

CARMAN-AINSWORTH COMMUNITY SCHOOLS
G-3475 West Court Street
Flint, MI 48532

SUPERINTENDENT'S CONTRACT

1. EMPLOYMENT: The Board of Education of the Carman-Ainsworth Community Schools (the "Board") hereby employs STEVEN W. TUNNICLIFF as SUPERINTENDENT and STEVEN W. TUNNICLIFF hereby accepts such employment on the terms and conditions herein set forth.
2. DUTIES: The Superintendent agrees to perform such duties in a competent and professional manner as required by him, by law, and to carry out the Board's educational programs and policies.
3. WORK ASSIGNMENT: The Superintendent's service under this contract shall be for a period of three (3) years, beginning June 29, 2012, and ending June 30, 2015.
4. EVALUATION: The Board shall evaluate the Superintendent. This evaluation shall be completed prior to March 1st of each school year. The Board shall advise the Superintendent, when known, of all criticism and deficiencies in performance for his consideration.
5. CONTRACT RENEWAL: This contract may be extended or renewed either by option of the Board of Education or by operation of law as follows:
 - A. Board Option: The Board of Education, no later than the 26th day of March of each year during the term of this contract, may extend the contract for an additional one-year period. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year. If no affirmative action is taken by the Board of Education to extend the contract, the contract will not be extended, and the contract termination date will not change.

The Board of Education in its sole discretion and with or without cause may determine to nonrenew this contract by official Board action and written notice to the Superintendent by not later than the first day of April preceding the termination date of this contract.
 - B. Operation of Law: Unless the Board of Education takes official action to non-renew this contract and gives written notice of nonrenewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code. The Superintendent shall advise the Board of Education of this obligation during the month of February of the final year of this contract.
6. COMPENSATION: The salary for the 2012-2013 school year of this contract is \$169,314.34. This salary shall be paid in 26 equal installments and is inclusive of salary paid. For the succeeding years of this contract the salary shall increase by the same rate found in the compensation schedule for the certified administrators of the Carman-Ainsworth Association of Administrators.

7. INSURANCE BENEFITS: The Superintendent shall receive health insurance, dental insurance, vision insurance, long-term disability insurance, and life insurance. The Superintendent shall receive, with the exception of life insurance, the same insurance benefits provided by the school district to its full-time, professional administrative staff. The life insurance (whole) benefit provided to the Superintendent or his beneficiaries shall be twice (2X) the annual salary listed in the "Compensation" section of this agreement.

8. OTHER BENEFITS: The Superintendent is entitled to the following specific benefits:
 - A. Sick Days: The Superintendent will be credited with twelve (12) sick days annually. Upon separation from the school district, the Superintendent will be compensated at a rate of \$80.00 per day for all unused sick days. The allowance of unused sick days shall be capped at 240 days.

 - B. Vacation Days: Entitlement for vacation will be twenty-four (24) days per year. The Superintendent will notify the Board of his intent to use vacation time. Additional days not used from previous position will be converted to sick days. Vacation days may not otherwise be carried over from year to year without express Board of Education approval. Vacation days not used will be forfeited.

 - C. Holidays: The Superintendent shall be entitled to the following holidays: Good Friday; Memorial Day; July Fourth, Labor Day; Thanksgiving and the Friday following; Christmas and New Year's and the preceding day.

 - D. Longevity: Beginning with the 2012-2013 school year, the BOARD agrees to compensate the SUPERINTENDENT \$5,760.00 dollars as longevity pay on or about July 1, 2013 and on or about July 1 on an annual basis for the remaining school years of this Agreement.

 - E. Travel Reimbursement: A business travel allowance of \$300.00 per month shall be provided to the Superintendent. For all business travel outside of Genesee County, reimbursement for auto mileage shall be at the Internal Revenue Service mileage rate.

 - F. Professional Dues/Business Expenses: The Superintendent shall be reimbursed for reasonable business expenses and for professional dues in Board of Education approved local, state, and national organizations. Reimbursement shall be provided for expenses incurred while attending Board-approved professional conferences and workshops within the state of Michigan. Expenses incurred while attending professional conferences and workshops outside the state of Michigan shall be reimbursed with the approval of the Board. The Superintendent shall be provided with a maximum of two (2) credit cards in the name of the school district for paying for business expenses. The Superintendent shall maintain an itemized and detailed accounting of business expenditures and receipts relating thereto in the form customarily required by the school district in conformity with the applicable rules and regulations of the Internal Revenue Service.

- G. **Physical 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 administrator providing insurance programs specified under this Contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his/her assignment. The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform his/her duties. Medical information provided under this Contract shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the district to the extent not covered by health insurance provided by the Board. In addition to the above, the Superintendent is required to obtain a complete physical annually and the Board will reimburse the cost incurred.
- H. The Board agrees to provide the Superintendent with a tax differed annuity program of the Superintendent's choosing equal to 10% of the Superintendent's gross annual salary, payable in two equal disbursements on the last pay period in December and on the last pay period in June for each year of the Agreement.
9. **TENURE EXCLUSION:** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.
10. **TERMINATION:** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the Superintendent position as required by this contract or state law or regulation, the contract shall automatically terminate. The Superintendent may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation or for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.
11. **LIABILITY INSURANCE:** The Board of Education agrees to pay the premium amount for errors and omissions and general liability insurance coverage for the Superintendent while engaged in the performance of a governmental function and while he is properly acting within the course and scope of his employment authority as Superintendent. The terms and conditions of the insurance coverage policies shall be controlling with respect to representation by legal counsel and indemnification of the Superintendent in connection with defense and liability. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the insurance coverage. In the event that such insurance coverage cannot be obtained at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In the event that insurance coverage does not apply to the defense and indemnification of the Superintendent, the Board of Education agrees on a case-by-case basis to consider providing legal defense and/or indemnification of the Superintendent as is authorized under MCLA 691.1408.

12. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent, and no representations, promises, contracts, or understandings, written or oral, not contained herein shall be of any force or effect. No changes or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
13. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Contract to any party.
14. Should the State of Michigan, its political subdivisions or agencies, challenge any portion of the items identified as salary in this Contract as eligible to be included in the final average compensation for retirement purposes, the School District shall appeal the challenge up to and including the Michigan Court of Appeals.
15. CERTIFICATION: The Superintendent shall maintain the ability to be certified as Superintendent and when applicable maintain said certification.

**BOARD OF EDUCATION OF THE CARMAN-AINSWORTH COMMUNITY SCHOOLS
GENESEE COUNTY, MICHIGAN**

Board President, Patrice Hatcher

Board Trustee, Donald Conway

Board Vice-President, Gloria Nealy

Board Trustee, Joy Crane

Board Secretary, Peggy Anderson

Board Trustee, Recco Richardson

Board Treasurer, Ann Saunders

SUPERINTENDENT OF SCHOOLS

Steven W. Tunncliff

Date