

**EMPLOYMENT CONTRACT**  
**between**  
**KIMBERLY TUFNELL**  
**and the**  
**Board of Education of the**  
**Gwinn Area Community Schools**  
**Gwinn, Michigan 49841**

This Employment Contract (hereinafter "Contract") made and entered into this 1st day of JULY, 2012, by and between the Governing Board (hereinafter "Board") of the Gwinn Area Community School District (hereinafter "District") of Gwinn, Michigan, and KIMBERLY TUFNELL (hereinafter "Superintendent").

**WHEREAS**, District desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which District believes generally improves the quality of its overall educational program; and,

**WHEREAS**, District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis for effective communications between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

**NOW, THEREFORE**, District and Superintendent, for the consideration herein specified, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **TERM**

- A. District hereby employs Superintendent and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2012 and ending June 30, 2015.
- B. The term hereof may be automatically extended as hereinafter provided, or District may by specific action and with the consent of the Superintendent extend the term to the full extent permitted by law.

2. **PROFESSIONAL CERTIFICATION & RESPONSIBILITIES OF SUPERINTENDENT**

- A. **Certification**: Superintendent shall hold such certifications or qualifications as may be reasonably required by the Board or by law.
- B. **Duties**: Superintendent shall have charge of the administration of the schools under the direction of Board. The Superintendent shall be the chief executive officer of the Board and shall specifically: recommend in writing teachers necessary for the schools; suspend a teacher for cause until the Board may consider the suspension; supervise, direct and assign the work of the teachers and other employees of the Board; classify and control the promotion of pupils; recommend to the

Board the best methods of arranging the course of study and the proper textbooks to be used; make written reports to the Board and to the Michigan State Board of Education at least once each year in regard to matters pertaining to the educational interests of the District; assist the Board in matters pertaining to the general welfare of the school and perform other duties which the Board requires; and put into practice the educational policies of the State of Michigan and of the Board within the means provided by the Board. She shall further:

- 1) Oversee the following areas in the District:
  - ..... Personnel,
  - ..... Finances,
  - ..... Negotiations,
  - ..... Evaluation;
- 2) Organize, reorganize, arrange and direct the administrative, supervisory and central office staff in a manner which, in her judgment, best serves District;
- 3) Be responsible for administration of instruction and business affairs with assistance of her staff;
- 4) Be responsible for selection, placement and transfer of personnel;
- 5) Suggest regulations, rules and procedures deemed necessary for the orderly operation of District, and in general perform all duties incident to the office of the superintendent and such other duties as may be prescribed by Board from time to time.

Board, individually and collectively, shall promptly refer all criticism, complaints and suggestions called to its attention to Superintendent for study and recommendation. To the extent required by Board, Superintendent shall attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of Board committees and provide administrative recommendations on each item of business considered by each of these groups.

C. **Outside Activities:** The Superintendent agrees to and shall, during the term of the Agreement, devote her time, attention and energy to the position of Superintendent of the School District. However, she may serve with Board approval, as a consultant to other districts, lecture, engage in writing activities or speaking engagements and engage in other activities which are of short term duration as her discretion. The Superintendent shall use vacation leave to perform outside activities, and she shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

### 3. **LEVEL OF PERFORMANCE**

The Superintendent agrees to perform her 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 Board of Education.

4. **RESIDENCE REQUIREMENTS**

The Superintendent shall, as a condition of employment, reside within 20 miles of School District boundaries.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

A. District encourages the continuing professional growth of Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent, in:

- 1) the operations, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- 2) seminars and courses offered by public or private educational institutions and will reimburse the Superintendent up to \$600.00 annually for Professional Development tuition;
- 3) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for District.

B. In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by Board in the annual budget. Such absenteeism shall not interfere with performance of Superintendent's duties. Absence of three or more working days shall be subject to advance notification to the Board President. In the event the Superintendent shall be away from the office of Superintendent for two or more working days, she shall appoint another administrative person to oversee the district in her absence.

6. **COMPENSATION**

A. **Salary:** The District shall pay the Superintendent at an annual salary rate of ninety-five thousand dollars (\$95,000) for the 2012 – 2013 contract year. The Superintendent's salary shall be paid in equal installments beginning July 1, 2012, in accordance with the policy of the Board governing payment of other administrative staff members in the District.

B. **Salary Adjustment:** Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this Contract, said salary adjustment not to reduce the annual salary below the salary stated above. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new contract with Superintendent or that the termination date of the existing Contract has been extended.

C. **Vacation and Other Benefits:** During the term of this contract, the Superintendent shall receive the benefits generally provided by the school district to full-time professional administrative staff on the same basis as available to those staff members in accordance with Board of Education

policy including: vacation leave, sick leave, disability leave and insurance. In addition, the Superintendent is entitled to the following:

- 1) Long Term Disability insurance in an amount which will provide benefits equal to two-thirds (66%) of current salary.
- 3) The Superintendent shall receive twenty (20) vacation days per year, with a total accumulation not to exceed 40 days. Upon termination of employment, the Superintendent shall receive a payout for unused vacation leave (at the current daily rate) up to a maximum of 40 days.
- 4) Seven (7) personal days per year with no accumulation.
- 5) Thirteen (13) sick days per year, with a total accumulation of one hundred eighty-five (185) days. Upon termination of employment, the Superintendent shall receive a payout of \$100 per day for unused sick leave up to a maximum of 185 days.
- 6) One hundred thousand (\$100,000.00) dollars of Term Life Insurance.
- 7) Annuity: If the District provides health insurance to the Superintendent, the Superintendent shall then receive a tax-deferred annuity in the amount of two-thousand dollars (\$2,000) to be paid on July 1. If the switch to District paid health insurance occurs during the contract year the annuity will be pro-rated.

D. **Mileage Allowances:** District shall pay IRS rate for travel within and outside the District. District shall also pay \$75.00 per month for in-district mileage. In-district mileage is based on an average number of miles traveled each month, which is less than the average number of miles per month at the IRS rate.

E. **Other Allowances:** District shall reimburse the Superintendent for his monthly cell phone and internet usage.

F. **Professional Liability:** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be identical to those now in force in the School District. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as allowed by state law.

G. **Professional Group Membership:** To the extent permitted by law, and as approved by Board in the annual budget, District shall pay Superintendent's regular membership dues for the following

organizations, membership in which Superintendent feels is necessary to maintain and improve her professional skills: the American Association of School Administrators, the Michigan Association of School Administrators, the Association for Supervision and Curriculum Development, the Gwinn Chamber of Commerce and/or one local service organization.

7. **MEDICAL EXAMINATION**

Superintendent agrees to have a comprehensive medical examination not less than once every two (2) years, if allowed by applicable law. A statement certifying to the medical competency of Superintendent shall be filed with the secretary of Board and treated as confidential information by Board, the cost of said medical report to be borne by District. The medical examiner shall be selected by mutual agreement of Superintendent and Board President.

8. **EVALUATION**

Annually, but no later than the 31st day of March of each year during the term of this contract, the Board of Education shall review with the Superintendent her performance as Superintendent.

9. **RENEWAL OF CONTRACT**

This Contract may be extended either by option of the Board of Education or by operation of law, as follows:

- A. **Board Option:** The Board, no later than the 31st day of March each year during the term of the Contract, may extend the Contract for an additional one-year period. All terms and conditions of the Contract shall remain unchanged, except for any amendments specifically agreed to in writing by the parties. The Board, in its sole discretion, and with or without cause, may decline to extend the Contract for an additional year.
- B. **Operation of Law:** Unless the Board of Education gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the Contract's termination date, the Contract will, without further action, be automatically renewed for an additional one (1) year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.

10. **TENURE EXCLUSION**

It is mutually understood and agreed that this Contract does not confer tenure upon Superintendent in the above-described position or any other Administrative position.

11. **TERMINATION OF CONTRACT**

This Contract may be terminated by:

- A. **Mutual Agreement of the Parties:** Salary and benefits shall continue as mutually agreed.

- B. **Termination for Cause:** The Board of Education may terminate this contract and discharge the Superintendent from employment for good and just cause provided that the Superintendent has received prior notice in writing from the Board of Education of its intent and the alleged reason or reasons for such discharge. Upon written request, a hearing shall be conducted with full regard for due process.
  
- C. **Retirement of Superintendent:** Unless otherwise mutually agreed, retirement shall be at the end of an annual contract period, salary and benefits to cease that date, retirement benefits to commence as provided in the State's retirement program.

**IN WITNESS WHEREOF**, the parties have duly executed this Superintendent's Employment Contract as of the day and year signed below.

**FOR THE BOARD OF EDUCATION**

**BY THE SUPERINTENDENT**

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Ronald Libey, President  
Date: June 18, 2012

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Kimberly Tufnell, Superintendent  
Date: June 18, 2012

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Gloria Bigelow, Secretary  
Date: June 18, 2012

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