

Contract With and For the  
***Pickford Public Schools Board of Education and Superintendent of Schools***

This contract is entered into this 1<sup>st</sup> day of July, 2016 by and between the Pickford Public School District Board of Education, hereinafter referred to as Board, and Angela Nettleton, hereinafter referred to as Superintendent, for the purpose of formalizing the employment agreement for the position of Superintendent of Pickford Public Schools.

***Term and Compensation sections revised in response to Board Action on September 16, 2019.***

**1. Contract Period**

The Board agrees to employ Angela Nettleton as Superintendent for the Pickford Public School District and Angela Nettleton agrees to accept the position of Superintendent for the Pickford Public School District for the term of three (3) years, ***commencing July 1, 2019 until and including June 30, 2022*** at which time the contract will terminate unless previously extended by Board action. The Board may, no later than the last day of ***August*** of each year of the term of this contract, based on criteria deemed appropriate by the Board, including but not limited to an effective evaluation rating of Superintendent, choose to extend the contract for an additional one-year period. In exercising this option, the Board shall also establish the annual salary to be paid to the Superintendent for the extended school year. All other terms and conditions of this contract shall remain unchanged unless explicitly modified by the Board.

**2. Evaluation**

Annually, during the contract period, utilizing criteria and evaluation processes mutually agreed to by the Board and the Superintendent, consistent with MCL 380.1249b (Performance Evaluation System for Administrators) MCL 380.1250 (Compensation for Performance), and District Policy 1240 (Evaluation of Superintendent), a written evaluation that measures overall job performance and job accomplishments in accordance with established expectations, will be prepared by the Board and provided to and discussed with the Superintendent. If, during the contract term, the services of the Superintendent are found to be unsatisfactory to the Board, the superintendent shall be notified by the President and given an opportunity to correct the conditions. If said services continue to be unsatisfactory, the Superintendent shall be notified in writing by the President, as approved by the Board.

Changes in levels and/or areas of responsibility awarded or required, corrective actions required, recommendations for improvement, follow-up timelines and results will all be documented within the Administrator written evaluation format, documenting a continuum of performance. The Board will utilize, but be not limited to, the evaluation continuum in its decisions regarding Contract renewal.

### **3. Duties of the Superintendent**

Superintendent represents that she possesses, holds and will maintain all certificates, credentials, continuing education credits and qualifications required by law, including the rules and regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Copies of current certifications and credentials will be maintained in the Superintendent's personnel file in the central office. Additionally, Superintendent agrees, as a condition of her continued employment, to meet all continuing education credits/hours for the position assigned, as may be required by law and/or the State Board of Education. If, at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned, as required by this Contract, this Contract shall automatically terminate, and the Board shall have no further obligations to Superintendent.

Superintendent agrees to faithfully perform, for a period of fifty-two weeks per year, the duties and responsibilities of the position assigned in a competent and professional manner, as may be directed by the Board, and adhere to the established policies, administrative practices, operating procedures, rules, regulations and directives promulgated by the Board and its authorized committees, as well as state and federal rules, regulations, duties and laws. Superintendent primary responsibilities will include, but not limited to, overall responsibility for management and administration of the District, district finances, policies, procedures, learning objectives, and outcomes as required by the Board and/or the Revised School Code and Principal responsibilities as assigned and required for the proper performance of the District. In performing these duties, the Superintendent will act as an advisor to the Board on matters pertaining to school administration and will inform the board on significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as head of the District and as building Principal and will devote her time, skill, labor and attention to this position during the term of the Contract. Superintendent shall not engage in any other activity or occupation that will conflict with her duties and responsibilities with the Pickford Public School District.

Superintendent shall comply with established channels of administrative communication and decision making; maintain a professional and working relationship with the Board and other administrative staff and demonstrate a personal commitment to administrative team management; and refrain from inappropriate comments, public or private, in matters of a confidential or sensitive nature and utilize appropriate forums and procedures for expressing personal opinions or views.

To assist the Superintendent in addressing District, community or staff areas of concern, Board members shall, when and as deemed appropriate by the respective member(s), discuss with or otherwise bring all criticisms, complaints, and suggestions called to the members attention to the Superintendent for further study, consideration, and recommendation.

#### **4. Liability Insurance**

Subject to the coverage limits established with the districts insurance carrier, the Board agrees to provide and maintain Liability and Errors and Omission Insurance coverage for Superintendent subject to terms and conditions of policy, including eligibility, applicable rules, and requirements.

#### **5. Compensation**

The Board shall pay Superintendent an *annual salary of Ninety-Four Thousand, Five Hundred, Fifty-Four (\$94,554) in equal installments, for 2019-20, 2020-21, and 2021-22*. The Board retains the right to adjust the annual salary during the continuation of the Contract with any additional compensation at the School District's discretion. Consistent with Section 1250 of the Revised School Code, which requires a rigorous, transparent and fair evaluation process that evaluates performance at least in part on data on student growth, as measured by assessments and other objective criteria, job performance and job accomplishments shall be a significant factor in determining whether additional compensation will be provided Superintendent.

#### **6. Benefits**

Subject to the terms and conditions of the District health insurance program, during the Contract term, Superintendent shall receive Plan A health benefits as allowable under PA 152, or Plan B cash in lieu payments identical to those provided by the Board to full time, professional certified teacher staff members under the Master Teacher Contract

Normal recess days and holidays are not considered part of the required work days/weeks under the Contract. Superintendent will not be required to work any holidays when school is not in session, but it is understood that the Superintendent is responsible for supervision of all personnel and buildings & grounds during school recess periods.

Superintendent shall receive an annual paid leave allocation with authorized usage identical to those provided by the Board to full time, professional certified teacher staff members under the Master Teacher Contract, which allows for the annual unused portion to accumulate as sick leave to a maximum number of days as detailed therein. The current paid leave allocation is twelve (12) days of which the Superintendent may not use more than five (5) for personal business. Superintendent shall receive twenty (20) vacation days per year, to be taken at a time that is mutually agreeable to both Superintendent and Board. It is the desire of the Board that the Superintendent utilize the authorized vacation days annually. Unused vacation days will be forfeited if not used by the end of the contract year. The Board may approve a written request by the Superintendent, received prior to the contract anniversary date, to carry over five (5) days of unused vacation to the subsequent contract year for a maximum of twenty-five (25) vacation days.

Board retains the right to review benefits during the continuation of the contract, at its sole discretion, however, at all times, the Board will provide the option for Superintendent to receive comprehensive health insurance as per PA 152.

## **7. Non-Renewal**

Any non-renewal of this Contract shall be in accordance with the non-renewal provisions of Section 1229(1) of the Michigan Revised School Code and District Policy 1241, Non-reemployment of the Superintendent. Policy 1241 provides for non-renewal with or without cause and with or without prior notice, and like Section 1229(1) requires the Board to vote on non-renewal and provide written notice of the non-renewal at least ninety (90) days prior to the expiration date of the contract. If written notice of non-renewal is not timely given, the Contract is renewed for an additional one (1) year period. Policy 1241 also provides for termination with cause during the contract term with the Superintendent entitled to notice of the reasons and a reasonable opportunity for a hearing before the Board prior to any vote on contract termination.

## **8. Termination**

Superintendent may be discharged and this contract terminated at any time for any just cause, as determined by the Board. Specific reasons for termination include, but are not limited to, commission of a crime, malfeasance of office, incompetence, incapacity, failure to uphold or adhere to any Board of Education bylaw, policy, regulation or any state and/or federal rule, regulation, duty, law, loss of confidence in, or retirement of Superintendent. The Superintendent shall be entitled to notice of the reasons and a reasonable opportunity for a hearing before the Board prior to any vote on termination of the contract.

Superintendent election to terminate employment with the District prior to expiration of the Contract initial or renewal term, requires a minimum forty-five (45) day written notice to Board prior to the Superintendent resignation date. All termination benefits, other than those required by law, shall be forfeited in such instance.

Termination benefits payable upon retirement will be provided to the Superintendent as follows:

- Compensation for years of service to the District will be paid using the formula of  $0.005 \times \text{BA Base}$  for each year of service to the District.
- Compensation for unused Sick days will be paid at the same rate and capped number of days as for full time, professional certified teacher staff members under the Master Teacher Contract.
- Unused vacation days paid at per diem rate up to twenty (20) days

## **9. Travel and Other Expenses**

Superintendent shall either have the responsible use of a school vehicle (if one is available) or shall be reimbursed for travel mileage expenses incurred as a result of school related business pertaining to Superintendent duties, said reimbursement for mileage based on reported business miles traveled at the amount set for reimbursement by the Board of Education, which amount shall not exceed the, then current, IRS mileage rate. Other travel related expenses associated with such school related business shall be approved by the Board of Education prior to reimbursement.

Board agrees to pay the state professional association dues of the Superintendent to not more than two (2) professional associations, said membership intended for the ongoing professional growth and development of Superintendent.

Subject to prior Board approval and receipt of a passing grade and/or course credit, Board agrees to reimburse Superintendent for the cost of tuition and course fees directly related to administrative continuing education requirements specific for the position assigned, as may be required by law and/or State Board of Education.

**10. Tenure Exclusion**

Superintendent does not earn tenure while employed under the contract.

**11. Legal Counsel**

Superintendent is empowered to seek legal counsel and advice from Board attorney(s) on concerns related to the school district.

**12. Severability**

If any provision of the contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not specifically addressed by the ruling shall remain valid and enforceable.

**13. Governing Law**

This contract is governed by and shall be interpreted in accordance with the laws of the State of Michigan. IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year noted.

9/17/19  
Date

*Angela Nettleton*  
Superintendent

Pickford Public Schools Board of Education

*Lorri Brown* 10/21/19  
President Date

*Marlene Greenfield* 10/21/19  
Secretary Date