

**EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**SCHOOL DISTRICT OF THE CITY OF INKSTER**  
**AND**  
**MISCHA G. BASHIR**

THIS AGREEMENT is dated as of July 10, 2011, and is between the School District of the City of Inkster (hereafter referred to as "the District"), County of Wayne, State of Michigan, and Mischa G. Bashir (hereafter referred to as "the Superintendent").

WHEREAS, the District is a duly authorized and established general powers school district in the State of Michigan pursuant to the authority of Act 451 of the Public Acts of Michigan of 1976, as amended; and

WHEREAS, the District desires to employ the Superintendent; and

WHEREAS, the Superintendent desires to be employed as the Superintendent for the District;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

**I. TERM OF AGREEMENT**

1. **Term of Agreement.** The term of this Agreement shall be for a period of three (3) years, beginning August 8, 2011, and ending June 30, 2014, unless terminated or extended as hereinafter provided.

2. **Termination.** This Agreement may be terminated by the District's Board of Education (hereafter referred to as "the Board") 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 is limited to the following: (a) the Superintendent engaging in misconduct or a violation of Board policies which violation results in a material adverse effect on the District or its operations; (b) gross negligence, fraud, dishonesty, or the Superintendent's conviction of a felony; (c) failure to maintain the credentials and qualifications, or to satisfy the continuing education requirements for the position of Superintendent as established by the Board and the Michigan Department of Education; or (d) unsatisfactory performance as determined by the Board.

The Superintendent shall be afforded an opportunity for a hearing before the Board regarding termination if she desires. This hearing shall be conducted in executive session of the Board at the option of the Superintendent. The Superintendent shall be permitted to attend this hearing with a legal representative of her own choosing at her personal expense.

The Superintendent may terminate this Agreement by giving the District at least sixty (60) days written notice of resignation. Upon receipt of a notice of resignation from the

Superintendent, the District will take immediate action to seek a replacement. Any notice of resignation given after July 1 of any fiscal year and intended to be effective prior to June 30 of such fiscal year need not be accepted for up to ninety (90) days after notice is received by the District unless and until a replacement satisfactory to the District has been secured.

3. Non-Renewal. The Board in its sole discretion and with or without cause may decline to renew this Agreement beyond the three (3) year term set forth above. The Board shall provide the Superintendent with at least ninety (90) days prior written notice of non-renewal. If written notice of non-renewal of this Agreement is not provided at least ninety (90) days before the termination of this Agreement, the Agreement shall be renewed for an additional one (1) year period. The Board has no obligation to set forth any reason for the decision to not renew this Agreement.

4. Non-Tenure. It is mutually understood and agreed between the Superintendent and the District that the position of Superintendent is a no-tenure position under the laws of the State of Michigan, specifically, the Michigan Teachers' Tenure Act, and the Superintendent shall not be deemed to achieve continuing tenure in the position of Superintendent or any other administrative position in the District.

## II. REPRESENTATIONS

The Superintendent represents that she has satisfied all State of Michigan continuing education requirements established by Michigan Department of Education and holds all certificates required by law for employment by the District as Superintendent.

## III. SUPERINTENDENT'S DUTIES

The Superintendent agrees to devote her full time, efforts, skills and labor to her duties as Superintendent as directed by the Board and as required by law. Subject to prior Board approval, the Superintendent may undertake other work during the term of this Agreement, provided the other work does not significantly interfere with the time and effort necessary to perform her duties under this Agreement. The Superintendent shall consult with the Board before undertaking any activity which would significantly limit the performance of the duties set forth in this Agreement.

The Superintendent will serve the District and perform the duties of Superintendent of Schools as directed by the Board and as required by the laws of the State of Michigan. The Superintendent will act in a competent and professional manner and will obey and fulfill the policies, rules and regulations as established by the Board and will carry out its programs and policies during the term of this Agreement. The Superintendent shall perform such other duties, responsibilities and assignments as may from time to time be directed by the Board.

- A. The Board of Education recognizes the Superintendent's responsibility to manage the District's day-to-day affairs. The Board of Education will not interfere with the Superintendent's responsibility to manage the District's day-to-day affairs.

- B. Within the first 30-60 days after the execution of this Agreement, the Superintendent shall be able to establish position(s) and/or hire consultant(s) as a part of her management team, after providing a financial basis to the Board for compensating these position(s)/consultant(s).
- C. Except as specifically set forth, paragraph A does not limit or restrict the authority of the Board of Education.

#### IV. COMPENSATION AND BENEFITS

1. Compensation. The District shall pay the Superintendent at a rate of One Hundred Fifty Thousand (\$150,000.00) Dollars annually. This rate of salary shall be effective for the period August 8, 2011, through June 30, 2014. The Superintendent's annual salary shall be paid in twenty-six (26) installments, but may be changed by mutual agreement of the parties. Further, the District will make an annual contribution on the Superintendent's behalf to a Tax Sheltered Annuity (TSA) chosen by the Superintendent and approved by the Board in the amount of \$7,500.00. The Superintendent may elect, in writing, to contribute a portion of her base annual salary to the TSA; provided that, in no event, will the total annual amount contributed to the TSA by the Superintendent and the District exceed the limits established by the Internal Revenue Code, as those limits now exist or may be modified, in which case employee deferrals for the year will be reduced or limited first.

The Superintendent's annual salary shall be fixed for the term of this Agreement. Should this Agreement be extended, the District will pay the Superintendent for any extended period at a salary not less than the salary paid during the first year of this Agreement. The terms of any extended Agreement shall be subject to negotiation between the parties.

The Superintendent's annual salary and annuity payment shall constitute full and complete compensation for all services rendered by the Superintendent to the District, including but not limited to performing services as a member of any committee designated by the Board and any and all other duties related and inherent to the position of the Superintendent of Schools as required by the Board.

2. Benefits.

(a) Fringe Benefits. The Superintendent shall have the right to receive and/or participate in any fringe benefits, including short-term and/or long-term disability benefit plans, pension or other similar benefit plans which may be created or established by the District from time to time for the benefit of key administrative or management employees of the District.

(b) Transportation/Car Allowance. Understanding that the Superintendent will have substantial need for professional and business transportation incident to the performance of professional services as Superintendent, the District agrees to provide the Superintendent during the term of this Agreement with an automobile allowance of Four Hundred Thirty-Five (\$435.00) Dollars per month, so long as she occupies the position of Superintendent for the District. The Superintendent shall be responsible for her own gasoline and other costs related to her automobile.

(c) Vacation. The Superintendent shall be entitled to twenty-five (25) days of vacation during each employment fiscal year. Such vacation days shall accrue immediately on the anniversary date of this Agreement, and shall carry over from year to year. Such vacation shall be scheduled by the Superintendent at the convenience of the District and at such time or times as may be authorized by the Board.

In the event of the termination of this Agreement and the employment of the Superintendent, the Superintendent may be compensated up to, but not in excess of, twenty-five (25) of the available accumulated vacation days, at her per diem rate, upon leaving the District. Provided, however, if the Superintendent accumulates in excess of twenty-five (25) vacation days solely due to the denial of vacation time by the Board because of the needs or preferences of the District, the Superintendent may also be compensated for up to a maximum of seven (7) of such excess accumulated days.

(d) Personal Leave Days. The Superintendent shall be entitled to three (3) personal days per year, with pay, to attend to personal business. Such personal days shall accrue immediately on the anniversary date of this Agreement, and shall carry over from year to year.

In the event of any termination of this Agreement and the employment of the Superintendent, the Superintendent may be compensated up to, but not in excess of, three (3) of the available accumulated personal leave days, at her per diem rate, upon leaving the District. Provided, however, if the Superintendent accumulates in excess of three (3) personal leave days solely due to the denial of personal leave days by the Board because of the needs or preferences of the District, the Superintendent may also be compensated for up to a maximum of six (6) of such excess accumulated days.

(e) Sick Leave. The Superintendent shall be entitled to twelve (12) sick leave days per year, with pay. Such sick leave days shall accrue immediately on the anniversary date of this Agreement, and shall carry over from year to year.

In the event of any termination of this Agreement and the employment of the Superintendent, the Superintendent may be compensated up to, but not in excess of, twelve (12) of the available accumulated sick leave days, at her per diem rate, upon leaving the District. Provided, however, if the Superintendent accumulates in excess of twelve (12) sick leave days solely due to the denial of sick leave days by the Board because of the needs or preferences of the District, the Superintendent may also be compensated for up to a maximum of seven (7) of such excess accumulated days.

(f) Holidays. The Superintendent shall receive all Board-approved paid holidays granted to District employees.

(g) Expenses. The District agrees to reimburse Superintendent for all reasonable expenses previously approved by the Board and actually incurred by the Superintendent in the performance of her duties. The Superintendent shall submit a monthly report to the Board of all expenses incurred. Requests for reimbursement of expenses must be submitted in a timely

manner and must include a description of all expenses, the reason for the expenses, and supporting documentation.

(h) Michigan Public School Employee's Retirement System (MPSERS). The District will pay into MPSERS the percentage contribution which the District is mandated by law to pay on behalf of its employees who are member participants.

(i) Term Life Insurance. The District shall provide the Superintendent with term life insurance coverage in the amount of \$150,000 at no cost to the Superintendent, subject to the terms of the carrier and the Superintendent's insurability.

## V. EVALUATION

The Superintendent shall be evaluated by the Board of Education annually during each year of this Agreement. The evaluation instrument and process to be used will be developed by the Board with input from the Superintendent. Specific performance objectives shall identify specific objectives to be undertaken and resources necessary to complete objectives, measurement instruments to be used to assess progress and timelines for the completion of each objective. Said evaluation shall be in written form and shall identify significant accomplishments and/or specific areas in which improvement is required. In the event that the evaluation identifies deficiencies in the Superintendent's performance, the Board shall also identify, in writing, specific suggestions for improvement.

In addition to the formal, written evaluation of the Superintendent's performance, the Board and the Superintendent shall meet at least quarterly during each year of the contract for the purpose of reviewing progress toward the established performance objectives. Said quarterly review sessions shall be considered part of the evaluation process.

The formal, written evaluation of the Superintendent's performance shall not be completed by the Board of Education until after the close of the third quarter of any school year.

## VI. INDEMNIFICATION

The Board shall indemnify and defend the Superintendent in the event she becomes a party or is threatened to be named a party in any civil suit for acts or omissions occurring while in the course of her employment and while acting within the scope of her authority as the Superintendent. Whenever a judgment for damages is awarded against the Superintendent as a result of a civil action for personal injuries or property damage caused by the Superintendent while in the course of her employment and while acting within the scope of her authority, the Board shall pay, settle, or compromise the judgment and pay all expenses related to the litigation, including reasonable attorneys' fees of Board-selected counsel. The aforementioned shall cover the Superintendent after she retires for any acts or omissions occurring while in the course of her employment and while acting within the scope of her authority as Superintendent.

## VII. CONFLICTS OF INTEREST

The Superintendent will faithfully serve the District and its best interests to the extent required by this Agreement and by law. The Superintendent will not, directly or indirectly, act, acquire or otherwise possess any interest adverse to the District. In the event a given act or interest even appears to conflict with the interests of the District, the Superintendent shall make full disclosure to the Board for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

## VIII. MISCELLANEOUS

1. Professional Conferences. It is an expectation that the Superintendent will participate in and attend professional conferences for professional growth as specifically and previously approved by the Board and as specifically regulated by the policies of the District and applicable administrative procedures. Any expenses and registrations incurred as necessary for attendance at such conferences shall be paid for or reimbursed by the Board. Further, the Board will pay for membership charges for professional organizations proposed by the Superintendent and approved by the Board.

2. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

3. Severability. Any provision of this Agreement which shall be determined to be invalid or otherwise unenforceable shall not affect the rest or remainder of this Agreement, and the remainder of this Agreement shall remain in full force and effect unless the removal of the invalid or unenforceable provisions would substantially defeat the basic intent, purpose and spirit of this Agreement.

4. Notices. All notices, request, demands and other communications shall be in writing and shall be deemed to have been duly given or made if delivered by hand and receipt is acknowledged by the party to whom said notice or other communications shall have been directed, or if received by certified or registered mail with postage prepaid:

(a) If to the District, to:

Inkster Public Schools  
29115 Carlisle Avenue  
Inkster, MI 48141  
Attn: Evelyn Clark, Board President.

(b) If to the Superintendent, to:

Mischa G. Bashir  
Inkster Public Schools  
29115 Carlisle Avenue  
Inkster, MI 48141

6. Assignment. This Agreement shall not be assigned by the Superintendent or the District.

7. Amendments. This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendments hereto shall be valid unless made in writing and signed by all the parties hereto.

8. Waivers. The failure of any party at any time to require the performance by any other party of any of the terms, covenants or agreements made herein shall in no way affect the rights of any party to enforce the Agreement and each and every term and condition thereof; nor shall the waiver by either party of any breach of any term, covenant or agreement hereunder by the other be taken or held to be a waiver of any succeeding breach of any term, covenant or agreement hereunder, or as a waiver of the terms, covenants or provisions of the Agreement itself.

9. Headings. The headings of the Paragraphs are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

10. Construction. This Agreement and any document or instruments delivered pursuant hereto shall be construed without regard to the identity of the person who drafted the various provisions. Each and every provision of this Agreement and such other documents and instruments shall be construed as though all of the parties participated equally in the drafting process. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

11. Arbitration. The parties agree to submit any and all disputes and/or claims arising out of any aspect of this Agreement, or the Superintendent's employment with the District, to final and binding arbitration administered under the rules of and by the American Arbitration Association. The costs of the arbitration administration and the fees of the arbitrator shall be paid by the District. Each party, however, shall be responsible for its own attorneys' fees and costs, unless the arbitrator awards reasonable attorneys' fees and costs as part of an arbitration award.

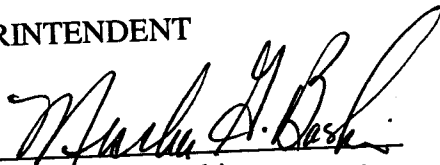
The parties further agree that any claim arising out of this Agreement must be commenced not more than six (6) months after the date of the action that is the subject of the claim. Failure to commence arbitration proceedings within 6 months of any dispute or claim shall bar any claim or dispute arising out of this Agreement or the Superintendent's employment with the District. While the Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than 6 months, she agrees to be bound by the 6 month period set forth herein and WAIVES ANY STATUTE OF LIMITATIONS PERIOD TO THE CONTRARY.

12. The Superintendent acknowledges that she has carefully read the foregoing Agreement and has been advised to discuss its terms with her attorney. The Superintendent has had an opportunity to consult with her attorney prior to signing this Agreement and has signed

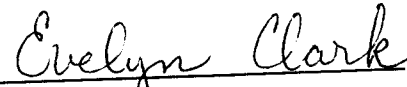
this Agreement knowingly, voluntarily, and freely, and with such counsel as she deems appropriate.

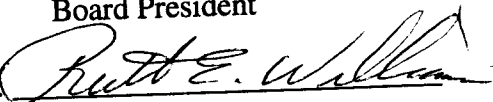
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUPERINTENDENT

By:   
Mischa G. Bashir  
7/30/11

SCHOOL DISTRICT OF THE CITY OF INKSTER

By:   
Evelyn Clark  
Board President

By:   
Ruth E. Williams  
Board Secretary