

**WEST BLOOMFIELD SCHOOL DISTRICT**  
**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

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THIS CONTRACT, made and entered into at West Bloomfield, Michigan, this 18th day of May, 2012, by and between the West Bloomfield School District, a Michigan School District (hereinafter the "School District") and Gerald D. Hill, Ph.D. (hereinafter the "Superintendent").

IT IS AGREED:

1. This Agreement revokes and otherwise supersedes any and all other employment Contracts or agreements that may be in effect as of this date between the Superintendent and the School District.
2. EMPLOYMENT - The School District hereby employs the Superintendent and the Superintendent agrees to work for the School District for a term commencing on July 1, 2012 and ending on June 30, 2016, subject to all covenants and conditions of this Contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code.
3. TERMINATION
  - A. SCHOOL DISTRICT'S RIGHT OF EARLY TERMINATION, WITHOUT CAUSE - Subject to no less than sixty (60) days written notice being provided to Superintendent, the School District shall have the right, prior to June 30, 2016, to terminate Superintendent's employment, without cause. Such termination shall be conditioned on the School District compensating Superintendent at the rate of one half (½) of the base salary that Superintendent is receiving as of the effective date of such termination, to be paid each year over the remaining term of the Contract, plus compensation equal to one half (½) of the premium cost to the School District for the insurance benefits provided on behalf of Superintendent pursuant to paragraph 19 of this Contract. Said compensation shall be paid to Superintendent on a semi-monthly basis, subject to Federal and State withholding and FICA deductions and any other legally required or duly authorized offsets or deductions. In the event that Superintendent is terminated for Cause, the provisions of this paragraph shall not apply. Rather, the provisions of sub-paragraph 3.B. of this Contract shall apply.
  - B. TERMINATION OF CONTRACT FOR CAUSE BY SCHOOL DISTRICT - 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 "Cause," which is defined as, acts of moral turpitude, serious misconduct or if the Superintendent willfully violates any of the substantive terms and conditions of this Contract. In such event, the 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 the Superintendent's option. In the event the 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 the Superintendent, and enforceable in any court of competent jurisdiction in Michigan. The scope of the arbitrator's review, pursuant to this submission agreement, shall be limited to determining whether the Board of Education acted without reasonable and just cause in its decision to terminate the 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 the selection process may be referred by either party to the Detroit Regional Office of the American Arbitration Association for appointment of an arbitrator and processing under its Voluntary Labor Arbitration Rules. The Superintendent and the School District shall share equally in the fees and costs of the Arbitration, and at the conclusion of the Arbitration hearing, the arbitrator shall have the right, but not the mandate, to award fees and costs to the prevailing party. The Arbitration shall be conducted by a single arbitrator that shall be a licensed attorney in the State of Michigan who shall have at least ten years of experience in which his or her primary area of practice is devoted to School District Labor Arbitration matters.

4. DUTIES - The 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. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract.
5. COMPENSATION - The School District agrees to pay the Superintendent a base salary for each school year over the term of this Contract. The salary rate for the 2012-13 school year shall be One Hundred Ninety Thousand (\$190,000.00) Dollars. This salary amount shall be increased each school year hereafter by an amount equal to the percentage increase provided to teachers for base salary purposes for that school year, as fixed in the applicable collective bargaining

agreement between the School District and the West Bloomfield Education Association ("WBEA"). Moreover, the amount of such salary may be adjusted by action of the Board of Education from time-to-time thereafter, but shall in no event during the term hereof be less than the amount paid to the Superintendent for the immediately preceding school year. The Superintendent agrees to devote his time, skill, labor and attention to this employment and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law or the dictates of prudent judgment as an educator and administrator. The above base annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other certified administrative personnel employed by the School District.

In addition to the base salary, the School District shall contribute Eleven Thousand (\$11,000.00) Dollars annually to a Tax Deferred Annuity of the Superintendent's choice. The Superintendent may contribute additional dollars to this plan provided the combined contributions do not exceed the applicable salary deferral limitation established under the Internal Revenue Code.

6. WORK YEAR - The 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 legal holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions and, 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 and participations.
7. TENURE - It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in his capacity as Superintendent or in any other administrative capacity by virtue of this Contract of Employment.
8. EVALUATION - Annually, but no later than June 1 of each calendar year, the Board of Education shall review and evaluate the Superintendent's progress toward established goals and working relationships with the Board, the staff and the community.
9. CERTIFICATE - The Superintendent shall possess and maintain, throughout the life of this Contract, the educational certification(s) and qualifications required by the Michigan Revised School Code, or any successor statute thereto.
10. CONFLICT OF INTEREST - The 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. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that, and as soon as, a question arises as to whether a given interest may be in conflict with the interests of the School District, the 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 the Superintendent.

11. OUTSIDE WORK - The Superintendent may not undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations in behalf of interests or entities outside of the School District when such activities would in any manner impinge upon or restrict the time and effort required to be exerted by the Superintendent in the discharge of his responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities.
12. EXPENSES - The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local, state and national levels. The Superintendent is entitled to be reimbursed, consistent with Board policy, for the reasonable costs of long-distance travel and lodging in connection with such attendances and participations. The Superintendent may draw an advance for amounts that he reasonably anticipates expending in any such long distance travel, subject to his making a prompt written accounting for such funds to the School District business office and shall remit any refund, if appropriate, promptly upon his return. The Superintendent is entitled to be reimbursed for the reasonable costs incurred in attending and participating in local professional activities and conferences as he may deem to be appropriate on behalf of the School District. The Superintendent may be required to provide to the District an itemized account and substantiation of the above reimbursed expenses in accordance with Board policy for federal income tax reporting purposes. Subject to the above, the Superintendent is hereby authorized to make use of the District's credit card for the purposes of fueling his vehicle.
13. MEMBERSHIP DUES - The School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations which he deems to be appropriate, subject to Board of Education approval prior to creating such memberships.
14. MEDICAL EXAMINATION - At least once a year during the term of this Contract the Superintendent shall have a medical examination, the costs for which shall be paid by the School District. A copy of the report from the examination or a certificate of the physician certifying the fitness of the 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

the Superintendent to an examining physician of its choosing for a medical report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The reports from both the annual examination and the latter examination may be shared by the President of the Board of Education with the other trustees, Assistant Superintendent for human resources, and the District's legal counsel, but shall otherwise be maintained in strict confidence.

15. BOARD MEETINGS - Among his other duties, the 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. Together with the agenda, the Superintendent shall include his recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting.
16. DISABILITY - Should the 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 ninety (90) 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, including termination of the obligation to pay early termination compensation under Section 3.A., above. Likewise, if it is immediately determinable that such disability is permanent, irreparable or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board of Education, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate including termination of the obligation to pay early termination compensation under Section 3.A., above. This provision shall not in any way derogate from any long term disability benefits that apply by operation of other provisions of this Contract. Moreover, in the event the Board of Education elects to terminate the employment relationship created by this Contract as a result of a disability occurring, as aforesaid, the School District shall provide, in addition to such long term disability benefits, a short term salary continuation plan as follows:

Disability Period Following Commencement of Disability	Percent of Salary Installment to be Continued
First 90 days	100%
90-270 days	80%
Over 270 days	0%

Payments received by Superintendent, pursuant to the long term disability insurance coverage provided by the School District to the Superintendent under paragraph 19, of this Contract, shall be deemed to be in pro rata discharge of the

School Districts' obligation to provide short term salary continuation according to the above plan. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 16 shall survive termination of the Contract in the event of the Superintendent's disability.

17. RETIREMENT - The School District shall make employer contributions to the Michigan Public School Employees Retirement System ("MPERS") in accordance with applicable law.
18. VACATION - The Superintendent shall receive fifteen (15) days of vacation during the first Work Year, twenty (20) days during the second and third Work Years, and twenty five (25) days during the fourth Work Year, exclusive of legal holidays. Such days shall be taken at the Superintendent's discretion, but upon prior notice of scheduling same to the President of the Board of Education. Days hereby allocated for vacation shall solely be available for use during the school year to which they are attributable and shall lapse if unutilized during that school year, except that Superintendent shall be permitted to make use of up to five (5) vacation days not utilized in a given school year in the immediately succeeding school year, not to exceed twenty (25). There shall be no accumulation of unutilized vacation days for purposes of redemption or buy-out upon termination from employment.
19. INSURANCE BENEFITS - The School District shall not provide the Superintendent with any Medical, Dental and/or Optical Insurance, (nor shall the Superintendent receive any compensation in lieu thereof). The School District shall provide the Superintendent:
  - A. During the term of this Agreement, Group term life and accidental death and dismemberment insurance coverage in the amount of Three Hundred Eighty Thousand (\$380,000.00) Dollars; and
  - B. Long term disability insurance that provides the same coverage provisions applicable to other central office administrators but with a Ninety-Five Hundred (\$9,500.00) Dollars per month benefit payment, following a ninety (90) day waiting period.
20. SICK LEAVE - The Superintendent shall be entitled to eighteen (18) compensated sick leave days per school year, three (3) of which may be used for personal business to attend to matters that could not reasonably be accomplished outside the normal work week or work day. Any unused leave days will be permitted to accumulate, not to exceed 90 days. There shall be no accumulation of unutilized leave for purposes of redemption or buy-out upon termination from employment.
21. RELOCATION COSTS - The School District shall provide the Superintendent the sum of up to Seven Thousand (\$7,000.00) Dollars, within thirty (30) days of

commencing employment with the School District, as reimbursement for the various costs associated with relocating his residence from the State of Illinois to the State of Michigan to the extent same are qualified reimbursements under Section 132 of the Internal Revenue Code. The Superintendent shall provide the District with receipts substantiating such expenses in order for the District to comply with the IRS regulations for non taxable reimbursements of moving expenses.

22. 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, representations, promises, and/or communications between the parties concerning such subject matter, whether oral or written.
23. NON-RENEWAL OF CONTRACT - As recited in Paragraph 2 herein, this Contract shall terminate on June 30, 2016. The 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 this Contractual relationship is solely within the discretion of the Board of Education for the School District and notwithstanding anything to the contrary in this Agreement or otherwise, is not subject to arbitration proceedings.

By: \_\_\_\_\_  
Gerald D. Hill, Ph.D.  
Superintendent

**WEST BLOOMFIELD SCHOOL DISTRICT**

By: \_\_\_\_\_  
Bruce H. Tobin  
Its: President, Board of Education