

ITHACA PUBLIC SCHOOLS

CONTRACT OF EMPLOYMENT - SUPERINTENDENT

The Ithaca Public Schools Board of Education (the “Board”) employs Steven Netzley as the Superintendent for Ithaca Public Schools (the “District”) according to the terms and conditions of this Contract of Employment. The Board ratified this contract on March 17, 2025 at a regular Board meeting as reflected in the Board’s meeting minutes.

1. **Term.** The Board agrees to employ the Superintendent as Superintendent of Schools from July 1, 2025 to June 30, 2027, pursuant to Section 1229 of the Revised School Code. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner in accordance with the established policies and regulations of the Board and Michigan and federal law.
2. **Duties.** The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. The Superintendent shall be entitled to: present his recommendations on any subject under consideration by the Board; attend each meeting of the Board; and serve as an ex officio (non-voting) member of each committee established by the Board. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement that Board’s policies and education programs. The Superintendent agrees to comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
3. **Evaluation.** The Superintendent’s performance shall be evaluated by the Board as least annually and presented to Superintendent in writing no later than December 31st in any given Contract year. The evaluation process shall comply with Revised School Code Sections 1249 and 1249b (or its successor provisions), and Board policy. The Superintendent shall notify the Board by November 1st of the requirement to complete the pending evaluation by the contractual deadline. The Superintendent has the right to appeal to the Board the Superintendent’s evaluation rating and process consistent with the appeal rights provided to school administrators under Subsection 1249b(1)(p) of the Revised School Code [MCL 380.1249b(1)(p)].
4. **Compensation.** The Board agrees to pay the Superintendent the annual (July 1 to June 30) amount of One Hundred Twenty-One Thousand Four Hundred Forty-Seven Dollars (\$121,447). Such amount will be subject to deductions required by law and will be remitted on the District’s payroll in bi-monthly installments. The Superintendent may voluntarily contribute to a tax-sheltered annuity through payroll deduction, to the extent allowable by law. The Board agrees to contribute up to a 5% match to a tax-sheltered annuity, to the extent allowable by law. If the Superintendent chooses to take the district health insurance plan in the future, the 5% match contribution will be renegotiated. The Superintendent shall receive no other remuneration for service from the District for services rendered under this Contract, other than the consideration listed in this Agreement. Any adjustment in the Superintendent’s salary made during the term of this Contract of Employment shall be in the form of a written amendment and shall become part of this Contract.

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become part of this Contract.

5. **Vacation.** The Superintendent shall be granted vacation time of twenty (20) days annually beginning on July 1 of each contract year.
 - A.** Vacation days must be used within the contract year, and the Superintendent shall not receive any additional compensation for unused vacation days.
 - B.** The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board's approval.
6. **Sick Leave Days.** The Superintendent is allowed ten (10) sick leave days during the contract year. Unused paid sick leave days shall be cumulative to a maximum of fifty-five (55) days for absences due to the Superintendent's personal illness or disability. The Superintendent shall not receive any additional compensation for unused sick leave days.
7. **Personal Business Leave.** The Superintendent shall be provided two (2) personal business days per year for the purpose of addressing personal business that cannot be taken care of during regularly scheduled work days and work hours. Personal business days must be used within the contract year, and the Superintendent shall not receive any additional compensation for unused personal business day.
8. **Bereavement Leave.** The Superintendent shall be provided three (3) bereavement leave days per contract year.
9. **Holidays.** Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Day, Good Friday (provided school is not in session), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.
10. **Summer Deployment.** The parties acknowledge that the Superintendent may be deployed as part of the National Guard during the contract term. The Board will extend the Superintendent a leave of absence of up to ten (10) days for deployment purposes and any additional deployment days will be deducted from the Superintendent's then existing vacation/personal day allowance.
11. **Benefits.** Leave, insurance, and other benefits shall be as follows:
 - Health Insurance – MESSA
 - Dental Insurance – MESSA (Delta Dental)
 - Vision Insurance – MESSA (VSP)
 - Long Term Disability Insurance – MESSA
 - Term Life Insurance – \$105,000
 - Supplemental Insurance AFLAC – cancer, accident, specified health

Superintendent shall contribute any amount over the statutory hard cap as a condition to participating and enrolling in the above insurance programs through a payroll deduction. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverages is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

12. **Termination.** The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Superintendent materially breaches the terms and conditions of this Contract, or for other reasons that are not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

13. **No Tenure In Position.** It is mutually understood and agreed that this agreement does not confer tenure upon the Superintendent in the above position or any other administrative position, or any employment assignment in the District.
14. **Nonrenewal.** The Board Specifically reserves the right to non-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. **Expenses.** Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel, and/or overnight stays, shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and

necessary expenses in accordance with direction of the Board or its designee.

16. **Certification/Qualifications.** The Superintendent represents that he possesses and will maintain or acquire the requisite certification or qualifications for the position assigned and that this Contract is terminable if it is determined by the Board or Michigan Department of Education (or other proper authority) that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned as may be required by the State Board of Education, and to maintain current training on the evaluation tool for administrators if evaluating administrators is an assigned function of Superintendent's position. If, at any time, the Superintendent fails to maintain all certificates, credentials, requirements and/or qualifications for the position of Superintendent or fails to satisfy any continuing education and training requirements, as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder. The Superintendent shall supply copies of all current certificates, credentials, and continuing education credits to the Board at least 30 days prior to the first day of employment. The Superintendent shall supply copies of future certificates, credentials, and continuing education credits to the Board within 30 days of completion.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of the Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature.

17. **Errors and Omission Insurance.** 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 his authority. The policy limits for this coverage shall not be more than One Million Dollars (\$1,000,000). 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.
18. **Professional Dues.** The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of Superintendents and Administrators and the M.A.S.A. Region in which the School District is located, including the dues in affiliation for one local service organization. The Superintendent shall review the list of these affiliations with the Board on an annual basis, and the Board and Superintendent shall make determinations as to the continuance of these affiliations.
19. **Leave.** In the event of Superintendent's mental/and/or physical incapacity to perform the duties of his/her office, he shall be granted an initial leave of sixty (60) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) work day period to be unpaid. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a sixty (60) day unpaid leave extension in the event of his/her physical and/or mental inability to return at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Superintendent will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

20. **Medical Examination.** 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, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.
21. **Limitations Period.** The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
22. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records check.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or any other time.

23. **Severability.** 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 provision(s).

This agreement is executed by authorized officials in accord with official action by the Board of Education at its meeting held on March 18, 2024.

ITHACA PUBLIC SCHOOLS
BOARD OF EDUCATION

SUPERINTENDENT

By: _____

By: _____

Its: Board President

Dated: _____, 2024

Dated: _____, 2024