

**MASON CONSOLIDATED SCHOOLS  
SUPERINTENDENT OF SCHOOLS  
CONTRACT**

**THIS AGREEMENT** made and entered into on June 17, 2020 by and between the Board of Education (Board) of Mason Consolidated Schools (District), a governmental entity organized and existing under the laws of the State of Michigan, and Kelli Tuller (Superintendent) as follows:

1. **Term:** The Board agrees to employ Kelli Tuller as Superintendent of Schools for a term of two (2) years from July 1, 2020 and including June 30, 2022. This contract is based on a 260 day work year.
2. **Duties:** The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code and by Board policy and guidelines. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies, procedures and programs of the Board of Education as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.
3. **Qualifications:** Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as area as may be required by law and/or by the State Board of Education. The Superintendent shall meet the requirements for North Central Association of Accreditation. If at any time, the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Contract shall automatically terminate and the Board shall have no further obligation hereunder. Superintendent agrees to apply for Michigan teaching certificate and Michigan administrator's certificate within thirty (30) days of her commencement of employment with the School District.
4. **Compensation.** The Board agrees that in consideration for the Superintendent's employment, it will pay the Superintendent an annual salary of \$110,000. The payments are to be made in equal installments during the contract period. 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.
5. **Insurance Benefits.** The Superintendent shall receive medical, dental, vision and group long-term disability insurance as provided to other administrators of the School District. The aforementioned insurance coverage (medical, dental, vision, and long term disability) is subject to change at any time on the same basis as changed for full time professional administrative staff. The Board reserves the right to obtain coverage for the above insurance benefits through carriers appointed by the Board.

6. **Other Benefits:** Other benefits afforded to the Superintendent shall be as follows:
- a. **Mileage Reimbursement.** With proper documentation and completed form, the Superintendent shall be reimbursed at the IRS rate for miles driven within Monroe County required in the performance of official duties during employment under this Contract to a maximum of \$150 per month.
  - b. **Merit Pay.** A one thousand five hundred (\$1,500) lump sum payment will be paid the last pay in June to the Superintendent if she is evaluated Effective or Highly Effective in the annual superintendent performance evaluation.
  - c. **ANNUITY.** The School District shall provide an annual annuity of Two Thousand Five Hundred dollars (\$2,500.00), payable in equal installments over twenty-six (26) pays during the fiscal year.
  - d. **Sick Days.** The Superintendent shall receive fifteen (15) sick days per contract year and shall be permitted to accumulate up to one hundred and sixty (160) days. After ten (10) years of consecutive years of service at the School District, the Board agrees to pay \$10.00 for each unused sick day, up to one hundred and fifteen (115) days at such time as the Superintendent terminates her employment with the School District.
  - e. **Business/Personal Days.** Business and/or personal days are allowed at the rate of three (3) per year. Any unused business/personal days at the end of the year will be transferred to accumulated sick leave.
  - f. **Funeral Leave.** The Superintendent shall be allowed up to five (5) days with pay for the death of a family member, husband, wife, father, mother, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, grandparents-in-law, step related family members, or permanent residents of the employee's household. An additional five (5) days may be approved by the Board and would come from the Superintendent's accumulated sick days.
  - g. **Vacation.** The Superintendent shall be provided with twenty (20) vacation days on an annual basis (July 1 to June 30) and time off during Christmas Break. Vacation days shall be used during the fiscal year granted or by July 31 of the following fiscal year. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12<sup>th</sup> of the allotment of vacation days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated.
  - h. **Holidays.** The Superintendent shall be entitled to the following paid holidays:

New Year's Eve Day	Day following Thanksgiving Day
New Year's Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Day following Christmas Day
Labor Day	President's Day *
Good Friday	Martin Luther King Day *
Thanksgiving Day	

\* If school or Professional Development is scheduled, this will not be a holiday.

- i. **Life Insurance.** The Superintendent shall receive a \$250,000 life insurance policy.
  - j. **Liability Coverage.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy or other appropriate group liability policies up to \$1,000,000 in coverage for each occurrence.
  - k. **Payment of Professional Dues.** Annual membership dues for MASA professional organization shall be paid by the Board.
7. **Professional Development.** The Board expects the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board for any national event attendance and travel. Such request to the Board shall include estimated expenses for the national level conference. The Superintendent shall file an itemized expense statement with the Chief Financial Officer for all local, state and national conferences.
8. **Evaluation.** The Board shall evaluate the Superintendent annually, and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Administrator to meet to discuss their written evaluation in closed session
9. **Physical Examination.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question her fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.
10. **Disability.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the superintendent terminates this contract.
11. **Tenure.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

12. **Residency.** The Superintendent shall maintain her principal residence within a twenty (20) mile radius of the geographic boundaries of the District unless otherwise approved by the Board.
13. **Contract Extension.** The Board shall annually, on or before June 30 during each year of this contract, take official action determining whether or not it is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the board, the contract shall be deemed to have not been extended for an additional year.
14. **Contract Non-renewal.** The Board specifically reserves the right to not renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the superintendent's contract expire, it must provide the superintendent with written notification of the board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the board does not comply with this requirement, the superintendent's contract is automatically renewed for an additional one (1) year period.
15. **Termination.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if the Superintendent materially breaches the terms and conditions of this Agreement, or for any other reason which is not arbitrary and capricious. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
16. **Indemnification.** The District will defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses, of a civil nature and excluding criminal matters, arising from actions taken or decisions made in good faith within the scope of employment while being Superintendent. The Superintendent shall give the Board notice of any claim for defense and indemnification hereunder promptly upon knowledge of any possible claim or action against the Superintendent. The Board shall have the right to appoint the attorney and conduct the defense of any such claim or action. If, in the opinion of the Board, the Superintendent fails to cooperate fully in the defense of any claim or action, then this provision of defense, indemnify and save harmless shall become null and void. This paragraph survives the termination and expiration date of this contract.
17. **Arbitration.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract.
18. **Entire Contract.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the

School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Superintendent and the Board of Education.

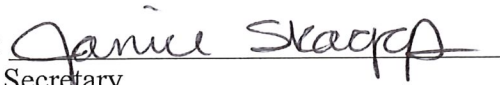
19. **Governing Law.** This Agreement is governed by the laws of the state of Michigan.

**IN WITNESS WHEREOF** the parties hereto set their hand.

BOARD OF EDUCATION

By:   
President

By:   
Superintendent

By:   
Secretary

Date: 6/22/20