

EMPLOYMENT AGREEMENT

This agreement is made this 1st day of July, 2019 between the Hamtramck Public Schools, School District (hereinafter referred to as the "School District") and Jaleelah Ahmed (hereinafter referred to as the "Superintendent").

The School District and the Superintendent agrees as follows:

1. The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2019, and terminating on June 30, 2022; unless the termination date is extended in conformity with MCL Section 380.1229.
2. The Superintendent agrees that under terms of this contract, she is denied continuing tenure in her capacity as the Superintendent of the School District and she shall not acquire tenure in such position.
3. For services rendered by the Superintendent hereunder, the School District shall pay her an annual salary in the amount of One Hundred and Thirty Thousand, Dollars (\$130,000.00) payable in equal installments every two weeks.
4. The Superintendent shall be reimbursed for reasonable expenditures for travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops approved in accordance with Board of Education policy and procedure, but only for expenditures incurred in acting on or in furtherance of the business of the School District. Such expenditures will be reimbursed upon presentation by the Superintendent of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Service.
5. The Superintendent shall receive, during the term of this agreement, fringe benefits that are offered to administrators presently employed in the District including, but not limited to , health, dental, vision, LTD, term life insurance, longevity pay, calendared vacation days, and annual leave days. In addition, the Superintendent shall be entitled to contribute to the 403(b) tax sheltered annuity program on a before tax basis to the extent consistent with applicable federal income tax laws and regulations and the Board shall annually, and for the 3 year term of this agreement, contribute Six-Thousand, Seven-Hundred and Fifty Dollars (\$6,750.00) to the Superintendent's 403(b) annuity account. The contribution shall be made by the Board to the extent that such amount does not violate Section 403(b) or any other provision of the United States Tax Code, resulting in disallowance of the tax-deferred treatment of the Board's contribution.
6. The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of her employment. The Superintendent shall give the Board of Education of the School

District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any claim or action against her. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action. Provided, however, if the Superintendent fails to fully cooperate in the defense of any claim or actions, then this provision of defense, indemnity and save harmless shall become null and void. This indemnity and hold harmless provision shall survive the expiration of this Employment Agreement.

7. The Superintendent shall be evaluated annually by the Board of Education and the evaluation shall be considered in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act.
8. The Superintendent shall perform the duties of the Chief Administrative Officer of the School District, including the duties proscribed by Board policy and applicable law, and such other assigned duties as may be established by the Board of Education, and she agrees to obey, fulfill and abide by all the rules, regulations, policies, directives and decisions of the Board of Education.

As the Chief Administrative Officer, the Superintendent may organize, reorganize or arrange the departments within the School District, including the assignments/reassignments of administrative and supervisory staff which, in her judgment, best serves the School District and/or provides increased efficiency of the operation. The actions of the Superintendent, however, shall not contravene the policies or directives of the Board of Education.

The Superintendent shall oversee the continuation of and shape the scale and scope of Board approved partnerships, mentoring programs and relationships in place before her elevation to the position such as but not limited to ISD provided programming and training, curriculum training and implementation, the relationship with the Ralph C. Wilson Foundation and related entities, the relationship with the Detroit City Football Club and related entities and with the City of Hamtramck and related entities.

9. The Superintendent will perform her duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:
 - A. That the Superintendent will achieve and maintain all required certifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;
 - B. That she is competent to perform the duties for which she is hired, is possessed of the requisite skill and knowledge to enable her to do so, and that she will faithfully serve and be regardful of the interests of the School District.

C. That she will perform all duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District.

D. That she agrees that this agreement is conditioned upon her successful completion of and continuous compliance with all laws requiring a criminal history and background check and criminal charge and conviction reporting.

E. That she will cooperate with any mentoring resources provided to her by the Board of Education for the School District and that she will complete any superintendent/administrator training she is currently receiving or which the Board of Education for the District determines she should receive.

10. The School District may terminate this agreement, without liability hereunder for salary and/or fringe benefits, for just cause. Acts or omissions constituting just cause shall include, but not be limited to, the following: If the Superintendent commits any act of material and intentional misconduct, any violation of the law as determined by the District's Board of Education or otherwise, acts of moral turpitude, insubordination, if she violates any of the material terms or covenants of this agreement, or if she is physically or mentally disabled. Disabled shall mean the Superintendent's inability to perform the essential job duties and functions of her position, with or without reasonable accommodation, for an aggregate of twelve (12) months during the term of this agreement. The Superintendent may terminate this agreement by tendering her resignation, in writing, to the Board of Education for the District to be effective no less than 90 days after tender.
11. The School District's waiver of a breach of any provision of this agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.
12. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.
13. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on a party's or the parties' behalf; This Agreement may be amended, notified, or otherwise altered during its term only by an express written "Modification", denominated as such, and signed by each of the parties hereto.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above,

HAMTRAMCK PUBLIC SCHOOLS SCHOOL DISTRICT

BY:

ITS:

[Handwritten Signature]
Board President

SUPERINTENDENT

[Handwritten Signature]
Jaleelah Ahmed