

BLOOMFIELD HILLS SCHOOLS

CONTRACT OF EMPLOYMENT

This Agreement, made at Bloomfield Township, Michigan, as of ~~May~~ ^{JUNE 9} __, 2010, by and between Robert Glass, hereinafter referred to as the Superintendent, and Bloomfield Hills Schools, Oakland County, Michigan, hereinafter referred to as the School District.

Whereas, the parties hereto are mutually agreeable to entering into this Agreement for purposes of defining their rights and obligations with respect to the employment of the forenamed Superintendent by the School District.

IT IS AGREED AS FOLLOWS:

1. **Term.** This Agreement shall take effect on the 1st day of July 2010 and continue through the 30th day of June 2013 subject to extension and termination as provided in Paragraphs 4 and 9.
2. **Duties.** The Superintendent represents that s/he meets all Michigan requirements and holds all certificates necessary for employment by the School District in this position. The Superintendent agrees to perform his duties in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Bloomfield Hills Schools Board of Education (the "Board of Education"). The Superintendent shall also serve as the executive head of the School District. In addition to the general duties set forth above and as established by School District policies and regulations, the Superintendent shall:
 - a. Advise the Board of Education on matters pertaining to the school administration or to the School District and promptly report to the Board of Education all facts and information that would materially affect the business of the School District.
 - b. Attend each meeting of the Board of Education unless excused or excluded from a closed meeting.
 - c. Serve as ex officio non-voting member of each committee of the Board of Education.
3. **Evaluation.** The Board of Education shall review with the Superintendent his/her performance in accordance with Policies of the Board of Education.
4. **Extension.** This Agreement may be extended either by option of the Board of Education or by operation of law, as follows:
 - A. **Board Option.** The Board of Education, no later than the 1st day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education may establish the annual salary to be paid to the Superintendent for that school year but in no event will it be at a level less than the salary paid in the year immediately preceding extension year. All other items shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this Agreement to the Superintendent at least ninety (90) days before the Agreement's termination date, this Agreement will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 289 of 1995.

5. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in his/her position or any other administrative position in the School District but the Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Tenure Act.

6. **Compensation.** During the 2010-11 school year, the School District shall pay to the Superintendent an annual salary of \$180,000.00. During the 2011-12 school year, the School District shall pay to the Superintendent an annual salary of \$ 185,000. During the 2012-13 school year, the School District shall pay to the Superintendent an annual salary of \$190,000. The salary shall be paid in twenty-six (26) equal installments. The annual increases in compensation are conditioned upon the Superintendent receiving a satisfactory performance review from the Board of Education. In the event the annual performance review is unsatisfactory, the Superintendent will remain on his/her current salary schedule. When the performance review is satisfactory, the Superintendent would receive the next scheduled annual salary step. For example, if the performance review was not satisfactory in 2010-11, the annual salary for the 2011-12 school year would remain at \$180,000--the 2010-11 level; if the annual performance evaluation was satisfactory in the 2011-12 school year, the annual salary for the 2012-13 school year would be \$185,000—the scheduled 2011-12 level.

The parties agree that in the event the Superintendent or the Board of Education institutes "furlough days" and/or other cost control measures for administrative staff, the furlough days and/or other cost control measures will be applicable to the Superintendent and the salary will be reduced accordingly.

The parties understand and agree that the Superintendent shall be paid on a per diem basis (based on 260 days) for work performed during the transition period between the full-time assumption of duties under this Agreement and the completion of his duties with former employer.

7. **Medical Examination:** During each year of this Contract, the Superintendent shall have one medical/physical examination, the cost for which, if not covered by insurance, shall be paid by the School District. A copy of the report from the examination or a certificate of the physical certifying the fitness of the Superintendent shall be provided to the President of the Board as soon as it is available following the examination. The Board, at its expense, reserves the right to direct the Superintendent to an examining physician 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 but shall otherwise be maintained in confidence.

8. **Benefits.** Effective July 1, 2010 and continuing during the term of this Agreement, the Superintendent shall receive fully family health, dental and vision insurance at the same level as it provides its administrative staff under the terms of its contract with the Administrative staff for the respective calendar years. In addition to such benefits, the Superintendent is entitled to the following benefits:

A. **Vacation.** The Superintendent shall earn 22 vacation days in the 2010-11 school year (at the rate of 1.833 days per month); 25 paid vacation days in the 2011-12 school year (at the rate of 2.083 days per month); and 27 paid vacation days in the 2012-13 school year and thereafter (at the rate of 2.25 days per month). Vacation days for the current school year will be available on July 1 of each school year. Any unearned vacation days taken in advance of being earned will be deducted from the Superintendent's final paycheck at the time of termination.

B. **Life Insurance.** Beginning July 1, 2010, the Superintendent shall receive life insurance equivalent to three times his annual salary, contingent upon insurability as determined by a reputable insurance carrier or agent. If the Superintendent retires from the School District, the District will provide the Superintendent with group term life insurance until the Superintendent reaches the age of seventy (70) years, in the following amounts: a) From the date of retirement to the Superintendent's 65th birthday, one hundred percent (100%) of the benefit amount Superintendent was receiving at the time of his retirement; b) From the date the Superintendent reaches the age of 65 to his 70th birthday, fifty percent (50%) of the benefit; (c) This benefit will cease when the Superintendent reaches the age of seventy (70) years.

C. **Holidays.** The Superintendent will receive as a paid holiday the following days:

New Year's Day	Thanksgiving Day
	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
July Fourth	Labor Day
New Year's Eve	

D. **Annual Leave Days.** The Superintendent shall earn 1.25 leave days each month. The 15 leave days for the current school year will be available on July 1 of each school year. Such days may be used for personal illness, family illness, religious holidays, bereavement and personal days. Personal days are limited to three (3) days per school year. Any unearned annual leave days taken in advance of being earned will be deducted from the Superintendent's final paycheck at the time of termination. Upon retirement or voluntary separation of employment, unused leave days shall be forfeited.

F. **Annuity Plan.** At the end of each fiscal year, the Superintendent shall annually receive a tax-deferred annuity in an amount according to the following schedule: During the 2010 school year the Superintendent shall receive \$12,000; during the 2011 school year the Superintendent shall receive \$13,000; and during the 2012 school year the Superintendent shall receive \$14,000. If the Superintendent's employment is terminated during a school year, the tax deferred annuity payment will be prorated based on months of employment.

G. **Transportation.** The District grants the Superintendent permission to use the District fuel facilities for school related purposes such as business-related travel within the District, the metropolitan area or out of state trips. The District will reimburse the Superintendent for vehicle expenses including gas, oil changes, insurance (if not covered by

the District) and parts replacement or repair on any vehicle used by the Superintendent for school related purposes.

H. **Reimbursement of Expenses.** The Superintendent shall be reimbursed for reasonable and necessary expenses incurred for or on behalf of the School District, in connection with meetings with students, parents, employees, Board of Education members or visitors to the School District, or in other districts which the Superintendent may visit, provided the meetings are related to the interest of the School District. The Superintendent shall be reimbursed for dues in connection with appropriate professional and local civic and community organizations and for expenses incurred in attendance at appropriate educational and professional meetings at the local, state and national level. The Superintendent shall submit proper vouchers together with his request for reimbursement, which is subject to approval by the President of the Board of Education.

9. **Termination.**

A. **Board of Education.** The Board of Education may terminate this Agreement at any time during its term for any reason satisfactory to itself. If the Board of Education exercises this right, a severance of one-year base salary shall be paid to the Superintendent over the subsequent twelve (12) months using the then current payroll cycles or the amount of base salary remaining to be paid under the current term of this Agreement, whichever is less. This Agreement may also be terminated by the Board of Education at any time during its term in the event of the Superintendent's death, retirement, voluntary resignation of employment, or for just cause. For purposes of this Agreement, termination for just cause shall mean: (a) the Superintendent engaging in misconduct or a violation of Board of Education policies or directives; (b) gross negligence, breach of this Agreement, fraud, dishonesty; or the Superintendent's conviction of a felony; (c) failure to satisfy the continuing education requirements established by the State of Michigan Board of Education. The Superintendent shall be afforded an opportunity for a hearing before the Board of Education regarding termination if s/he desires. This hearing may be conducted in private session of the Board of Education at the option of the Superintendent. The Superintendent shall be permitted to attend this hearing with a legal representative of his/her own choosing at his/her personal expense.

B. **Superintendent.** The Superintendent may terminate this Agreement by giving the Board of Education at least sixty (60) days written notice of resignation.

10. **Indemnification.** The School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all suits, countersuits, actions and legal proceedings brought against the Superintendent in his/her capacity, or in his/her official capacity as an agent and employee of the district, provided the incident arose while the Superintendent was acting within the scope of his/her employment. The School District shall provide public liability insurance to cover legal expenses in defense of claims and payments of judgments resulting from his/her functioning as Superintendent and will reimburse him/her for any portion of such expense and judgments not covered by insurance. In no case will individual members of the Board of Education be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

11. **Other Engagements Outside the School District:** The Superintendent may not undertake consultative engagements, exchange programs or other similar undertakings unless the Board of Education gives its prior consent to such activities. In the event that participation in an educational exchange program is offered to the Superintendent, s/he shall request and secure the Board of Education's approval to participate in same in advance of committing to participate. Nothing herein shall prevent the Superintendent from accepting at his discretion speaking or lecturing engagements which promote the interest of the School District and concern educational subjects and which do not require the Superintendent's absence from the School District for more than one (1) day upon prior notice being provided by the Superintendent to the President of the Board.

12. **Miscellaneous Provisions.**

A. **Expenses.** The School District shall pay or reimburse the Superintendent for expenses incurred by the Superintendent in the continuing performance of his/her duties under this Agreement as permitted by State law, including but not limited to expenses incurred while attending appropriate professional meetings at the local and state level, provided that the Superintendent submits proper receipts or other proofs of all expenditures. National meetings that are to be reimbursed for expenses shall require advance approval by the Board of Education President. Monthly expense reports shall be approved by the Board of Education President prior to payment. Total annual expenses referenced in this paragraph shall not exceed the annual amount of budgeted by the School District without prior approval by the Board of Education.

B. **Conformity to Law.** This Contract of Employment is subject in all respects to the laws of the State of Michigan.

C. **Superseder Clause.** This Contract of Employment shall supersede any rules, regulations or practices of the School District or any contrary or inconsistent terms contained in any prior administrative contract which shall be contrary to or inconsistent with its terms.

D. **Savings Clause.** If any portion of this Agreement is determined to be illegal due to conflict with State or Federal law, the remainder of the Agreement shall remain in full force and effect. Further this Agreement does not constitute any obligations either written or implied for reemployment beyond the term set forth herein.

E. **Dispute Resolution.** In the event of a dispute between parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Unless otherwise agreed to writing, such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association ("AAA") for labor disputes which shall include discovery and subpoena powers. If the parties fail to agree upon any of the persons named in the initial list provided by the AAA, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall submit no less than three (3) additional lists until a mutually acceptable Arbitrator is selected. If the parties do not agree to an Arbitrator after the submission of no less than three (3) lists, the administrator shall submit a final list of three (3) arbitrators drawn from the entire labor arbitrator panel. The

parties shall then rank the arbitrators from one (1) to three (3). The Arbitrator with the lowest number, calculated by adding the rankings together, shall then be appointed. The arbitrator's fee and the expense of the American Arbitration Association shall be mutually shared by both parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures and seals as of the day and year first written above.

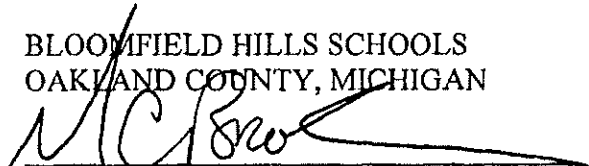
SUPERINTENDENT



Robert Glass

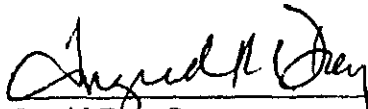
Dated: June 9, 2010

BLOOMFIELD HILLS SCHOOLS
OAKLAND COUNTY, MICHIGAN



Martin C. Brook, President
Bloomfield Hills Schools
Board of Education

Dated: 6/17/10



Ingrid Day, Secretary
Bloomfield Hills Schools
Board of Education

Dated: 6/9/10

FIRST ADDENDUM TO CONTRACT OF EMPLOYMENT

Mr. Robert Glass (the Superintendent) and the Bloomfield Hills Schools (the School District) are parties to a Contract of Employment (the Contract), dated June 9, 2010, pursuant to which the Superintendent serves as the District's superintendent of schools. The Superintendent and the District wish to amend the Contract according to this Addendum. THEREFORE, IT IS AGREED:

1. **Term.** The term of the Contract is extended until June 30, 2014.

2. **Evaluation.** The Superintendent's performance will be evaluated as determined by the Board of Education consistent with Michigan law. The Board of Education will complete the Superintendent's evaluation on or before March 1 of each year of his employment as the School District's superintendent of schools and may, in its discretion, evaluate the Superintendent more frequently than once a year. The Superintendent will notify the Board's President of this March 1 deadline, in writing, on or before February 1 of each year of his employment as the School District's superintendent of schools. The Superintendent may, at any time, request the Board of Education evaluate his performance as the School District's superintendent of schools and the Board of Education may grant the Superintendent's request.

3. **Compensation.** The Superintendent has offered to reduce his annual salary for the 2011-12 school year in light of the District's financial challenges. The Board of Education has agreed to accept the Superintendent's offer. Therefore, the Superintendent's annual salary for the 2011-12 school year will be \$171,000.00. The Board of Education will establish the Superintendent's annual salary for the 2012-13 and 2013-14 school years no later than the end of the month of May preceding each of those school years.

4. **The Contract.** Except as specifically stated in this Addendum, the Contract will remain in full force and effect.

THE SUPERINTENDENT

Robert Glass

Dated: 3/24/11

THE DISTRICT

By: *Ingrid M. Day*
Ingrid Day, President

Dated: 3-24-11

By: *Kate Pettersen*
Kate Pettersen, Secretary

Dated: 3/24/11

SECOND ADDENDUM TO CONTRACT OF EMPLOYMENT

Mr. Robert Glass (the Superintendent) and the Bloomfield Hills Schools (the School District) are parties to a Contract of Employment (the Contract), dated June 9, 2010, pursuant to which the Superintendent serves as the District's superintendent of schools. The Superintendent and the School District are also parties to a First Addendum to Contract of Employment (the First Addendum), dated March 24, 2011. The Superintendent and the District wish to amend the Contract and the First Addendum according to this Second Addendum. THEREFORE, IT IS AGREED:

1. **Term.** The term of the Contract is extended until June 30, 2015.
2. **Compensation.** The Superintendent's compensation for the 2012-2013 school year will be \$190,000.00.
3. **The Contract and First Addendum.** Except as specifically stated in this Addendum, the Contract and the First Addendum will remain in full force and effect.

THE SUPERINTENDENT

Robert Glass

Dated: _____

THE DISTRICT

By: _____
Ingrid Day, President

Dated: _____

By: _____
Rob Harner, Secretary

Dated: _____