

GENESEE INTERMEDIATE SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT 2011-2014

It is hereby agreed by and between the Board of Education of the Genesee Intermediate School District, located in Genesee County in the State of Michigan, (hereinafter called the Board) and Lisa A. Hagel, (hereinafter called the Superintendent) and the said Board in accordance with its action as found in the minutes of the meeting held on the 14th day of June, 2011, has and does hereby employ the said Lisa A. Hagel, as Superintendent for a three-year period commencing July 1, 2011 and ending June 30, 2014. Both parties agree that said employee shall perform the duties of the Superintendent in and for the said district as prescribed by the laws of the State of Michigan and according to the rules, regulations, and policies made thereunder by the Board.

WITNESSETH:

That in consideration of the annual salary for 2011-2012, an annual salary of Two Hundred Ten Thousand Dollars (\$210,000); and for 2012-2013 an annual salary determined by the Board not to be below the figure for 2011-2012; and for 2013-2014 an annual salary determined by the Board not to be below the figure for 2012-2013, said Superintendent agrees to perform faithfully the duties of Superintendent and to serve as executive officer of the Board. Salary shall be paid in 27 installments in accordance with the policy of the Board governing payment of other professional staff members in the District. The Board retains the right to adjust the annual salary of the Superintendent during the term of this contract, said salary adjustment not to reduce the annual salary below the figures stated in this contract, and any adjustment in salary made during the life of the contract shall be in the form of an amendment and shall become a part of this contract but it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination of the existing contract has been extended by said amendment. An additional three percent (3%) incremental increase shall be

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added to the salary as stated above. This three percent (3%) increase is subject to evaluation and accomplishment of goals. The Board agrees to contribute on behalf of the Superintendent to the Public School Employees Retirement Fund in accordance with Michigan Public School Employees Retirement Act of 1979. The Superintendent's salary shall also include an additional annual sum of \$10,000 to be used to purchase tax sheltered annuities. Contributions and accumulated earnings are vested with the Superintendent. The Superintendent is eligible to contribute a portion of her annual salary to a board-paid tax-sheltered annuity as provided by the Internal Revenue Service code and the district Tax Sheltered Annuity Plan Master Document. In consideration of the ongoing requirement of Superintendent certification, the attainment of advanced degrees and the additional responsibilities of guiding both GISD and constituent district staff, the Superintendent shall receive \$10,000 as additional salary, prorated for September 1, 2011 through June 30, 2012.

The Superintendent shall possess the minimum qualifications required by the School Code for the position of Intermediate Superintendent, if any, and loss of such qualifications shall terminate this agreement. The Superintendent hereby agrees to devote her time, skill, labor and attention to said employment during the term of this contract, provided however, that the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

The Superintendent agrees to perform the duties required by the School Code and School Board. The Superintendent is delegated the responsibility of all such necessary authority to administer and execute the policies adopted by the Board in accordance with the Michigan School Code and administrative regulations. The Superintendent shall make recommendations, and her reason for making them, to the Board in its determination of policies. She shall present to the Board administrative problems that are not fully covered by the policies of the Board.

The Superintendent shall organize and arrange the administrative and supervisory staff, which in her judgment, best serves the district. The administration of the instruction and

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business affairs as delegated by the Board will be lodged with the Superintendent and administered with assistance of her staff; and the responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent and her staff, subject to Board approval.

The Board, individually and collectively, will refer promptly all criticism, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause beyond her control, and said disability continues for more than one year and is permanent, irreparable or of such nature as to make the performance of her duties impossible in the opinion of competent medical advice, the Board may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations hereof shall terminate.

At the time of said disability, all rights to which the Superintendent is then entitled, or vested, shall be for her benefit and enjoyment.

The Board will provide the following benefits:

A. **Insurance Protection**

1. Choice of full-family health insurance coverage:

Health Plus PPO with a board-paid deductible of \$1,000 for a single-person contract or \$2,000 for a two-person or family contract and a \$0 prescription co-pay with a board-paid deductible of \$500 for a single-person contract or \$1,000 deductible for a two-person or family contract, both to be reimbursed through an employer paid health reimbursement account each calendar year, or

Blue Care Network (HMO), or

Health Plus of Michigan Point of Service Plan (PJ)

Ten percent (10%) of health care costs shall be deducted pre-tax from salary and spread over 21 pays from September 23, 2011 through June 29, 2012,

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unless payroll is notified in writing by the administrator that she desires an alternate payment plan (i.e., pay the total amount in one sum or begin the spread in the second pay in July).

When no health insurance coverage is selected, receive a cash option of \$3,200. The cash option is subject to applicable federal, state, local and social security (F.I.C.A.) taxes. Election of health insurance or cash option made during open enrollment in the month of August of each school year.

2. Board-paid group term-life insurance coverage in the amount of \$50,000 with the Superintendent subject to payroll deduction for the cost of insurance coverage two times the annual salary to a maximum of \$190,000. The carrier shall be determined by the Board. Life insurance coverage is subject to limitations of the carrier and is reduced to 25% of the value at age 70. The Superintendent may purchase additional term-life insurance with approval of the carrier and policy provisions.
3. Disability insurance protection. Coverage shall commence on the twenty-first workday after the beginning of the disability or upon exhaustion of sick days, whichever occurs last. Coverage shall equal 66-2/3% of the Superintendent's salary.
4. Liability insurance shall be provided in conjunction with excess umbrella liability and errors and omission coverage as provided by current board insurance programs.
5. Self-funded dental insurance plan administered through SET/SEG, or comparable, with full family coverage, co-pay Class I/II/III, 90/90/90, maximum \$2,000 per dental contract period (July 1 to June 30); orthodontic lifetime maximum for eligible dependents nineteen (19) years of age or less \$1,800.

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Option for internal/external coordination of benefits, 50/50. The Superintendent may also purchase supplemental dental coverage through GISD.

6. Full-family GISD self-funded vision program administered through SET/SEG on a reimbursement basis with the following benefit schedule per contract year (July 1 to June 30):

Vision exam	\$ 90.00	
Lenses		
-Single vision	\$100.00	
-Bifocal	\$130.00	
-Trifocal	\$150.00	
-Lenticular	\$150.00	
Frames	\$185.00	
Contact Lenses	\$250.00	Reimbursement at \$250.00 in lieu of all other benefits (exam, lenses and frames) during any plan year.

7. MASB-SET Business Travel Accident Accidental Death and Dismemberment benefits in the amount of \$125,000 for 24-hour protection whether personal and/or business. Nomination of beneficiary is required.
8. Upon retirement from Genesee Intermediate School District and in accordance with the provisions of the Public School Employees Retirement System, the Superintendent shall be entitled to receive life insurance decreasing from \$50,000 at age 55 years to \$8,000 at age 70 years as set forth in the Genesee Intermediate School District group term-life insurance Class 15.
9. The Superintendent has the option to purchase through pre-tax dollars supplemental insurance coverage through AFLAC for accident personal protection, cancer or hospital intensive care coverage. Benefits are paid directly to the Superintendent to help offset uncovered and incidental expenses beyond the regular health care plan. The Superintendent does not have to be a member of a health care plan through GISD to enroll in AFLAC.

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B. Sick Leave

The Superintendent shall be entitled to thirteen (13) sick leave days per year not to exceed one hundred and twenty (120) days accumulation. The sick leave program shall be coupled with the long-term disability program for maximum protection. The Superintendent shall be entitled to receive payment for unused sick leave accumulation at the rate of one day of compensation for two days of sick leave to a maximum payout of sixty (60) days upon retirement in accordance with the Public School Employees Retirement System.

C. Sick Leave Conversion to Vacation

Sick leave days may be converted to vacation on the basis of two sick leave days to one vacation day. This provision applies to sick leave to a maximum of ninety (90) days.

D. Personal Leave Days

The Superintendent may use three (3) days per year for personal business.

E. Vacation Allowance

Twenty-five (25) vacation days per year shall be granted to the Superintendent each fiscal year. Normally, vacation days will be taken during the year in which they are earned. Unused days may be carried over to a maximum of twenty-five (25) days over the life of this contract. Thereafter, vacation time shall be lost. If the Superintendent is requested to work during vacation time, she shall be paid for the time worked or be allowed to take the vacation time after the specified period.

F. Nonscheduled Days

Eight (8) nonscheduled days will be granted in each fiscal year to be used during Christmas or Easter (Winter and Spring Recess) within the dates listed below. In extenuating circumstances and/or to carry out required district responsibilities, up to

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four of the days may be taken in a block at another time to allow the district flexibility for providing coverage during the Christmas and Easter holidays.

2011-2012 (Based on Common School Calendar)

Tuesday	December 27, 2011	Monday	April 2, 2012
Wednesday	December 28	Tuesday	April 3
Thursday	December 29	Wednesday	April 4
		Thursday	April 5

One Floating Holiday (to be used prior to June 30, 2012)

2012-2013 (Based on Common School Calendar)

Wednesday	December 26, 2012	Monday	April 1, 2013
Thursday	December 27	Tuesday	April 2
Friday	December 28	Wednesday	April 3
		Thursday	April 4
		Friday	April 5

2013-2014 (Based on Common School Calendar)

Thursday	December 26, 2013	Monday	April 7, 2014
Friday	December 27	Tuesday	April 8
Monday	December 30	Wednesday	April 9
		Thursday	April 10
		Friday	April 11

G. Professional Organization Dues

Memberships for local, state and federal organizations shall be paid if within the primary job assignment with approval of the Board.

H. Conference Expenses

Expenses for approved conference attendance shall be paid in full on an actual cost basis if substantiated by a voucher/receipt.

I. Other Expenses

Reimbursement shall be paid for expenses incurred for other job-related activities following approval if substantiated by a voucher/receipt

J. Education Expense

Reimbursement shall be paid for educational expense up to six (6) graduate hours per year with approval by the Board.

K. Holidays

Ten (10) paid holidays shall be granted in accordance with the calendars established for district facilities.

2011-2012:

Monday, July 4, 2011	Independence Day Holiday
Monday, September 5	Labor Day Holiday
Thursday, November 24	Thanksgiving Day
Friday, November 25	Day after Thanksgiving
Friday, December 23	Christmas Eve Holiday
Monday, December 26	Christmas Day Holiday
Friday, December 30	New Year's Eve Holiday
Monday, January 2, 2012	New Year's Day Holiday
Friday, April 6	Friday before Easter
Monday, May 28	Memorial Day Holiday

2012-2013:

Wednesday, July 4, 2012	Independence Day Holiday
Monday, September 3	Labor Day Holiday
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Monday, December 24	Christmas Eve Holiday
Tuesday, December 25	Christmas Day Holiday
Monday, December 31	New Year's Eve Holiday
Tuesday, January 1, 2013	New Year's Day Holiday
Friday, March 29	Friday before Easter
Monday, May 27	Memorial Day Holiday

2013-2014:

To be determined

M. Direct Deposit

The Superintendent is required to use direct deposit for pay to the banking institution(s) of her choice.

N. Salary Reduction

The Superintendent is eligible to elect salary reduction for an approved annuity of her choice.

O. Flexible Spending Account

The Superintendent will be eligible to contribute to a Flexible Spending Account for medical reimbursement and dependent care expenses. Funds designated for a

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Flexible Spending Account are pre-tax dollars. The maximum annual contribution and reimbursement will comply with Internal Revenue Service guidelines. The plan year will be September 1 through August 31 each year.

That the Superintendent does hereby agree to have a comprehensive medical examination annually; that the physician's statement certifying to the physical competency of the Superintendent shall be reviewed and filed with the Board Personnel Committee by the first of August of that year and treated as confidential information by the Board, the cost of said medical examination to be borne by the district.

Expenses for the cost of conferences and other activities relating directly to the job functions of the position of Superintendent are reimbursable upon presentation of receipt or through utilization of the Genesee Intermediate School District credit card.

The Board of Education agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought at any time, including subsequent to the termination date of this agreement, against the Superintendent in her capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of her employment unless the demand, claim, suit, action or legal proceeding is brought by the Board against the Superintendent.

That the Board shall devote a portion or all of one meeting, at least annually, to a discussion of the working relationship between the Superintendent and the Board.

The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent of the Board and the Superintendent.

That this contract be reopened during the month of April in each succeeding year of the contract for any consideration of salary adjustment, fringe benefits, contract extension and such contract modifications as to which the parties may mutually agree.

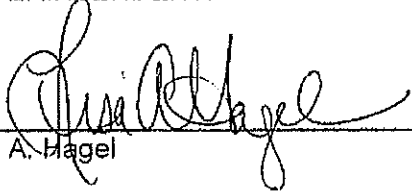
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This contract shall be reviewed annually by the Board's school attorney. If the Michigan Public School Employees Retirement System shall disallow any salary amounts for inclusion in the final average compensation, the school district shall provide an attorney for subsequent appeals.

The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Board shall have the right to terminate the Superintendent and void this contract if the Superintendent violates the prohibition from engaging in conduct involving moral turpitude.

The Superintendent shall not have tenure in any administrative position.

SUPERINTENDENT:



Lisa A. Hagel

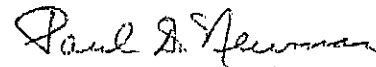
GENESEE INTERMEDIATE SCHOOL
DISTRICT BOARD OF EDUCATION:



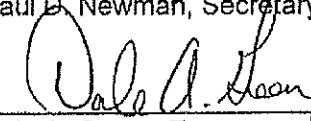
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