

GENESEE INTERMEDIATE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT 2019 - 2024

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, Ed.D., (hereinafter called the Superintendent) and the said Board in accordance with its action as found in the minutes of the meeting held on the 25th day of June, 2019, has and does hereby employ the said Lisa A. Hagel, Ed.D., as Superintendent for a five-year period commencing July 1, 2019 and ending June 30, 2024. 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 2019-2020 an annual base salary of Two Hundred Twenty-Nine Thousand, Four Hundred Seventy-Three Dollars (\$229,473), and an annual salary determined by the Board not to be below the figure for the annual salary for the previous year through 2023-2024, said Superintendent agrees to perform faithfully the duties of Superintendent and to serve as executive officer of the Board. Longevity of \$6,850 shall be added to the salary amount and shall be paid in 26 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 increase of an additional three percent (3%) in the amount of \$7,981 incremental of the base salary stated above shall be added. Of the three percent (3%) increase, \$6,328 shall be paid in the salary and the balance of

Superintendent's Contract 2019 - 2024 - Page 2

\$1,653 shall be added with the amounts of \$6,884 from 2014–2015, \$7,091 from 2015-2016, \$7,303 from 2016-17, \$7,521 from 2017-18, and \$7,748 from 2018-19 to the board paid annuity as a non-elective deferral. This three percent (3%) increase is subject to evaluation and accomplishment of goals. Additionally, \$7,800 will be paid to the board paid annuity as a non-elective deferral. 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, attainment of advanced degrees, and additional responsibilities, including, but not limited to: the guidance of constituent district staff, assuming operational responsibility for new instructional programs, and the development of new technology-based service agreements nationally, the superintendent shall receive \$11,200 added to the salary as stated above.

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 shall have four days per year to conduct work from home. The Superintendent must be available to physically come to work if requested due to an unforeseen circumstance.

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

Superintendent's Contract 2019 - 2024 - Page 3

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 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. The Superintendent is eligible for a choice of full-family health insurance coverage per contract period January 1 to December 31.

Superintendent's Contract 2019 - 2024 - Page 4

The Superintendent shall be subject to the co-payment of health care costs equal to the difference between the premium cost and the annual cost limitation imposed on public employers by P.A. 152. By signature agreement, the co-pay shall be deducted pre-tax from salary beginning in January and ending in December, unless payroll is notified in writing by the Superintendent that she desires an alternate payment plan (i.e., pay the total amount in one sum). In the event the Superintendent is off work without pay, co-payment of health care costs is required for benefits to continue.

When no health insurance coverage is selected, the Superintendent receives a cash option of \$3,200. The cash option is subject to applicable federal, state, local and social security (F.I.C.A.) taxes. After initial employment, election of health insurance or cash option is made during annual open enrollment of each year.

2. Board-paid group term-life insurance coverage two times the annual salary to a maximum of \$190,000. The imputed cost of coverage in excess of \$50,000 shall be included in income and is subject to federal taxes in the year-end W-2, including social security and Medicare taxes, based on the actuarial schedule provided by the IRS for the premium amount greater than \$50,000. The Superintendent is not subject to payroll deduction for any part of the cost of the premium for life insurance coverage. 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. The Board of Education will purchase a long term care/life insurance policy not to exceed \$4,000 in annual premium for the Superintendent until death.

Superintendent's Contract 2019 - 2024 - Page 5

4. Disability insurance protection. Coverage shall commence after 30 consecutive days of disability or upon exhaustion of sick days, whichever occurs last.
Coverage shall equal 66-2/3% of the Superintendent's salary.
5. Liability insurance shall be provided in conjunction with excess umbrella liability and errors and omission coverage as provided by current board insurance programs.
6. Self-funded dental insurance plan with full family coverage, co-pay Class I/II/III/IV, 90/90/90/90, maximum \$2,000 per dental contract period (January 1 to December 31); orthodontic lifetime maximum for eligible dependents nineteen (19) years of age or less \$1,800. Option for internal/external coordination of benefits, 50/50/50/50. The Superintendent may also purchase supplemental dental coverage through GISD.
7. Full-family self-funded vision insurance plan with the following benefit schedule per contract year (January 1 to December 31):

Vision exam	\$ 90.00
Lenses	
-Single vision	\$100.00
-Bifocal	\$130.00
-Trifocal	\$150.00
-Lenticular	\$150.00
Frames	\$200.00
Contact Lenses	\$250.00
(Reimbursement for contact lenses at \$250.00 in lieu of all other benefits (exam, lenses and frames) during any plan year.	

8. 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.

Superintendent's Contract 2019 - 2024 - Page 6

9. 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 8.
10. The Superintendent has the opportunity to elect additional Term Life and Accidental Death and Dismemberment (AD&D) insurance for herself, her spouse and her dependent children. Enrollment for employee or spouse supplemental life will require Evidence of Insurability (EOI) and underwriting approval for amount in excess of the Guaranteed Amounts (employees up to \$150,000, spouse up to \$30,000, and dependent children up to \$10,000). Election must be made during annual open enrollment.
11. The Superintendent has the option to purchase through post-tax dollars supplemental insurance coverage through AFLAC or TransAmerica 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 or TransAmerica.

B. Sick Leave

The Superintendent shall be entitled to thirteen (13) sick leave days per year not to exceed one hundred 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.

Superintendent's Contract 2019 - 2024 - Page 7

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 one hundred twenty (120) 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 thirty (30) 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 winter and spring recess within the dates listed below. In extenuating circumstances and/or to carry out required district responsibilities, up to four of the days may be taken in a block at another time to allow the district flexibility for providing coverage during the winter and spring recess.

2019-2020 (Based on Common School Calendar)

Monday	December 23, 2019	Monday	March 30, 2020
Thursday	December 26, 2019	Tuesday	March 31, 2020
Friday	December 27, 2019	Wednesday	April 1, 2020
Monday	December 30, 2019	Thursday	April 2, 2020
Thursday	January 2, 2020	Friday	April 3, 2020
Friday	January 3, 2020		

Superintendent's Contract 2019 - 2024 - Page 8

2020-2021 (Based on Common School Calendar)

Wednesday	December 23, 2020	Monday	March 29, 2021
Monday	December 28, 2020	Tuesday	March 30, 2021
Tuesday	December 29, 2020	Wednesday	March 31, 2021
Wednesday	December 30, 2020	Thursday	April 1, 2021
		Friday	April 2, 2021

2021-2022 (Based on Common School Calendar)

Thursday	December 23, 2021	Monday	March 28, 2022
Tuesday	December 28, 2021	Tuesday	March 29, 2022
Wednesday	December 29, 2021	Wednesday	March 30, 2022
Thursday	December 30, 2021	Thursday	March 31, 2022
		Friday	April 1, 2022

2022-2023 (Based on Common School Calendar)

Friday	December 23, 2022	Monday	March 27, 2023
Tuesday	December 27, 2022	Tuesday	March 28, 2023
Wednesday	December 28, 2022	Wednesday	March 29, 2023
Thursday	December 29, 2022	Thursday	March 30, 2023
		Friday	March 31, 2023

2023-2024 (Based on Common School Calendar)

Wednesday	December 27, 2023	Monday	March 25, 2024
Thursday	December 28, 2023	Tuesday	March 26, 2024
Friday	December 29, 2023	Wednesday	March 27, 2024
		Thursday	March 28, 2024
		Friday	March 29, 2024

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.

Superintendent's Contract 2019 - 2024 - Page 9

K. Holidays

Eleven (11) paid holidays shall be granted in accordance with the calendars established for district facilities.

2019-2020

Thursday	July 4, 2019	Independence Day
Monday	September 2, 2019	Labor Day
Thursday	November 28, 2019	Thanksgiving Day
Friday	November 29, 2019	Day after Thanksgiving
Tuesday	December 24, 2019	Christmas Eve
Wednesday	December 25, 2019	Christmas Day
Tuesday	December 31, 2019	New Year's Eve
Wednesday	January 1, 2020	New Year's Day
Monday	January 20, 2020	Martin Luther King Day
Friday	April 10, 2020	Friday before Easter
Monday	May 25, 2020	Memorial Day

2020-2021

Friday	July 3, 2020	Independence Day Holiday
Monday	September 7, 2020	Labor Day
Thursday	November 26, 2020	Thanksgiving Day
Friday	November 27, 2020	Day after Thanksgiving
Thursday	December 24, 2020	Christmas Eve
Friday	December 25, 2020	Christmas Day
Thursday	December 31, 2020	New Year's Eve
Friday	January 1, 2021	New Year's Day
Monday	January 18, 2021	Martin Luther King Day
Friday	April 2, 2021	Friday before Easter
Monday	May 31, 2021	Memorial Day

2021-2022

Monday	July 5, 2021	Independence Day Holiday
Monday	September 6, 2021	Labor Day
Thursday	November 25, 2021	Thanksgiving Day
Friday	November 26, 2021	Day after Thanksgiving
Friday	December 24, 2021	Christmas Eve
Monday	December 27, 2021	Christmas Day Holiday
Friday	December 31, 2021	New Year's Eve
Monday	January 3, 2022	New Year's Day Holiday
Monday	January 17, 2022	Martin Luther King Day
Friday	April 15, 2022	Friday before Easter
Monday	May 30, 2022	Memorial Day

Superintendent's Contract 2019 - 2024 - Page 10

2022-2023

Monday	July 4, 2022	Independence Day
Monday	September 5, 2022	Labor Day
Thursday	November 24, 2022	Thanksgiving Day
Friday	November 25, 2022	Day after Thanksgiving
Friday	December 23, 2022	Christmas Eve Holiday
Monday	December 26, 2022	Christmas Day Holiday
Friday	December 30, 2022	New Year's Eve Holiday
Monday	January 2, 2023	New Year's Day Holiday
Monday	January 16, 2023	Martin Luther King Day
Friday	April 7, 2023	Friday before Easter
Monday	May 29, 2023	Memorial Day

2023-2024

Monday	July 4, 2022	Independence Day
Monday	September 5, 2022	Labor Day
Thursday	November 24, 2022	Thanksgiving Day
Friday	November 25, 2022	Day after Thanksgiving
Friday	December 23, 2022	Christmas Eve Holiday
Monday	December 26, 2022	Christmas Day Holiday
Friday	December 30, 2022	New Year's Eve Holiday
Monday	January 2, 2023	New Year's Day Holiday
Monday	January 15, 2023	Martin Luther King Day
Friday	April 7, 2023	Friday before Easter
Monday	May 29, 2023	Memorial Day

L. Direct Deposit

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

M. Salary Reduction

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

N. 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 Flexible Spending Account are pre-tax dollars. The maximum annual contribution and reimbursement will comply with Internal Revenue Service guidelines. The plan year will renew annually effective January 1 through December 31 of each fiscal year.

O. Longevity Pay

The Superintendent shall receive longevity pay for length of service as an administrator in Genesee Intermediate School District as follows:

<u>Experience</u>	<u>% of Base Wage</u>
Five (5) years	2.50%
Ten (10) years	3.00%
Fifteen (15) years	3.50%
Twenty (20) years	4.00%
Twenty-five (25) years	4.50%
Thirty (30) years	5.00%

P. Phone Expense Reimbursement

The Superintendent is expected to be available to the District at all times via a personal cell phone. The District will reimburse up to \$600 for the purchase of a cell phone and necessary accessories. Reimbursements for cell phone purchase may occur in a twelve (12)-month period. Applicable receipts shall be provided to the Business office for processing.

The Superintendent does hereby agree to have a comprehensive medical examination annually and 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

Superintendent's Contract 2019 - 2024 - Page 12

acting within the scope of her employment unless the demand, claim, suit, action or legal proceeding is brought by the Board against the Superintendent.

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.

This contract shall 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.

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.

Superintendent's Contract 2019 - 2024 - Page 13


The Superintendent shall not have tenure in any administrative position.

SUPERINTENDENT:




Lisa A. Hagel, Ed.D.


GENESEE INTERMEDIATE SCHOOL
DISTRICT BOARD OF EDUCATION:




Jerry D. Ragsdale, President



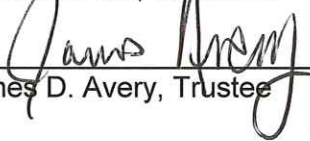
Lawrence P. Ford, Vice President



Dr. Paul D. Newman, Secretary



Richard E. Hill, Treasurer



James D. Avery, Trustee

LAH/dsm