

Superintendent's Employment Contract Between

Corinne Netzley  
And the Board of Education  
Of the Hemlock School District

THIS CONTRACT is entered into on the 1st day of July, 2012, between the Board of Education of the Hemlock School District, referred to as the "Board of Education," and Corinne Netzley as Superintendent, referred to as "Superintendent," in this contract.

Because the Board of Education at a meeting held on the 13<sup>th</sup> day of March, 2012, approved the employment of the Superintendent as Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. TERM. This contract shall take effect on the first day of July, 2012, and continue in force for twelve (12) months through the 30th day of June, 2013; subject to extension and termination as provided in Paragraphs 4 and 12.

2. DUTIES. The Superintendent represents that she meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

3. EVALUATION. Annually, no later than the last 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. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.

4. EXTENSION. 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 of Education, no later than the 1st day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and with or without cause may decline to extend this 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 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(1) of the Revised School Code. The Superintendent annually shall advise the Board of Education of this obligation during the month of December.

5. TENURE EXCLUSION. This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. COMPENSATION. The Board of Education shall pay to the Superintendent an annual salary of **95,000** dollars for the school year **2012-13**, subject to the EVALUATION clause in paragraph 3. The Board agrees to pay the Superintendent for her services during each year of said contract in twenty-six (26) equal payments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

The Superintendent will have **\$10,000** placed in a tax-deferred annuity program of her choosing **under the same terms as per Section 9-E of this contract.**

7. OTHER COMPENSATION.

The following remuneration is in addition to the salary specified in Section 6.COMPENSATION.

A. The Board of Education shall pay reasonable actual and necessary business expenses for the Superintendent, given proper documentation and receipts.

B. The Superintendent shall receive an automobile allowance of **\$275** per month for local travel (50 mile radius from the Hemlock District Office). Travel outside the local area will be reimbursed at the IRS approved rate.

8. INSURANCE BENEFITS. During the term of this contract, except for life insurance, the Superintendent shall, at minimum, receive the insurance benefits provided by the school district to full-time teachers as represented by the American Federation of Teachers.

9. OTHER BENEFITS.

A. VACATION. The Superintendent shall provide 260 working days per Contract Year, less holidays and vacation days as herein provided. Holidays include:

|                         |               |              |
|-------------------------|---------------|--------------|
| New Years               | Good Friday   | Memorial Day |
| 4 <sup>th</sup> of July | Labor Day     | Thanksgiving |
| Day After Thanksgiving  | Christmas Eve | Christmas    |

The Superintendent shall remain on call during Winter Holiday and Spring Break.

The Superintendent shall be entitled to Twenty (20) vacation days per year. A maximum of 15 unused vacation days can be carried over to the next year.

B. SICK DAYS. The Superintendent should be granted twelve (12) days sick leave per year, and can accumulate up to 100 days of sick leave

C. LIFE INSURANCE. The Superintendent shall be provided with a term life insurance policy, equal to two and one-half times the rate of annual salary listed in the Addendum to this Contract **for the term of employment**. The Superintendent shall have the sole right to designate beneficiary or beneficiaries of said policy.

D: DEATH BENEFITS. In the event of the Superintendent's death, and/or long-term disability, during the term of employment provided herein, the Board of Education shall pay to the beneficiary or beneficiaries designated by her, or to heirs at law if no beneficiary or beneficiaries are so designated, in writing, all transferable fringe benefits for a period of six (6) months. Such benefits shall include, but not be limited to the payment of accumulated sick days and unused vacation time at the daily rate. The daily rate shall be calculated dividing the annual salary by 230 workdays. The Board's obligation to pay salary shall terminate effective the date of death or, in the event of disability, the date sick leave is exhausted.

E: TAX SHELTERED ANNUITY. The Board of Education at the request of the Superintendent and in accordance with State Law shall withhold and transfer an amount of salary annually, semi-annually, monthly, **or per pay period** with said amount to be designated by the Superintendent which shall permit the Superintendent to participate, if she so desires in a tax deferred annuity program of her choice.

F: RETIREMENT. Upon retirement the Superintendent shall be allowed payment of up to fifty (50) days of accumulated sick leave. The daily rate shall be calculated dividing the annual salary by 230 workdays.

Upon the Superintendent's resignation or retirement, she shall be paid for all unused vacation days up to 30 days, at the daily rate.

G: The board agrees to pay up to three (3) graduate credit hours **annually** for any course work that applies to the Administrator's responsibilities.

10. HOLD-HARMLESS AND INDEMNITY. In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to her employment by Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligations shall be limited to the payment of the insurance premiums.

11. PROFESSIONAL DUES. Upon Board approval, the Board of Education shall pay 100 percent of the Superintendent's membership charges to organizations in which the Superintendent believes

membership is necessary to maintain and improve her professional skills, as permitted by state law and as approved by the BOARD in the annual budget.

12. TERMINATION. If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract or fails to satisfy the continuing education requirements in Section 1246 of the Revised School Code, the contract shall automatically terminate.

The Superintendent shall be subject to discharge during the term covered by this contract for good and just cause. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. The Superintendent may have legal counsel at the hearing at her own expense.

If the Superintendent is unable to perform the essential functions of her position due to the physical or emotional disability for 180 calendar days, the Board of Education may terminate this contract.

13. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

14. DISPUTE RESOLUTION. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

15. GOVERNING LAW. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

BY THE SUPERINTENDENT:

*Corinne Metzger*

*5-29-12*

DATE

FOR THE BOARD OF EDUCATION:

\_\_\_\_\_  
President

DATE

\_\_\_\_\_  
Secretary

DATE

**DESIGNATION OF BENEFICIARY**

In accordance with paragraph 9C of the agreement for the Superintendent and until revoked or changed by me I hereby designate           *Daniel Netzley*           of as my beneficiary for the benefits referred to in Paragraph 8 of my Agreement with the Board of Education.

          *Corinne Netzley*            
Name

          6-29-12            
Date