

# **LENAWEE INTERMEDIATE SCHOOL DISTRICT SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This Superintendent's Employment Contract (hereinafter, "Contract") is made and entered into on December 6, 2021, by and between **Mark E. Haag** (hereinafter, "Superintendent") and the **Board of Education of the Lenawee Intermediate School District** (hereinafter, "Board").

## **1. Superintendent's Duties and Responsibilities.**

1.1 Superintendent shall have all duties and responsibilities as prescribed by law and the Board and shall execute those duties faithfully and diligently.

1.2 Superintendent shall attend all regular and special meetings of the Board, unless directed otherwise or excused from attendance by the Board, and shall provide to the Board full, accurate, and complete information regarding the operation and administration of the LISD.

1.3 Superintendent shall enact and enforce the Policies of the Board and shall perform the duties of superintendent in compliance with the Board's Policies and applicable law, administrative code, and regulations.

1.4 Superintendent shall make recommendations to the Board regarding the operations and administration of the LISD and shall undertake and perform the directives of the Board.

1.5 Superintendent shall, at all times during this Contract, be and remain sufficiently qualified to perform the duties of Superintendent as set forth by law, administrative code, or other applicable regulation. Should Superintendent become unqualified, for any reason, to serve as superintendent, this Contract shall immediately terminate and the Board shall have no further obligation to Superintendent.

1.6 Superintendent shall, at all times during this Contract, conduct himself in a professional manner exercising good judgment and care, and shall devote himself to the diligent, faithful, and competent discharge of his duties on behalf of the Lenawee Intermediate School District.

## **2. Contract Term.**

2.1 The term of this Agreement shall commence on January 1, 2022, and shall continue up to and through December 31, 2024, unless sooner terminated or extended pursuant to the terms of this Contract. Throughout the duration of this Contract, the Superintendent shall work 255 days per contract year (January 1 through December 31).

2.2 This Contract shall automatically extend for one additional year if the Superintendent receives an annual evaluation rating of highly effective or effective on his annual performance evaluation as conducted by the Board.

2.3 The Board and Superintendent may mutually agree to extend this Contract provided however that the term of the Contract does not exceed that allowable by law. Any extension shall be by written amendment to this Contract or written successor agreement signed by the Superintendent and the Board.

### **3. Evaluation of the Superintendent's Performance.**

3.1 The Board and Superintendent understand and agree that regular and continuous communication regarding the expectations of the Board and performance of the Superintendent are mutually beneficial and are in the best interest of the LISD and Superintendent. To that end, the Board and Superintendent agree to engage in regular communication regarding the Superintendent's performance and the operation and administration of the LISD.

3.2 The Board will minimally perform an annual evaluation of the Superintendent consistent with the requirements of Michigan's Revised School Code and the Board's Policies, which shall be based on the performance goals for the evaluation period established and agreed upon by the Board and Superintendent. The evaluation criteria shall include student growth and assessment data as described in Section 1249b of Michigan's Revised School Code or any successor law(s). The Superintendent's annual performance evaluation shall occur on or before the Board's regular meeting in December.

3.3 The Board and Superintendent may, at the request of either Party, engage in more frequent performance evaluation meetings for the purpose of obtaining information from the Superintendent or for the purpose of providing feedback to the Superintendent about his performance.

### **4. Superintendent's Compensation.**

4.1 As consideration for the Superintendent's performance of the duties and responsibilities set forth in this Contract, the Board agrees to an annual salary of One Hundred Sixty Four Thousand Dollars (\$164,000).

4.2 The Superintendent's annual salary shall be payable in equal bi-weekly installments and shall be payable pursuant to the LISD's regular January 1 through December 31 payroll schedule for its employees, provided however that the Superintendent may, at his choosing, elect to have any portion of his salary directed to a tax-sheltered annuity.

4.3 The Board may, at its sole discretion, elect to increase the Superintendent's annual salary at any time, provided that such is done through formal action of the Board and that any increase is predominantly based on the performance of the Superintendent. Any increase in salary shall be done through written amendment to this Contract or written successor agreement signed by the Superintendent and the Board.

### **5. Fringe Benefits.**

5.1 In addition to the Superintendent's salary, the Board shall provide the Superintendent with the option to elect healthcare, dental, and vision insurance for the Superintendent and his dependents. The healthcare, dental, and vision insurance plans shall be identical to those provided to other members of the LISD's non-union, administrative employee group, and the Superintendent's share of any plan costs shall likewise be identical to other members of the LISD's non-union, administrative employee group. Should the Superintendent elect not to accept healthcare coverage, the Board shall pay the Superintendent an annual amount equivalent to the family subscriber hard cap rate as established by PA 152 of 2011, as amended and adjusted for inflation as cash-in-lieu, which shall be payable pursuant to the LISD's regular January 1 through December 31 schedule of cash-in-lieu of insurance for its employees.

5.2 The Board will pay the premium for term life insurance for the Superintendent equivalent to 2.5 times the Superintendent's annual salary up to a premium amount of \$734.00.

5.3 The Board shall make a premium payment of \$15,000 for each year of this Agreement for the purchase of a whole life insurance policy for the Superintendent.

5.4 The Superintendent shall be provided the same paid holidays as other members of the LISD's non-union, administrative employee group, which shall be based on the LISD's annual calendar as approved by the Board.

5.5 The Superintendent shall be provided with 20 paid days of vacation per Contract year worked, which shall be made available for use by the Superintendent at the beginning of each Contract year. Vacation days must be used within an 18-month period from the beginning of the Contract year when the days were granted or be lost. The Board will pay up to five (5) unused vacation days at the end of 18-month period at current per diem rate.

5.6 The Superintendent shall be provided with two paid personal days per Contract year worked. Personal days which have not been used by the Superintendent shall be added to the Superintendent's accumulated sick leave balance.

5.7 The Superintendent shall be provided with 11.5 paid sick days per Contract year worked, which shall accumulate to a total of 120 days, at which time 30% of any accumulated sick days in excess of 120 shall be payable to the Superintendent at the Superintendent's then-current per diem rate. Upon the termination of this Contract, the Board will pay 50% of the Superintendent's accumulated sick days at the Superintendent's then-current per diem rate.

5.8 The Board shall pay MPSERS an amount based upon Superintendent's aggregate annual compensation, which shall be paid in accordance with the Michigan Public School Employees Retirement Act of 1979, as amended.

5.9 The Board will reimburse the Superintendent \$50 per month for the Superintendent's business use of his personal cell phone, which shall be payable pursuant to the LISD's regular schedule of cell phone reimbursement payment for its employees. Additionally, the Board shall reimburse the Superintendent the actual amount of the cost of cell phone replacement up to a maximum amount of \$450, provided however that reimbursement will only be available every two Contract years. These amounts shall be subject to Federal and state income tax as required by law.

5.10 The Board will reimburse the Superintendent his actual, reasonable expenses incurred by the Superintendent in the performance of his official duties pursuant to LISD Board Policy and applicable law.

5.11 The Board will reimburse the Superintendent 100% of the actual annual membership costs associated with joining one Lenawee County service club of the Superintendent's choosing.

5.12 The Superintendent shall be provided for each 12-month period all other fringe benefits not expressly described herein pursuant to the LISD Employee Handbook and LISD Board Policies for non-union, administrative employees. To the extent of a conflict between the terms and conditions of this Contract and the LISD Employee Handbook or LISD Board Policy, the terms and conditions of this Contract shall prevail.

## **6. Termination of the Contract.**

6.1 The Superintendent may be subject to discharge during the term of this Contract only for good and just cause. The Board shall not arbitrarily dismiss him. No discharge during this Contract shall

be effective until written charges have been served upon the Superintendent, and he has been provided an opportunity for a fair and impartial hearing before the Board after 10 days' written notice of the hearing. The Superintendent may, at his own expense, have legal counsel present at any hearing.

6.2 This Contract may be terminated by the Superintendent for any reason or for no reason at all, provided that the Superintendent provide the Board with written notification of the intent to terminate at least 30 days prior to the date of termination.

**7. Reassignment by the Board.**

7.1 Superintendent may be subject to reassignment and transfer by the Board during the term of this Contract, provided however, that the reassignment and transfer cannot be made for arbitrary and capricious reasons and the Superintendent shall be provided all rights and benefits of this Contract in the new assignment for the duration of this Contract.

**8. Outside Employment of the Superintendent.**

8.1 Superintendent may engage in outside employment provided that such is not detrimental to or conflicts with the Superintendent's duties and responsibilities to the LISD as described herein and provided that such is done with the pre-approval of the Board.

**9. Medical Evaluation.**

9.1 The Board may, at its choosing and cost, elect to require the Superintendent to undergo a comprehensive medical examination to ensure that the Superintendent is mentally and physically fit to perform the duties and responsibilities described herein. The Board shall not, unless the Superintendent's performance necessitates such, require a comprehensive medical examination more than once annually.

**10. Indemnification of the Superintendent.**

10.1 Whenever civil action is brought against the Superintendent arising out of and in the course of the Superintendent's performance of his lawful and constitutional duties under this Contract, the Board shall defray all costs of defending such action, including reasonable legal counsel fees and expenses, together with the costs of appeal, if any, and shall hold harmless and protect the Superintendent from any financial loss resulting from any judicial or other binding decision against the Superintendent.

**11. Miscellaneous Provisions.**

11.1 **Non-Tenure.** The Superintendent shall not be deemed to have tenure as superintendent or tenure in any other administrative or teaching position with the Lenawee Intermediate School District.

11.2 **Entire Agreement.** This Contract and any Amendments or Exhibits incorporated herein constitute the entire agreement between the Board and Superintendent and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Contract.

11.3 **Amendments to the Contract.** This Contract shall not be modified or amended except by written amendment or written successor agreement, which shall be approved through a majority vote of the Board and signed by the Board and Superintendent.

11.4 **Severability.** If any term or provision of this Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Contract will not be affected.

11.5 **Enforcement and Waiver.** The Board and Superintendent shall have the right at all times to enforce the provisions of this Contract in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such Party in refraining from doing so at any time or times. The failure of the Party hereto at any such time or times to enforce its right under such provisions shall not be constructed as having created a custom in any way or manner, contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same. All rights and remedies of the respective Parties hereto are cumulative and concurrent and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

11.6 **Applicable Law.** This Contract shall be deemed to have been executed in the state of Michigan and the substantive laws of the state of Michigan shall govern the construction of this Agreement and the rights and remedies of the respective parties.

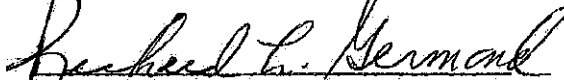
11.7 **Authorization.** This Contract is executed on behalf of the Lenawee Intermediate School District pursuant to the authority granted to the Board by Michigan's Revised School Code and other applicable laws and the action of the Board at a meeting held on December 6, 2021.

**SUPERINTENDENT**

  
Mark E. Haag, Ed.S.

Date: 12.06.2021

**LENAWEE INTERMEDIATE SCHOOL  
DISTRICT BOARD OF EDUCATION**

  
Richard Germond, President

Date: 12/20/2021

  
James Hartley, Vice President/Secretary

Date: 12/6/2021