



# Office of the Superintendent

923 E. Kearsley Street • Flint, MI 48503 • Phone (810) 760-1249 • Fax (810) 760-7450

**Mr. Bilal Tawwab**  
Superintendent

\*\*\*\*\*

**Monaca Wood**  
Executive Assistant  
mwood@flintschools.org

## DELIVERY VIA ELECTRONIC MAIL

August 12, 2016

Alexa Malesky  
Mackinac Center for Public Policy  
P.O. Box 568  
Midland, MI 48640  
Email: malesky@mackinac.org

Dear A. Malesky:

This will respond to your Freedom of Information Act Request MCL 15.231 *et seq.* (the FOIA) received by Flint Community Schools on August 8, 2016, via electronic mail.

You requested the following information:

- "Current superintendent contract in effect in your district."

The records that you requested have been retrieved to the extent Flint Community Schools has such documentation. Attached to this response you will find the contract for Mr. Bilal Tawwab.

If, by chance, Flint Community Schools has misinterpreted any of your request, please contact me immediately for further clarification. However, if you should wish to appeal this FOIA response, please refer to Michigan law MCL 15.240 that outlines your rights.

There is no charge for responding to this request.

Sincerely,

Monaca Wood, Executive Assistant  
Acting FOIA Coordinator

# **EMPLOYMENT AGREEMENT**

**Between**

**BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE  
CITY OF FLINT**

**And**

**BILAL TAWWAB**

Effective: 8-4-, 2015

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**AGREEMENT** made this 4<sup>TH</sup> day of AUGUST, 2015, by and between the **School District of the City of Flint, Genesee County, Michigan** (hereinafter referred to as the "District"), by its governing body, the **Board of Education of the School District of the City of Flint**, (hereinafter referred to as the "Board"), and **Bilal Tawwab** (hereinafter referred to as the "Superintendent").

## **WITNESSETH**

**WHEREAS**, the District desires to employ Bilal Tawwab as the Superintendent of the District; and

**WHEREAS**, Bilal Tawwab is willing to serve as the Superintendent of the District; and

**WHEREAS**, the parties have reached an agreement regarding the terms and conditions of Bilal Tawwab's employment and want those terms to be specified in this document (hereinafter "Agreement").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **ARTICLE 1. EMPLOYMENT**

The District hereby employs Bilal Tawwab to serve in the position of Superintendent of Schools for the District. The Superintendent agrees to perform those duties described herein, assigned to him in connection with the administration of the District by the Board of Education, and as may otherwise be prescribed by law, in accordance with the Bylaws and Policies of the Flint Board of Education.

### **ARTICLE 2. TERM**

This Agreement shall be effective upon execution, and continue through June 30, 2017, notwithstanding any provisions to the contrary in the Revised School Code of Michigan, unless earlier terminated in accordance with Article 7, below. This Agreement will automatically be extended for successive one (1) year periods, unless, on or before April 30 of each year, the Board, in its sole discretion, notifies the Superintendent that the Agreement will not be extended.

### **ARTICLE 3. QUALIFICATIONS**

The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including but not limited to the regulations of the Department of Education and those required by the Board, to serve in the position of Superintendent. Additionally, the Superintendent agrees, as a condition

of his continued employment, to meet all continuing education requirements for the position of Superintendent, as may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent as required herein, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder.

#### **ARTICLE 4. DUTIES**

The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including the duties described in **Appendix A**, attached hereto, and Board policy 2120, which is incorporated by reference. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the District during the entire term of this Agreement. The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

#### **ARTICLE 5. COMPENSATION**

A. The Superintendent shall be paid an annual base salary for the 2015-2016 school year of One Hundred Sixty Thousand Dollars (\$160,000.00), prorated for the 2015-2016 school year.

B. The Superintendent's annual base salary for 2016-2017 shall be \$165,000.00.

C. The annual base salary shall be paid in twenty-six (26) equal bi-weekly installments.

D. If this Agreement continues beyond June 30, 2017, future increases in salary, if any, will be determined in the sole discretion of the Board. However, Employee's base salary shall not be reduced below the base salary in the immediately preceding year, unless mutually agreed to by the parties.

E. During the term of this Agreement, in addition to the annual base salary provided herein, the parties may mutually agree to a merit pay plan for the Superintendent which is based upon measurable performance objectives and criteria.

#### **ARTICLE 6. FRINGE BENEFITS**

The Board shall provide the Superintendent with the following fringe benefits:

A. The Board shall provide Superintendent insurance benefits of the same type as provided to other exempt administrative employees, pursuant to the District's established policies and practices and only as allowed by Public Act 152 of 2011, consisting of health, dental, vision, group term life, long-term disability, and accidental death and dismemberment coverage.

B. Additional term life insurance in the amount of \$100,000.00.

C. Fifteen (15) vacation days for the 2015-2016 school year, and on July 1 of each year thereafter. These days shall be in addition to the holidays recognized by the District. Unused vacation days may be accumulated from year to year, up to a maximum of one hundred (100) days, to provide income during periods of incapacity prior to the commencement of long-term disability insurance coverage only. Not more than twenty-five (25) vacation days may be utilized in any year unless time off is due to the illness or injury of the Superintendent. Unused vacation days shall be paid out to Employee upon termination of employment, unless the termination is for cause. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board, or its designee. Such approval shall not be unreasonably withheld.

D. Twelve (12) sick and emergency leave days for the 2015-2016 school year, and on July 1 of each year thereafter. Sick and emergency leave days may only be used in the event of time off due to the illness or injury of the Superintendent or a member of the Superintendent's immediate family. Unused sick and emergency leave days may be accumulated from year to year, up to a maximum of ninety (90) days, to provide income during periods of incapacity prior to the commencement of long-term disability insurance coverage. Unused sick and emergency leave days shall be paid out to Employee upon termination of employment, unless termination is for cause.

E. Three (3) personal days for the 2015-2016 school year, and on July 1 of each year thereafter. Personal days must be used within the fiscal year for which they are made available, and the Superintendent shall not receive any additional compensation as payment for unused personal days. The Superintendent shall schedule use of personal days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of personal days is subject to the approval of the Board, or its designee.

F. The Superintendent will be eligible to participate in the MPSERS retirement plan in accordance with the summary plan description.

G. The Superintendent shall receive a tax-deferred annuity payment [403(b)] in the amount of Ten Thousand Dollars (\$10,000.00), paid in twenty-six (26) equal installments, during each school year. The annuity payment shall be deposited in an annuity fund selected by the Superintendent in accordance with the District's 403(b) plan.

H. The Board shall provide the Superintendent with a mid-size General Motors automobile for use without limitation for business purposes. The District will pay all costs of insurance, gasoline, maintenance, registration, fees and taxes of said vehicle, as well as alternative transport during the period when said vehicle is out of service. The Superintendent shall accurately document and maintain a record showing all personal use of said vehicle, and shall provide such information to the Business Office on a quarterly basis. In lieu of an automobile provided by the District, the Superintendent may elect to receive an automobile allowance in the amount of \$700.00 per month.

## **ARTICLE 7. TERMINATION**

A. This Agreement may be terminated by the Superintendent at any time provided, however, that the Superintendent gives the District at least three (3) months prior written notice of voluntary termination. Such notice of voluntary termination shall be by certified mail, return receipt requested, or by registered mail, to the President of the Board of Education at the registered office of the District. The failure by the Superintendent to provide such notice of voluntary termination shall cause him to forfeit any accrued paid time off to which the Superintendent is entitled at the time this Agreement is terminated. Upon the receipt by the District of the Superintendent's notice of voluntary termination, the District may, in its sole discretion, immediately effect the voluntary termination of the Superintendent's employment. Any voluntary termination of this Agreement by the Superintendent as described in this provision shall terminate the rights and obligations of each of the parties. Should the District immediately terminate the Superintendent's employment, the District shall pay the Superintendent all salary and benefits which he otherwise would have received up to the proposed termination date, not to exceed three (3) months.

B. This Agreement may be terminated by the District as follows:

1. At any time, without cause and without prior notice to the Superintendent, provided that, in such event, the District shall be required to pay the Superintendent severance pay in an amount equal to the annual salary, and the value of benefits to which the Superintendent is entitled, which is due to the Superintendent under this Agreement for the remaining term of this Agreement as though the same had not been terminated by the Employer. Furthermore, a determination by the Board not to extend this Agreement under Article 2, B shall not be deemed a termination without cause under this subsection. The severance compensation shall be made in monthly payments which shall commence after a written severance agreement and release has been executed by the parties. Monthly severance compensation shall be reduced or offset by the amount or value of income and benefits received by the Superintendent from another employer.

In consideration of any severance compensation paid by the District under the terms of this section, the Superintendent agrees to release the District, and each of its officers, employees, agents, trustees, successors and assigns, from any and all actions, suits, claims, or demands related to the Superintendent's employment by the District, including, without limitation, suits or claims for breach of contract, wrongful discharge, race, gender, age, or disability discrimination under any state or federal statute, or the violation of any

other state or federal statute, or claims under any State of Michigan common law doctrines, or any tort claims, and shall execute a written Severance Agreement providing for such release of claims.

2. Upon the Superintendent's death, or "total disability" for a period in excess of six (6) consecutive months. If the Superintendent does not return to full-time active employment with the District for a period of at least three (3) consecutive months, then any subsequent disability shall be considered a continuation of the original disability for purposes of this Agreement. "Total disability" shall be defined as a condition resulting from injury or illness, physical or mental, experienced by the Superintendent which commences or occurs during the term of this Agreement and which prevents the Superintendent, in the written opinion of a physician selected by the District, from performing the ordinary and regular duties required by his employment. The District shall be required to give the Superintendent at least thirty (30) days advance written notice of the District's intent to terminate the employment of the Superintendent based upon total disability.

3. For "just cause" upon thirty (30) days written notice to the Superintendent by the District which specifies the reason(s) or cause(s) for discharge. "Just cause" shall be defined, for purposes of this Agreement, as misconduct, serious violation of the District's policies, regulations and rules, failure by the Superintendent to render and perform services to the District in accordance with his obligations under this Agreement, failure of the Superintendent to perform at a level which meets the expectations of the District, conviction of a Listed Offense under MCL 380.1230 and 380.1230(a), acts of moral turpitude, dishonesty, fraud, a felony conviction, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of the Agreement.

4. In the event that the Superintendent is no longer qualified or does not possess the requisite credentials and certifications under the laws of the State of Michigan and all accrediting agencies to serve as Superintendent, or is prohibited from being employed by the District under the laws of the State of Michigan.

C. In the event that the Board takes action to dismiss the Superintendent for cause under subsection B, 3 during the term of this Agreement, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board upon written request by the Superintendent. In the event of the Superintendent's termination of employment, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder, unless otherwise prescribed herein.

## **ARTICLE 8. EXPENSE REIMBURSEMENT**

A. The District shall reimburse the Superintendent for actual and necessary receipted expenses approved by the District's Board of Education and incurred by the Superintendent in the discharge of his official duties in the performance of functions authorized by the Board of Education, not to exceed \$5,000.00 each school year. The Superintendent shall comply with all reporting and recording requirements regarding



expenditures and benefits provided by the District to the Superintendent under the United States Internal Revenue Code, as amended, and any rules and regulations thereunder. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board (or its designee). The Treasurer will review such expenditures on a quarterly basis to determine appropriateness of same.

B. The Superintendent may attend professional meetings, conferences, seminars, and college courses at local, state and national levels as approved by the Board (or its designee). All expenses of said attendance are to be paid by the District. The District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), the MASA Region in which the School District is located, the Middle Cities Education Association (MCEA), National Alliance of Black School Educators (NABSE), the dues of local social, civic and fraternal organizations as approved by the Board (or its designee), as well as membership dues of other appropriate affiliations as approved by the Board (or its designee).

C. The Board will reimburse the Superintendent for actually incurred moving expenses in an amount not to exceed Three Thousand Dollars (\$3,000.00).

#### **ARTICLE 9. INDEMNIFICATION**

A. The District agrees to indemnify and hold harmless the Superintendent from all liability related to the services provided by the Superintendent to the District during the term of this Agreement.

B. 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, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations.

C. The Board shall include the Superintendent as an insured on all policies of liability insurance, which may provide coverage for legal expenses and judgments in the defense of claims resulting from his functioning as Superintendent. The District will indemnify and hold harmless the Superintendent from any expenses and judgment not covered by insurance, in accordance with the District's then existing policies and practices pertaining to other exempt administrative employees. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

#### **ARTICLE 10. EVALUATION**

A. The Superintendent's performance shall be evaluated by the Board at least annually by January 31<sup>st</sup>, using the criteria and an evaluation process established by the

Board. Interim evaluations of the Superintendent's performance may be performed, at the discretion of the Board.

B. During the employment of the Superintendent, the Board and its members will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

#### **ARTICLE 11. INCAPACITY**

A. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his position, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

B. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

C. The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

D. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Agreement may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

E. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

#### **ARTICLE 12. MEDICAL EXAMINATION**

The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder or third party providing insurance specified under this Agreement.

Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at the Board's expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

### **ARTICLE 13. RESIDENCY**

The Superintendent shall establish and maintain actual residence and legal domicile in accordance with the District's Residency Policy and applicable Michigan law.

### **ARTICLE 14. DISPUTE RESOLUTION**

#### **A. CLOSED SESSIONS.**

Pursuant to section 8(a) of the Michigan Open Meetings Act, the Superintendent hereby requests that any and all meetings of the Board to consider the dismissal, suspension, or discipline of the Superintendent, to hear complaints or charges brought against the Superintendent, or to consider the periodic personnel evaluation of the Superintendent shall be held in closed session. This provision shall remain in full force and effect until such time as the Superintendent, in his discretion, rescinds this request by written notice to the President of the Board.

#### **B. ARBITRATION.**

Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that the District violated any state or federal statute, including, but not limited to: the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Freedom of Information Act, the Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964, all as amended; Michigan common law doctrines; or tort claims relating to the employment relationship with the District shall, upon the request of the party involved, be submitted to and settled by binding arbitration in the State of Michigan pursuant to the Michigan Arbitration Act, MCL 600.5001 *et seq*, MCR 3.602, and shall be subject to the following terms:

1. The parties hereto specifically agree to arbitrate with the other party in a joint proceeding with regard to all common issues and disputes. As such, neither party may litigate such claims against each other in court. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

2. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement. The demand for arbitration shall be made within a

reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable Michigan statute of limitations.

3. The parties shall have the right to be represented by counsel.

4. The parties shall be permitted pre-hearing discovery in the time and manner provided by the Michigan Court Rules.

5. An arbitrator shall be mutually selected by the parties, and shall be impartial to the matter. If an arbitrator cannot be agreed upon, the Genesee County Circuit Court will be asked to select the arbitrator. The arbitrator shall be sworn to hear and decide the matter fairly.

6. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

7. This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims it, he or she is entitled. The parties shall share equally the fees and costs of the arbitrator. Each party will deposit funds or post other appropriate security for its, his or her share of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of hearing. Each party shall pay for its, his or her own costs and attorney fees, if any. However, in the sole discretion of the arbitrator, he/she may require either party to pay the total expense of the arbitration proceedings, including attorney fees, if the arbitrator determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic. In no event shall an award of attorney fees exceed the highest hourly rate of the District's attorneys or the District's total legal fees. If any party prevails on a statutory claim which entitles the prevailing party to attorney fees, or if there is a written agreement providing for fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute or agreement.

8. Any award by the arbitrator shall be final, conclusive, and binding upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction. Upon the entry of an arbitral award in favor of the Superintendent, the District shall have thirty (30) days after its receipt of such award within which to fully comply with the same, and a judgment may not be entered to enforce such award until such time as the District has had a reasonable opportunity to comply with the arbitral award in accordance with this provision.

#### **ARTICLE 15. NO ACQUISITION OF TENURE**

The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Agreement or any

employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

**ARTICLE 16. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the District and the Superintendent and supersedes any previous oral or written understandings and agreements. No amendments, additions or other modifications of this Agreement shall be binding upon the parties, unless in writing and signed by both parties.

**ARTICLE 17. NON-ASSIGNABILITY**

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

**ARTICLE 18. INVALIDITY**

The invalidity of all or any part of any paragraph, section, sections, or paragraphs shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated, unless the elimination of such section, sections, or paragraphs shall substantially defeat the intents and purposes of the parties hereto.

**ARTICLE 19. CONTROLLING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

**SUPERINTENDENT:**



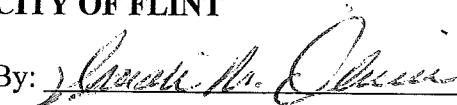
Bilal Tawwab

Dated: \_\_\_\_\_

8/4/15

**EMPLOYER: BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT OF THE  
CITY OF FLINT**

By: \_\_\_\_\_



Isaiah Oliver

Its: President, Flint Board of Education

Dated: 8/4/15

## APPENDIX A

### TO

### SUPERINTENDENT EMPLOYMENT AGREEMENT

#### Essential Duties

The essential duties and responsibilities of the Superintendent shall be:

1. To serve as administrative head of the entire District and chief executive officer of the Board, in charge of both educational and business functions;
2. To keep the Board continually informed on the progress and condition of the schools;
3. To carry out policies and rules of the District;
4. To initiate matters of educational policy and to make definite recommendations thereon;
5. To recommend the number and types of positions required to provide proper personnel for the operation of education programs;
6. To nominate for appointment, assignment, transfer or termination and to define the duties of all personnel;
7. Recommend, in writing, the teachers necessary for the schools; and

#### General Duties

The general duties of the Superintendent shall be:

1. To administer the development and maintenance of a positive educational program designed to meet the needs of the community, to keep abreast of the best educational developments and to advise regarding changes in programs;
2. To supervise the preparation of the annual budget and to recommend it to the Board for consideration;
3. To advise and recommend in matters of business administration; to pass upon all proper requests for equipment and supplies, to point out possible economies and to supervise activities of the District;

4. To conduct a continuous study of the development and needs of the schools and to keep the public adequately informed concerning his/her findings;
5. To assure that District finances are credited with interest earned by tax money on deposit with the county treasurer by executing written agreement with the county treasurer;
6. Put into practice the educational policies of the District;
7. Supervise and direct the work of the teachers and other employees of the District;
8. Classify and control the promotion of students;
9. Recommend to the Board the best methods of arranging the courses of study;
10. Recommend to the Board the proper textbooks to be used;
11. Make written reports to the Board;
12. Make written reports to the state; and
13. Assist the Board in matters pertaining to the general welfare of the District.
14. To perform such other duties as may be directed by the Board of Education.