
REVISED DRAFT: MAY 6, 2010

EXHIBIT "B"

**SUPERINTENDENT
EMPLOYMENT CONTRACT**

BETWEEN

THE BOARD OF EDUCATION

OF

**CLINTON COUNTY REGIONAL
EDUCATION SERVICE AGENCY**

AND

JOHN E. HAGEL

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SUPERINTENDENT CONTRACT

THIS CONTRACT is entered into as of (for date of reference only) **May 18, 2010**, by and between Clinton County Regional Education Service Agency (the “Agency” or “Board”) and John E. Hagel (the “Superintendent” or “Dual Superintendent”).

PREMISES

A. Shiawassee Regional Education Service District and Clinton County Regional Education Service Agency (collectively the “ISDs”) have entered into a Dual Superintendency Cooperative Agreement (the “Cooperative Agreement”), whereby the ISDs will each simultaneously employ the same person as Superintendent (and therefore some references hereafter are to “Dual Superintendent”), and this Contract is in all respects subject to the terms and conditions of the Cooperative Agreement.

B. The costs associated with the employment of the Dual Superintendent, as outlined in this Contract, as provided in Section 1.4(e) of the Cooperative Agreement, are to be prorated between the Shiawassee Regional Education Service District and the Clinton County Regional Education Service Agency on a respective 50% - 50% basis, except where this Contract or the Cooperative Agreement specifically allocate a cost exclusively to one of the ISDs.

C. Under the Cooperative Agreement, a Council consisting of two (2) members of the Board of Education of each ISD has been established for the primary purpose of assuring that the Cooperative Agreement and the Dual Superintendency

protect, advance and promote the interests of both ISDs and thereby avoid any legal or functional incompatibility of office as could affect the Dual Superintendent or the ISDs.

D. This Contract is to comply with the requirements of Section 1229 of the Revised School Code that the Superintendent be an employee of the Agency and that the Superintendent's employment contract be in writing.

NOW, THEREFORE, in consideration of the Premises and their obligations to each other, the Agency and the Superintendent agree as follows:

TERMS AND CONDITIONS

ARTICLE 1

DURATION AND QUALIFICATION

1.1 **Employment Period.** The Agency hereby employs John E. Hagel as its Superintendent of Schools for a term beginning **July 1, 2010** and ending **June 30, 2015**. The Superintendent hereby accepts such employment and agrees to devote his efforts thereto, in accordance with this Contract, and to discharge his duties and responsibilities in a competent and professional manner.

The Board shall review this Contract with the Superintendent annually, on or before June 30th. The Superintendent shall provide a written reminder of this obligation to the Board of Education President on or before May 1 annually.

1.2 **Qualifications.** The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for

the position assigned as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain any required certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent as required herein, this Contract shall automatically terminate and the Agency shall have no further obligation hereunder.

1.3 Exclusion of Tenure. This Contract does not confer and specifically excludes tenure upon the Superintendent in the position of Superintendent or in any other administrative or non-classroom position within the Agency. The decision of the Agency not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher if the requisite probationary period under the Teachers' Tenure Act has been completed, shall not be deemed to be a breach of this Contract, or a discharge or demotion within the meaning of the Teachers' Tenure Act.

ARTICLE 2

SUPERINTENDENT'S DUTIES AND RESPONSIBILITIES

2.1 Duties and Responsibilities. The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the office of Superintendent. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by State and Federal laws and regulations and to carry out the educational programs and policies of the Agency and to use his best efforts to maintain and improve the quality of programs and services of the Agency.

Subject to the limitations set forth below, and the conditions and procedures set forth in the Dual Superintendency Cooperative Agreement, the Superintendent shall have charge of the administration of the schools under the direction of the Board of Education (hereafter sometimes the "Board") of the Agency. The Superintendent shall, and shall be entitled to:

- (a) be the chief executive officer and chief administrative officer of the Agency;
- (b) attend each meeting of the Board;
- (c) present his recommendations to the Board of any subject under consideration by the Board;
- (d) serve as an ex-officio member of each committee established by the Board;
- (e) direct and assign teachers and other employees of the schools under his supervision;
- (f) organize, recognize and arrange the administrative, supervisory and instructional staff and supervise the business affairs, as in his judgment best serves the Agency;
- (g) select, place and transfer all personnel subject to approval of the Board;
- (h) from time to time recommend policies, regulations, rules, and procedures deemed necessary for the successful operation of the Agency; and

-
- (i) in general, perform all duties incidental to the office of Superintendent and such other duties as may be prescribed by the Board from time to time.

2.2 Time Expectation. Taking into account the Dual Superintendent's service to both ISDs, the Dual Superintendent shall perform administrative services pertaining to an ISD at the administrative offices of either ISD, and shall visit the schools and programs of the Agency as the Superintendent deems necessary or appropriate. Other Superintendent activities affecting both ISDs may be performed at such location as the Superintendent deems necessary and appropriate. It is the expectation that the Dual Superintendent's time actually involved in the matters and affairs of both ISDs shall normally be in excess of forty (40) hours per week (vacation days, holidays and paid leave time excepted), and that the Superintendent shall be available and on-call to the Agency, as provided in the Cooperative Agreement.

2.3 Limitations on Superintendent Duties and Responsibilities.

Notwithstanding the foregoing provisions of this Article or related provisions elsewhere in this Contract, but in accordance with the Cooperative Agreement, the Superintendent shall have no duties, either direct or supervisory, in any of the following circumstances or situations:

- (a) negotiation, approval, recommendation, advice, interpretation or enforcement of any contract between the ISDs.
- (b) recommendation for allocation of costs of any joint purchase, joint employment, or other joint programs between the ISDs.

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- (c) resolution of any dispute or conflict, contractual or non-contractual, arising between the two ISDs, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both ISDs as to occurrence or anticipation of such dispute or conflict.
 - (d) in the event of competition between the ISDs for fixed-amount programs or resources, personnel, or otherwise, the Dual Superintendent shall have no duty whatsoever, either direct or supervisory, including application, approval, recommendation, advice or selection, with respect to the matter of such competition, except for the Dual Superintendent's obligation as promptly and simultaneously as practicable, to notify the Boards of Education of both ISDs as to occurrence or anticipation of such **competition.**
completion.

2.4 **Shared Information.** The Agency acknowledges that the Dual Superintendent, while acting for and on behalf of the Agency, may become aware of information pertaining to duties or interests in the other ISD, and agrees that the Dual Superintendent shall, and shall be expected to, share such information with the other ISD, where such disclosure would not be contrary to law or administrative regulation. Further, the Superintendent agrees that he shall maintain and preserve the confidentiality of information acquired during the course of performing duties for the Agency where disclosure of such information is limited or precluded by law or administrative regulation.

ARTICLE 3

COMPENSATION AND BENEFITS

3.1 Salary. Based on the Cost Allocation Standard in Section 1.4(e) of the Cooperative Agreement, and as its portion of the Dual Superintendent's total compensation:

- (a) The Agency shall pay the Superintendent an annual salary of Eighty-Two Thousand Five Hundred Dollars (\$82,500) for his services to the Agency. If the Superintendent's salary is increased during the term of this Contract, such increase shall be reflected in a written modification or addendum to this Contract.**
- (b) As additional remuneration for his services to the Agency and as a component of his salary compensation for those services, the Agency shall remit on behalf of the Superintendent an annual sum of Twenty-Three Thousand Five Hundred Dollars (\$23,500) to a 403(b) non-elective tax sheltered annuity. This remittance shall be made subject to and in accordance with the provisions of the Internal Revenue Code, including, but not limited to, maximum contribution limitations. Further, payment of this amount by the Agency to a 403(b) annuity shall be accomplished in accordance with the Agency's 403(b) annuity plan and implementing procedures. Remittance of the above amount shall be made on a**

bi-weekly basis. The above annual annuity contribution shall be prorated for any partial year of service under this Contract.

ARTICLE 4

FRINGE BENEFITS AND LEAVE PRIVILEGES

4.1 **Fringe Benefits and Leave Privileges.** Fringe benefits and leave privileges for the Dual Superintendent, on an aggregate basis, with concurrent cost allocation, shall be as follows:

- (a) The Superintendent shall be entitled to an aggregate of thirty (30) vacation days annually for service to both ISDs. Vacation days shall be credited on July 1 annually for use during the ensuing fiscal year. The scheduling of vacation days will be mutually agreed upon between the ISDs and the Dual Superintendent. Maximum accumulation for unused vacation shall be ten (10) days. The Superintendent shall not accrue unused vacation in excess of the allowable maximum accumulation.
- (b) The Superintendent may annually request payment of unused vacation days, not to exceed an accumulation of five (5) days, at a per diem rate based on two hundred sixty (260) contract days. It is acknowledged that payment for unused vacation days is not reportable as "compensation" under the Michigan Public School Employees Retirement Act.
- (c) In the event the Superintendent shall terminate his employment with the Agency, any unused vacation (accrued after January 21,

2009) shall be paid at his established per diem rate, based on two hundred sixty (260) contract days, not to exceed thirty (30) days allocation unless otherwise reimbursed as provided for above in subsection (b). Provided, that if the Superintendent terminates his employment with the District prior to completion of the entire fiscal year in which he has been allocated thirty (30) vacation days pursuant to subsection (a) above, only a portion of those days may be redeemed under this provision. In the latter event, those vacation days eligible to be redeemed shall be prorated on the basis of 2.5 vacation days per month worked within the fiscal year in which the Superintendent's employment is terminated.

It is acknowledged that payment for unused vacation days is not reportable as "compensation" under the Michigan Public School Employees Retirement Act.

- (d) The Superintendent shall be granted an aggregate of twelve (12) days of sick leave per year accumulative to a maximum of one hundred fifty (150) days. This allocation of sick leave shall be prorated (i.e., on the basis of one (1) day per month worked) for any contract year in which partial service is rendered by the Superintendent.

In the event the Superintendent shall terminate his employment with the Agency, any unused sick leave (accrued after January 21, 2009) shall be paid at twenty-five percent (25%) of the

Superintendent's per diem rate based on two hundred sixty (260) contract days, as determined by the Agency, not to exceed Twelve Thousand Five Hundred Dollars (\$12,500).

- (e) The Superintendent shall be afforded three (3) paid personal leave days annually. Personal leave days shall not accumulate and the Superintendent shall not be entitled to compensation for any unused personal leave.
- (f) The Superintendent is entitled to the following holidays for which no service to the Agency is required:

New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

4.2 Travel and Other Expenses Reimbursement. All expenses incurred by the Superintendent while performing his duties as Superintendent shall be reimbursed in accordance with policies and procedures as established by the Board. The Superintendent will be reimbursed no less than the current IRS allowed reimbursement rate for out-of-district travel as approved by the Board. Where the Superintendent's attendance at meetings, functions, conferences, or other similar events is in a representative capacity of both ISDs, the expenses associated with such attendance shall be divided according to the Cost Allocation Standard.

4.3 Professional Dues. All local, state, and national professional organization dues for the Superintendent shall be paid upon approval of the Board.

Amounts remitted under this provision shall be subject to apportionment according to the Cost Allocation Standard set forth in the Dual Superintendency Cooperative Agreement.

4.4 Medical, Disability, Life Insurance. As a part of the Superintendent's remuneration for service, the following as an aggregate package covered by the Cost Allocation Standard, shall be remitted by the Agency, when the Superintendent elects to enroll in the following plans, products or coverages:

- (a) The Agency shall pay premium (or premium equivalent) toward Agency-designated health, dental and vision products for the Superintendent and his eligible dependent(s).
- (b) The Agency shall pay the premium for a long-term disability plan, designated by the Agency.
- (c) The District shall pay the premium for group Term Life Insurance coverage for the Superintendent in the policy amount of One Hundred Fifty Thousand Dollars (\$150,000).

The Superintendent may be required to pay a portion of the premium (or premium equivalent) for any of the plans, products or coverages identified in subparagraphs (a) – (c) above. In that event, the Superintendent's premium (or premium equivalent) contribution shall be payroll deducted. The Superintendent hereby authorizes payroll deductions for that purpose.

The Agency reserves the right to designate the identity of the insurance underwriter, policyholder and/or third party administrator for any of the said insurance products, programs, benefits and coverage, provided that comparable coverage, as

determined by the Agency, is maintained during the term of the Superintendent's Employment Contract.

The Agency agrees to pay premium or premium equivalent amounts for the above-mentioned programs and products within the underwriting rules and regulations of the insurance carrier or policyholder. The Agency shall not be required to remit premiums for any insurance plans or coverages for the Superintendent (or his eligible dependents) if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator.

The terms of any contract or policy issued by any underwriter insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other similar matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive or enroll in the above-described insurance plans or coverages. The Agency, by remitting premium payments or premium equivalent contributions required to fund the above-described plans or coverages, shall be relieved from all liability with respect to the underlying benefits and/or insurance programs.

Premium or premium equivalent payments remitted by the Agency for the above plans and products made on behalf of the Superintendent (and his eligible dependents) shall terminate on the last day of the month following the date of termination of the Superintendent's employment with the Agency. Provided, however, that long term disability insurance coverage for which the Agency pays premium on behalf of the Superintendent shall terminate on the last day of the Superintendent's employment with the Agency.

ARTICLE 5

EVALUATION

5.1 Evaluation. On or before March 1 of each contract year the Board and Superintendent shall meet for the purpose of evaluating the performance of the Superintendent, and for expressing recommendations and observations on how such performance may be continually improved.

ARTICLE 6

MEDICAL INQUIRIES

6.1 Physical and Psychological Examinations. The Superintendent agrees to submit to such medical inquiries and examinations, supply such information and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insured or self-insured programs in which Superintendent (and his eligible dependents) is enrolled under the terms of this Contract. Additionally, the Superintendent agrees, at the request of the Board, to submit to physical and/or psychological examinations conducted by a health care provider selected by the Board where there are reasonably founded concerns regarding the Superintendent's ability to perform the essential functions of his assignment or where the Superintendent is returning from a leave of absence taken due to illness or disability. Any such request or right of examination exercised by the Board shall be in compliance with the Family and Medical Leave Act, to the extent that the Superintendent enjoys rights under that enactment.

Upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if he is capable of performing his essential job functions, with or without reasonable job accommodations. Any physical or

psychological examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any physical or psychological examination under this section shall be at the expense of the Board. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

ARTICLE 7

ERRORS AND OMISSIONS INSURANCE

7.1 **Errors and Omissions Insurance.** The Agency shall pay the premium amount for errors and omissions insurance coverage for the Superintendent while he is engaged in the performance of a governmental function and while the Superintendent is acting within the court and scope of his authority. The policy limits for this coverage shall not be less than \$2,000,000. 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.

In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall so notify the Superintendent. In that event, or in the event that an uninsured claim is brought against the Superintendent while acting within the course and scope of his authority, the Board shall consider on a case by case basis whether or not to provide legal defense and/or indemnification to the Superintendent.

ARTICLE 8

EARLY TERMINATION

8.1 Disability. Should the Superintendent be unable to perform his duties under this Contract by reason of illness, disability or other cause beyond his control and where such condition exists for a period of more than six (6) months, or if the disability is permanent, irreparable, or of such nature as to preclude his performance duties for a period of more than six (6) months, the Agency may, at its option, terminate this Contract whereupon the respective duties, rights and obligations hereunder shall terminate.

8.2 Termination for Incompatibility. In the event of any incompatibility of office arising from the Dual Superintendency, as provided in the Cooperative Agreement, the Agency shall have the right to terminate this Contract as provided in Section 7 of the Cooperative Agreement. In the event of such incompatibility, the Superintendent also has a termination obligation to the extent provided in Section 7 of the Cooperative Agreement.

8.3 Termination Due to Dissolution of Dual Superintendency Cooperative Agreement. In the event that the Dual Superintendency Cooperative Agreement is terminated during its term pursuant to Section 12 thereof, the Agency shall have the right to terminate this Contract upon thirty (30) days written notice to the Superintendent.

8.4 Termination for Other Cause. This Contract may be terminated at any time, subject to due process requirements, when the Superintendent, in the Agency's judgment, has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, if the Superintendent materially breaches the terms and conditions of this Contract, or for other causes determined to be sufficient by the Agency.

However, the Board shall not terminate this Contract during its term for reasons that are arbitrary and capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at its expiration or non-extension of this Contract during its term, which decisions are discretionary with the Agency.

8.5 Resignation. Should the Superintendent otherwise determine to resign his position with the Agency prior to the expiration of this Contract, the Superintendent shall give notice of resignation to the Agency at least sixty (60) days prior to the Superintendent's last working day for the Agency.

8.6 Effect of Termination of Contract During Term. In the event that this Contract is terminated during its term under the provisions of this Article, the Board shall have no liability for payment of compensation or salary amounts for any period beyond the effective date of termination. The termination of medical, disability and life insurance products and premium (or premium equivalent) contributions by the Agency shall be as specified in Section 4.4 of this Contract.

ARTICLE 9

MISCELLANEOUS

9.1 Arbitration. In the event of any dispute between the parties relating to discharge of the Superintendent during the term of this Contract under the provisions of Section 8.4 of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision

shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract under the provisions of Section 8.4, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the right of the Superintendent to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's discharge, under the terms of Section 8.4 of this Contract, during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 29th Judicial Circuit of Michigan (Clinton County).

9.2 Entire Agreement. Together with the Cooperative Agreement, this Contract contains the entire agreement and understanding by and between the Agency and Superintendent with respect to the Superintendent's employment and no representations, promises, contracts or understanding, written or oral, not contained herein, shall be of any force or effect. All prior or concurrent agreements pertaining to, connected with or arising in any manner out of the employment of the Superintendent by the Agency are hereby terminated and shall hereafter be of no force or effect whatsoever.

9.3 Amendment. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Agency's Board of Education as reflected in its minutes, and signed by Superintendent and the President and Secretary of the Agency's Board of Education.

9.4 Waiver. Failure to enforce or require compliance with any of the terms or conditions of this Contract shall not constitute a general waiver or relinquishment of any terms or conditions of this Contract.

9.5 Severability. The unenforceability of any provision of this Contract shall not affect the enforceability of the remaining provisions of this Contract, and to this end, the provisions of this Contract are severable.


9.6 Effectiveness. This Contract shall become effective at such time as this Contract has been approved and executed by both parties, and the Employment Contract between the Dual Superintendent and Shiawassee County RESD shall likewise have come into effect.

This Agreement is executed on behalf of the Clinton County Regional Education Service Agency pursuant to and in accordance with the authority granted through resolution of the Board of Education adopted on **May 18, 2010**, the same being incorporated herein by reference.

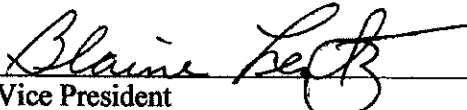
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date(s) specified below.

**CLINTON COUNTY REGIONAL
EDUCATION SERVICE AGENCY**

Date: 7-20, 2010

By: 
President

Date: 7-20, 2010

By: 
Vice President

Date: 7-21, 2010

By: 
JOHN HAGEL, Superintendent