

**WEST BLOOMFIELD SCHOOL DISTRICT**  
**SUPERINTENDENT'S EMPLOYMENT CONTRACT (2023)**

The Board of Education of the West Bloomfield School District (the Board) and the West Bloomfield School District (the District) wish to employ Dania Bazzi (the Superintendent) as the District's Superintendent of Schools.

The Superintendent wishes to serve the Board and the District as the District's Superintendent of Schools according to the terms of this Agreement. THEREFORE, IT IS AGREED:

1. Term. The Board and the District will employ the Superintendent from July 1, 2023 until June 30, 2027. Should the Board choose not to renew this Agreement at the end of its term, it will so notify the Superintendent in the manner required by Section 1229 of the Revised School Code. Otherwise, this Agreement will automatically renew for one more school year.

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 to re-employ her in another capacity, will not be considered a breach of this Agreement.

3. Qualifications. The Superintendent represents and warrants that she 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, including those required by Section 1246 of the Revised School Code.

4. Duties. The Superintendent represents and warrants that she 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, regulations, and as otherwise directed by the Board. The Superintendent will serve as the chief administrative officer of the District. The Superintendent will be entitled to present her recommendations to the Board on any subject under its consideration and serve as an ex officio member of any committee established by the Board; except for any committee established to investigate the Superintendent, evaluate her performance, or any alleged conflict of interest or misconduct on her part. Subject to Board approval, the Superintendent may select, transfer, organize, or reorganize District personnel, including administrative and supervisory personnel.

5. Salary and Other Compensation. The Superintendent's base salary for the period July 1, 2023 until June 30, 2024 will be \$204,500.00. The Superintendent's base salary will be paid in equal installments over the course of the school year. The Superintendent's base salary for the remaining term of this Agreement will not be reduced and may be increased following a

similar process to that used for other central office administrators. The Superintendent will also receive the following compensation:

A. TSA Contribution. For each full school year the Superintendent is employed as the District's Superintendent of Schools, the District will contribute, on her behalf, \$15,000.00 into a Tax-Sheltered Annuity Plan (TSA Plan) selected by the Superintendent. The Superintendent may also elect to contribute a portion of her base salary to the TSA Plan. However, the annual total contribution to the Superintendent's TSA Plan will not exceed the applicable contribution limits established by the Internal Revenue Code.

6. Fringe Benefits. The District will provide the Superintendent the following fringe benefits:

A. MPSERS. The District will assume the full costs of contributions to the Michigan Public Employees Retirement System, as required by law.

B. Insurance.

(1) The same medical, dental, and optical insurance coverage as Team Management Association (TMA) members.

(2) The District will pay the premium for a group life insurance and accidental death and dismemberment policy for the Superintendent with a maximum benefit level of \$400,000.00, subject to the policy's terms and conditions.

(3) The District will pay the premium for a long-term disability policy (LTD) for the Superintendent with a maximum benefit level of a Ten Thousand Dollar (\$10,000.00) per month benefit payment, following a ninety (90) day waiting period.

C. Vacation. The District will provide the Superintendent 25 paid vacation days per school year, exclusive of legal holidays, subject to prior written notice to the Board's President. The Superintendent may defer no more than 5 of her annual paid vacation days to the next school year, during which she must either take them or cash them out at her then per diem rate (calculated by dividing her base salary by 260). Deferred vacation days that are not taken or cashed out by the end of the school year into which they were deferred are forfeited. The Superintendent will notify the District's business office, in writing and no later than 30 days after the end of each school year, of any deferred vacation days and, in the absence of such notification, will be deemed to have used all vacation days available to her.

D. Holiday and Leave Days. The same paid holiday and leave days as TMA members.

E. Administrator/Transportation Allowance. The Superintendent shall have their personal car available for District business when necessary. The transportation allowance of Six Thousand Six Hundred Twenty-Five Dollars (\$6,625.00).

The Superintendent will elect one of three options for the transportation allowance pay out:

- The allowance can be added into their compensation, prorated and paid on a monthly basis.
- The prorated monthly allowance can be deposited into one of the District's approved tax deferred annuities and custodial accounts (403b/457b Plan) on a monthly basis.
- The prorated monthly allowance can be deposited into an HSA account, if available, on a monthly basis.

Reimbursement for mileage within the tri county area is covered in the transportation allowance. Trips outside the metro area will be at the mileage rate established by the Internal Revenue Service.

7. Expenses. The District will reimburse the Superintendent for reasonable and necessary expenses incurred on District business upon her presentation of an itemized expense statement. However, the District will not reimburse the Superintendent for expenses incurred outside the State of Michigan and outside the United States without the Board's advance approval.

8. Other Work and Interests. The Superintendent will not accept any outside work or employment during the term of her employment as the District's Superintendent of Schools, including, but not limited to, leadership positions in school or community-related organizations. The Superintendent will not continue or acquire any business or other interests that, in the Board's judgment, interfere or conflict with the performance of her duties to the Board and the District.

9. Professional Development. The District will pay or reimburse the Superintendent for reasonable and appropriate professional organizations and activities for which she has obtained written pre-approval from the Board's President.

10. Evaluation. The Board or its designates will meet with the Superintendent to develop or select a mutually agreeable instrument for the Superintendent's evaluation that is consistent with Sections 1249b and 1250 of the Revised School Code; provided, however, in the absence of mutual agreement the Board will develop or select the evaluation instrument. The Board's evaluation of the Superintendent's performance for the 2023-2024 school year will be

completed by or near June 30, 2024. Thereafter, the Superintendent's performance evaluation will be completed on or before February 20 of each year. The Superintendent will remind the Board of its obligation to evaluate her performance by so notifying the Board's President in writing on or before January 10 of each year. After the evaluation is completed, the Superintendent will, upon request, be provided an opportunity to meet with the Board to discuss the evaluation.

11. Indemnification. To the maximum extent permitted by law, the District will defend and indemnify the Superintendent in the event she becomes a party to or is threatened to be made a party to any civil action for acts or omissions within the scope of her employment as Superintendent of Schools. The Superintendent will immediately notify the Board's President of any request for defense or indemnification. The Board and the District have the right to conduct the defense of any civil action for which the Superintendent requests defense or indemnification and the Superintendent will fully cooperate with the Board and the District in such defense. The paragraph survives the expiration of this Agreement.

12. Resignation or Termination. The Superintendent may terminate this Agreement during its term by providing the Board's President with 180 days advance written notice. The Board or the District may terminate this Agreement during its term for reasonable and just cause without any further obligation or liability to the Superintendent for salary, remuneration, or fringe benefits.

13. Limitations of Actions. The Superintendent, the Board, and the District agree that any claims, demand, action, or cause of action whatsoever asserted by the Superintendent arising from or relating to her application, employment, or termination must be asserted and filed no later than 180 calendar days from the date the claim, demand, action, or cause of action accrued or no later than 180 days from the termination of the Superintendent's employment, whichever is sooner (unless the applicable limitations period is shorter, in which case the shorter limitations period will apply). The Superintendent, the Board, and the District waive any longer limitations period.


14. Final and Binding Arbitration. The Superintendent, the Board, and the District agree that any claim, demand, action, or cause of action whatsoever arising from or relating to this Agreement, the Superintendent's application, employment, or termination, or the performance or breach of this Agreement will be submitted to final and binding arbitration according to the American Arbitration Association's Employment Arbitration Rules and Mediation Procedures. Any party may move for the entry of judgment on the arbitrator's award in the Oakland County Circuit Court. The parties understand and agree this paragraph means that, to the extent permitted by law, they are waiving their right to file an administrative complaint or civil action concerning all covered claims, demands, actions, or causes of action and are waiving any right they may have to a jury trial.

15. Waiver of Breach. The parties agree the Board and the District will not waive any breach of any provision of this Agreement except in writing and that such a waiver, if it does occur, will not waive future breaches.


16. Severability and Savings. If a court of competent jurisdiction holds that any paragraph, subparagraph, or provision of this agreement is illegal or unenforceable, the remaining paragraphs, subparagraphs, and provisions will remain in full force and effect.

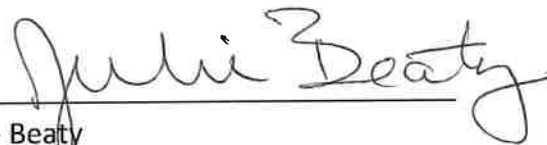
17. Entire Agreement. This Agreement is the parties' entire agreement and supersedes any other prior or contemporaneous understanding or agreement, verbal or written. This Agreement may not be modified or rescinded except by another written agreement, signed by both parties and approved by the Board in public meeting.

THE SUPERINTENDENT

  
Dania H. Bazzi, Ph.D.  
Dated: 6.15.23

THE BOARD OF EDUCATION

By:   
Stacy Brickman  
Its: President  
Dated: 6.19.23

By:   
Julie Beaty  
Its: Secretary  
Dated: 7.13.23