year.

The Superintendent must arrange for the deduction with his tax-sheltered annuity (TSA) carrier, and the one-time deduction authorization received in the personnel office at least ten days prior to the first pay date of the new salary year.

#### Employer Paid Tax-Sheltered Account

As additional compensation for services rendered, the Board will make an annual prorated contribution to the tax-sheltered account (TSA) selected by the Superintendent in the amount of six percent (6%) of base salary. Payment will be made in two (2) equal installments on or before December 31 and June 30 of each school year.

#### Compensable Leave Days

The Superintendent shall earn one leave day each month during the school year, to a maximum of twelve (12) leave days per school year. The leave days will be available on July 1 of each school year, and may be used for the following purposes:

1. Personal Illness
2. Absence for critical illness in the family and/or to make arrangements for medical care (family members shall include the following: spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
3. Three days for personal business.
4. Three (3) days per year for observance of religious holidays.
5. Funeral leave - up to three (3) days for the purpose of attending to a death in the immediate family. Additional leave will be granted, if necessary.
6. For important and urgent matters that cannot be handled outside school hours or scheduled at any other time, to be used at the discretion of the Superintendent of Schools.

The above leaves, with the exception of funeral leave, personal illness and illness in the family, will be granted only to the extent that current leave days are available. Unused leave days, left over at the end of the school year, will be carried over for use in the subsequent school year.

### Vacation Days

The Superintendent is eligible to receive 30 vacation days each full school year worked. If the Superintendent works less than a full school year the vacation days will be prorated. The vacation days will be available for use on July 1 of each year. Any unearned vacation time, taken in advance of being earned, will be deducted from the Superintendent's final paycheck at the time of termination. The Superintendent shall be permitted to roll over no more than ten (10) unused vacation days during the first year of the Agreement and no more than five (5) unused vacation days the second and third years of the Agreement and any extension thereof with a total cap of twenty-five (25) days. The Superintendent shall, at the conclusion of his employment with the District, be entitled to receive payment of any unused vacation days at the then current salary per diem rate. The per diem rate shall be calculated by dividing the Superintendent's then current annual salary by 230 days. Notwithstanding the foregoing, the Board can elect to payout the Superintendent for any unused vacation days on an annual basis instead of rolling them over, as determined by the Board.

Notwithstanding the foregoing, beginning with the 2025-26 school year, the Superintendent shall be eligible for merit pay as additional compensation for services rendered as follows. The Board and the Superintendent shall agree to establish up to three annual goals that will be included as a part of the Superintendent's annual performance evaluation. If the Superintendent successfully meets such goals, the Superintendent shall have the right to be paid for five or ten unused vacation days, depending upon the degree of success in reaching such goals as established by the parties. In the absence of agreement between the Board the Superintendent, the Board will establish the goals.

### Holidays

The Superintendent shall receive the following ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

### Other

The District will provide the Superintendent the same insurances, severance and other additional compensation and benefits (including long term disability (LTD) and life insurance) provided to the District's Assistant Superintendents during the Term of this Agreement (See **Schedule A**, attached), provided that the Superintendent shall contribute toward the cost of insurance premiums in accordance with applicable law and Board Policy. The District will provide a stipend to the Superintendent for his monthly cell phone charge in the same amount as provided to certain other District Central Office administrators or provide the Superintendent with a cell phone.

6. **Disability:** The Superintendent shall be granted up to one calendar year (365 days) of income protection for personal illness or disability which exceed five (5) consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. After one year of income protection, if the Superintendent is still disabled as determined by medical certification, the Superintendent shall be eligible for short term and/or long-term disability insurance coverage as applicable. The Superintendent shall furnish medical

certification to the Board regarding the necessity for disability 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, the Superintendent shall provide the Board 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 in this context 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 one year, or if it is permanent, irreparable or of such a nature as to make the performance of the Superintendent's duties impossible, the Board may, in its discretion terminate this Agreement, and all the duties, rights and obligations of both parties shall end. This provision shall not in any way derogate from any disability benefits that apply by operation of other provisions of this Agreement.

7. **Professional Development:** Subject to Board policy and applicable law, the District will support the Superintendent's professional development by paying for membership charges for professional, and civic, health or welfare organizations proposed by the Superintendent and approved by the Board.

8. **Expenses:** The Board understands that the Superintendent will incur mileage expenses using his own vehicle while performing District business. As such, the District shall provide the Superintendent with a monthly allowance of \$250. Additionally, for travel mileage outside Oakland County, the Superintendent shall be reimbursed mileage at the IRS rate.

9. **Other Work:** During the Term of this Agreement, the Superintendent may undertake other work (consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations), with or without honorarium, when such activities are engaged outside of normal work hours for the District, provided the other work does not interfere with the time and effort necessary to perform his duties under this Agreement as determined by the Board.

10. **Conflicts of Interest:** The Superintendent will not possess or acquire, directly or indirectly, any interest adverse to the District. If a question arises whether the Superintendent possesses or has acquired an impermissible conflict of interest, the Superintendent will, as soon as practicable, fully disclose the questioned interest to the Board for its review and disposition, which disposition will be controlling.

11. **Evaluation:** Not later than February 1st of each year of this Agreement, the Board and Superintendent shall meet and agree upon mutually established performance goals and objectives for each calendar year of this Agreement. These performance goals and objectives shall be reduced to writing and shall be part of the criterion upon which the Superintendent's performance will be reviewed and evaluated for the upcoming academic year. No later than December 31st, the Board of Education of the School District shall review with the Superintendent the Superintendent's performance, which may include progress toward mutually established goals and his working relationships with the Board, staff and community. In absence of agreement on mutually established goals, the Board will establish goals. Upon mutually agreement by the Board and Superintendent, the evaluation dates may be adjusted.

12. **Indemnification/Hold Harmless:** For any action or non-action taken by the Superintendent, the District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent



in his individual capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment, such liability coverage is within the authority of the District to provide under state law, and excluding criminal litigation; it is further understood that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. The Superintendent shall immediately notify the Board of any request for indemnification for any claim or action against him. The Board and the District have the right to conduct the defense of any such claim or action and the Superintendent shall fully cooperate with the Board and the District in the defense. The District may purchase liability insurance to cover its responsibilities set forth above. It is understood that the provisions above shall remain applicable after expiration of this Agreement and in effect even after the Superintendent terminates his employment with the District.

Upon the Superintendent's retirement, the Board agrees as accrued term of this Agreement, that it shall defend and provide paid legal counsel to the Superintendent if the Michigan Office of Retirement Services challenges or reduces this Agreement's total compensation (for purposes of calculating the Superintendent's "final average compensation" for pension purposes) in an arbitrary or capricious manner. The Board's obligation to provide paid legal counsel shall extend only to any initial hearing in front of an administrative agency and one subsequent appeal, if necessary. The contracting of a specific law firm for this representation must be mutually agreed upon between the Board and the Superintendent.

13. **Termination:** This Agreement will terminate on June 30, 2027, unless otherwise extended in writing by the parties.

a) By Superintendent. The Superintendent may terminate this Agreement during its Term by providing the Board with at least sixty (60) days advance notice.

b) By the Board, For Cause. Upon a majority vote of the Board, the Board may terminate this Agreement at any time during its Term for cause without further obligation or liability to the Superintendent for salary, remuneration or fringe benefits, if the Superintendent commits acts of misconduct, dishonesty, fraud, insubordination and/or incompetence; if the Superintendent materially breaches the terms and conditions of this Agreement; if the Superintendent is convicted of an offense involving impairment or illegal possession related to drugs or alcohol; and/or if the Superintendent commits acts otherwise constituting just cause for discharge. In such event of termination of the Superintendent for cause, the Superintendent shall be provided an opportunity for a meeting before the Board, which may be open to the public or closed, at the Superintendent's option. In the event the Superintendent elects to contest the Board's decision, he shall have the right to binding arbitration in accordance with Paragraph 17 below.

c) Non-renewal of Agreement. Non-renewal of this Agreement shall be in accordance with MCL 380.1229(1) of the Michigan Revised School Code or the applicable law at that time.

14. **Limitations of Actions:** The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Agreement must be filed no later than one hundred eighty (180) calendar days from the date on which the civil action or administrative complaint accrued or not later than one hundred eighty (180) calendar days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer

limitations period. This paragraph is not intended to and should not be construed, to extend any statutory limitations period shorter than one hundred eighty (180) calendar days.

15. **Binding Arbitration:** The Superintendent and the Board and the District agree that, except as set forth in the final sentence of this paragraph, and to the extent permitted by law, any and all claims, demands, actions and causes of action whatsoever, arising from or relating to the Superintendent's employment by the Board and the District, and the negotiation, execution and interpretation of this Agreement, will be submitted to final and binding arbitration before a single arbitrator according to the American Arbitration Association's National Rules for the Resolution of Employment disputes. The Superintendent, the Board or the District may move for entry of judgment on such an arbitration award in any court of competent jurisdiction. This paragraph does not apply to a decision by the Board or the District not to renew this Agreement, which decision may not be submitted to final and binding arbitration.

16. **Waiver of Breach:** The Board and the District will not waive any breach of any provision of this Agreement except in writing. Such a waiver will not waive future breaches.

17. **Severability:** If any provision of this Agreement is prohibited by the laws of the United States or the State of Michigan, that provision will be unenforceable without invalidating the remaining provisions of this Agreement.

18. **Entire Agreement:** This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous agreement, written or verbal. This Agreement may not be modified or rescinded except by another written agreement, approved by the Board in a public meeting, and signed by both the parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

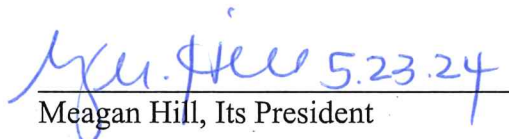
**SUPERINTENDENT**



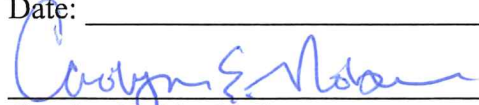
Mr. Rick West

Date: 5/23/2024

**BOARD OF EDUCATION OF THE  
BLOOMFIELD HILLS SCHOOLS**



Meagan Hill, Its President

Date: \_\_\_\_\_  
  
Carolyn Noble, Its Secretary

Date: 05/23/2024



**SCHEDULE A**

(See Attached)

## **Insurance and Other Benefits**

### **Schedule A**

**(1) Cafeteria Benefits Plan**

**(A) Commencement and Duration of Benefits:** Benefits shall commence on the first day of hire. Coverage shall remain in effect as long as the Superintendent is actively employed by the school district. If the Superintendent terminates during the school year or retires, benefits shall terminate at the end of the month in which the Superintendent last works or exhausts Family and Medical Leave Act leave. Benefits also terminate when an employee commences long term disability leave or has been on worker's disability compensation leave exceeding one year.

**(B) Benefits:**

(1) The Board will provide and pay the premiums for the following coverages and benefits, which will be equivalent to that of employees represented by the Administrative Council: a) major medical/hospitalization, b) dental plan, c) vision plan, d) cash in lieu of health insurance option, and e) salary continuation (short term disability). The following related provisions in the Administrative Council Agreement also apply to the Director: f) contribution towards health care, g) rebate of contribution toward health care for participation in an annual health risk assessment, h) district-provided contribution toward the Health Savings Account, and i) event of the Director's modification or discontinuance of election for medical/hospitalization coverage. The Superintendent must fully comply with insurance company or self-insurance regulations as a condition of receiving such benefits. The benefits and coverages may be amended at the discretion of the Board of Education.

(2) The Board will also provide and pay the premiums for the following coverages and benefits. The Superintendent must fully comply with the insurance company or self-insurance regulations as a condition of receiving such benefits. The following benefits and coverages may be amended at the discretion of the Board of Education.

- a. **Life Insurance:** The School District shall pay the premium for group term life insurance in the amount of \$225,000.
- b. **Accidental Death and Dismemberment:** The School District shall pay the premium for an accidental death and dismemberment insurance policy in an amount of \$50,000.
- c. **Additional Life Insurance:** The Superintendent will have

the option to purchase additional life insurance with pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.

- d. **Dependent Life Insurance:** The Superintendent will have the option to purchase life insurance for her spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability will be required after the initial enrollment period.
- e. **Flexible Spending Accounts:**
  - (1) **Health Care Reimbursement Account:** The Superintendent will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.
  - (2) **Dependent Care Reimbursement Account:** The Superintendent will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.
- f. **Long-Term Disability:**
  - (1) **Benefits:** The School District shall pay the premium for a long-term disability plan. Such disability insurance shall provide benefits of 66 2/3% of the monthly earnings to the Superintendent who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury. Benefits shall be payable until the Superintendent reaches age sixty five (65), provided the Superintendent continues to be disabled under the provisions of the insurance policy.
  - (2) **Disability:** The Superintendent shall be granted up to one calendar year (365 days) of income protection for personal illness or disability which exceed five (5) consecutive work days in duration. The rate of pay for purposes of income protection shall be the Superintendent's rate of pay on the first day of illness or disability. After one year of income protection, if the Superintendent is still disabled as determined by medical certification, the Superintendent shall be eligible for short term and/or long-term disability insurance coverage as applicable. The Superintendent shall furnish medical 4 certification to the Board regarding the necessity for disability 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.

- (3) **Computation of Monthly Earnings:** For the purposes of Long-Term Disability coverage, monthly earnings shall be the Superintendent's regular salary at the time of the disability divided by twelve (12) months.
- (4) **Benefits Reduced by Other Remuneration:** The amount received from the insurance company will be reduced by any primary remuneration for which the Superintendent is eligible during the benefit period from the employer, the Michigan Public School Employees Retirement System, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
- (5) **Position Held Open for One Year:** On the date the Superintendent commences a long-term disability (LTD) leave, the Superintendent's position will no longer be held open for the Superintendent. However, if the Superintendent is medically able to return to work within one calendar year of the date of the commencement of the leave, the Superintendent will be given consideration for placement in a vacant administrative position for which the Superintendent is certified (if applicable) and qualified, as determined by the Superintendent. The Superintendent must supply a physician's authorization permitting the Superintendent to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the Superintendent's physician and the District's physician or medical facility do not agree that the Superintendent is medically able to return to work, an independent physician or medical facility, paid for by the District, may examine the Superintendent, and this decision will be final. This paragraph does not apply to a Superintendent who retires. If the Superintendent does not return to work within one year from the commencement of the LTD leave, the Superintendent will be separated from employment with Bloomfield Hills Schools.

(2) **Other Benefits**

- (A) **Compensable Leave Days:** The Superintendent shall earn one leave day each month during the school year, to a maximum of twelve (12) leave days per school year. The leave days will be available on July 1 of each school year, and may be used for the following purposes:
  - 1. Personal Illness
  - 2. Absence for critical illness in the family and/or to make arrangements for medical care (family members shall include the following: spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).

3. Three (3) days for personal business.
4. Three (3) days per year for observance of religious holidays.
5. Funeral leave - up to three (3) days for the purpose of attending to a death in the immediate family. Additional leave will be granted, if necessary.
6. For important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Superintendent of Schools.

The above leaves, with the exception of funeral leave, personal illness and illness in the family, will be granted only to the extent that current leave days are available. Unused leave days, left over at the end of the school year, will be carried over for use in the subsequent school year.

- (B) **Vacation Days:** The Superintendent is eligible to receive thirty (30) vacation days each full school year worked. If the Superintendent works less than a full school year the vacation days will be prorated. The vacation days will be available for use on July 1 of each year. Any unearned vacation time, taken in advance of being earned, will be deducted from the Superintendent's final pay check at the time of termination. The Superintendent shall be permitted to roll over no more than ten (10) unused vacation days during the first year of the Agreement and no more than five (5) unused vacation days the second and third years of the Agreement and any extension thereof with a total cap of twenty-five (25) days. The Superintendent shall, at the conclusion of his employment with the District, be entitled to receive payment of any unused vacation days at the then current salary per diem rate.

The per diem rate shall be calculated by dividing the Superintendent's then current annual salary by 230 days. Notwithstanding the foregoing, the Board can elect to payout the Superintendent for any unused vacation days on an annual basis instead of rolling them over, as determined by the Board.

Notwithstanding the foregoing, beginning with the 2025-26 school year, the Superintendent shall be eligible for merit pay as additional compensation for services rendered as follows. The Board and the Superintendent shall agree to establish up to three annual goals that will be included as a part of the Superintendent's annual performance evaluation. If the Superintendent successfully meets such goals, the Superintendent shall have the right to be paid for five or ten unused vacation days, depending upon the degree of success in reaching such goals as established by the parties. In the absence of agreement between the Board and the Superintendent, the Board will establish the goals.

- (C) **Holidays:** The Superintendent shall receive the following ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.



- (D) **Reimbursement for Expenses:** The District shall pay for reasonable and necessary expenses the Superintendent incurs for or on behalf of the District, provided the expenses are related to the interest of the District.

The District shall also pay for dues and expenses in connection with appropriate professional organizations and community activities provided such expenses are supported with proper vouchers together with requests for reimbursement.

The Board understands that the Superintendent will incur mileage expenses using his own vehicle while performing District business. As such, the District shall provide the Superintendent with a monthly allowance of \$250. Additionally, for travel mileage outside Oakland County, the Superintendent shall be reimbursed mileage at the IRS rate.

All expenses shall be approved by the Board of Education.

(E) **Workers' Disability Compensation**

1. **Notification:** In the event of any on-the-job injury, the Superintendent must notify the personnel office and complete an accident report as soon as possible, but in no event later than three (3) calendar days after the occurrence.
2. **Doctor Visits:** If the Superintendent is required to go to the doctor as a result of an on-the-job accident, he will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved Superintendent. It is understood that visits, other than the initial one at the time of the accident, will be scheduled at times other than when the Superintendent is scheduled to work unless approved by the immediate supervisor.
3. **No Leave Days Charged:** It is understood that no leave days shall be charged for absences related to a compensable job-related accident.
4. **Workers' Compensation Pay Differential:** In the event the Superintendent is absent from work due to a job-related accident, the Superintendent will be paid, for a period not to exceed twelve months from the date of the accident, the difference between the full salary and such monies as may be received as Workers' Disability benefits (loss-of-time benefits).

Should the Superintendent continue to be off work beyond a period of twelve (12) months, short-term disability benefits, provided in the Salary Continuation section of the agreement, will not be paid.

5. **Benefits Beyond One Year:** Benefits beyond one year shall be payable only under the terms of the Workers' Disability Compensation Act and LTD insurance coverage of the District. No District supplement will be made after twelve months, nor shall the District paid benefits under the Cafeteria Benefits Plan be provided.
6. **Superintendents Who Do Not Return to Work within One Year of Commencement of Leave:** If the Superintendent on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the Superintendent's position will not be held open for the Superintendent. However, if the Superintendent is medically able to return to work within two calendar years of the date of the commencement of the leave, the Superintendent will be given consideration for placement in a vacant administrative or instructional position for which the Superintendent is certified and qualified, as determined by the Superintendent. The Superintendent must supply a physician's authorization permitting the Superintendent to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the Superintendent's physician and the District's physician do not agree that the Superintendent is medically able to return to work, an independent physical or medical facility, paid for by the District, may examine the Superintendent, and this decision will be final. If the Superintendent retires during the two-year period, this paragraph does not apply.

If the Superintendent does not return to work within two years of the date of the commencement of the leave, the Superintendent will be separated from employment with Bloomfield Hills Schools.

(F) **Unpaid Leave of Absence**

1. **Protracted Illness:** The Superintendent shall be entitled to a leave of absence in cases of protracted or extended illness. The Superintendent must notify and apply for the leave within the first three (3) days of absence, whenever possible. Upon

application to the Board, such leave shall be granted for up to one year, except the Board may grant approval for an additional year upon written request.

2. **Family and Medical Leave Act:** The Family and Medical Leave Act (FMLA) of 1993 provides that an unpaid leave of absence may be granted for a maximum of twelve (12) weeks during any twelve-month period to eligible employees for family medical or personal medical reasons.
3. **Military Leaves:** If the Superintendent is inducted or enlists for military duty in any of the armed forces of the United States, he shall be granted a leave of absence for a period not to exceed three (3) months beyond his honorable discharge date. Full credit toward advancement on the salary schedule shall be granted.

- (G) **Tax Sheltered Account and Front Load Option:** The Superintendent may elect to make compensation reduction agreement contributions to a tax-sheltered account program offered through the District (in accordance with applicable Internal Revenue Code Sections). The Superintendent is also entitled to a tax-sheltered account front load salary deduction on the first pay of his salary year up to 10% of his contract amount if he elects such deduction on a timely basis. This amount will be allowed in addition to any amount otherwise authorized by the Superintendent for bi-weekly deduction during the pay year.

The Superintendent must arrange for the deduction with his TSA carrier, and the one time deduction authorization received in the personnel office at least ten days prior to the first pay date of the new salary year.

- (H) **Employer Paid Tax-Sheltered Account:** The Board will make an annual prorated contribution to the tax-sheltered account (TSA) selected by the Superintendent in the amount of six percent (6%). Payment will be made in two (2) equal installments on or before June 30 and December 31 of each school year.

(I) **Severance**

1. **Severance Program:** The severance program is available for the Superintendent if he has a minimum of ten years of administrative service to the Bloomfield Hills Schools. Eligibility will be based upon one of three categories for administrative service of 10, 15 or 18 years. Years between categories will be prorated.

2. **Severance Benefit:** The severance benefit is as follows: Years of Administrative Service - Bloomfield Hills Schools

<b><u>10 years</u></b>	<b><u>15 years</u></b>	<b><u>18 years</u></b>
\$19,000	\$21,500	\$25,000

3. **Eligibility:** Eligibility for severance payment will be premised upon receipt, by the Personnel Office, of a written resignation from the Superintendent.

- (J) **Retirement Life:** If the Superintendent retires from the school district within the provisions of the Michigan Public School Employees Retirement System (MPERS), the Board will pay the premium to provide group term life insurance, until the Superintendent reaches the age of 70 years, in the following amounts:
- 50% of the group life insurance in effect at the time of retirement to age 65;
  - 25% of the group life insurance in effect at the time of retirement from and after attaining the age of 65 to age 70; and
  - at age 70, all Board paid group life insurance coverage will terminate.