

CHELSEA SCHOOL DISTRICT
CONTRACT OF SUPERINTENDENT

This contract is entered into on March 19, 2012, between the Board of Education (the Board) of the Chelsea School District (the District) and Andrew D. Ingall (the Superintendent).

Because the Board at a meeting held on March 19, 2012, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. TERM. This contract shall take effect on July 1, 2012 and continue in force through June 30, 2015, subject to extension and termination as provided in Paragraphs 5 and 12. Where the terms "year", "annual" or "annually" are used in this contract, they refer to a period commencing on July 1 and ending the following June 30.

2. QUALIFICATIONS. The Superintendent must possess and maintain all certificates, credentials, continuing education requirements and qualifications required by the Board and by law to serve as superintendent of schools. The Superintendent must obtain a superintendent endorsement from Michigan Association of School Administrators (MASA) under its Tier 2 Courageous Journey training course no later than December 31, 2015 at the District's expense.

3. DUTIES. The Superintendent agrees to perform his duties in a faithful, diligent, competent and professional manner in compliance with the laws applicable to the District and the policies and directives of the Board. The Superintendent will recommend policies to the Board, will use his best efforts to maintain and improve the quality of the District, and will promote efficiency in all areas of his responsibility.

4. EVALUATION. Annually, no later than March 31 of each year of this contract, the Board shall review with the Superintendent his job performance and job accomplishments in an assessment that incorporates a rigorous, transparent and fair evaluation and that includes, in part, data on student growth as measured by assessments and other objective criteria in accordance with the Board's evaluation policy. The Superintendent shall advise the Board of this obligation at the Board's first meeting in January.

5. EXTENSION and NONRENEWAL. The Board, no later than March 31 of each year during the term of this contract, will consider extension of the contract for an additional one-year period. Any such extension will require an affirmative vote of the Board at an open meeting and shall be made in the Board's sole discretion. The Superintendent shall advise the Board of this obligation at the Board's first meeting in January.

Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979 (MCL 380.1229). The Superintendent shall advise the Board of this obligation at the Board's first meeting in January.

6. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of superintendent of schools or in any other administrative position in the District.

7. **COMPENSATION.** For the 2012-2013 year, the District will pay the Superintendent an annual base salary of one hundred twenty eight thousand dollars (\$128,000.00). Future salary increases shall be negotiated annually based upon the Superintendent's annual evaluation through the 2014-2015 year, unless otherwise agreed by the parties in writing. Absent agreement, the salary for the prior year will remain in effect.

8. **INSURANCE.** Except as otherwise specifically designated in this contract, the Superintendent shall receive the insurance benefits provided by the District to full-time, professional administrative staff on the same basis as available to those staff members in accord with Board policy, which are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

A. Errors and Omissions Insurance - the District may provide errors and omissions liability insurance for the Superintendent to cover the following indemnification agreement. The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings, brought against the Superintendent in his individual capacity, or in his official capacity as an agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and in accordance with the applicable laws and the Board's policies, but excluding criminal proceedings and any related legal fees, court costs, fines, other costs or penalties. The monetary limit of the District's obligation under this indemnification agreement shall not exceed three million dollars (\$3,000,000.00) aggregate per year for all claims in the District. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

9. **OTHER BENEFITS.**

A. Annuity. The District will pay on behalf of the Superintendent an amount equal to eight percent (8.0%) of annual base salary (rounded to the nearest whole dollar) for a tax-deferred annuity (403b or 457 plan) selected by the Superintendent. The annual annuity amount will be paid in twenty-four (24) equal installments on each pay date. This amount is considered compensation under the Michigan School Employees Retirement Act, and both the District and the Superintendent will be required to make contributions to the retirement system on these payments.

B. Professional Growth. The Superintendent may attend professional meetings at local, state, and national levels, at the District's expense and as approved in the District's annual budget. The District will also reimburse the Superintendent up to six (6) semester credits per year for all reasonable expenses incurred for successfully completed academic university courses. Courses must be approved by the Board President as of value to the District. Reimbursed tuition costs shall not exceed the current tuition for graduate level courses for in-state students at the University of Michigan.

C. Professional Dues and Subscriptions. The District will pay the dues of the Superintendent for membership in the American Association of School Administrators, the Michigan Association of School Administrators, and two (2) additional professional organizations.

D. Outside Professional Activities. The Superintendent may undertake professional consultation, speaking engagements, writing, lecturing, university classes, or other professional activities which are consistent with performance of his duties under this contract, scheduled with approval of the Board President, but not to exceed five (5) full business days annually. The Superintendent may retain any honorarium or fees paid for his services in such outside activities. Time spent on outside professional activities is considered an unpaid leave of absence and District resources shall not be used in connection with those activities.

E. Vacations. The Superintendent is entitled to twenty (20) days of paid vacation annually, exclusive of holidays. Vacations should be selected by the Superintendent during periods of time least disruptive to the operation of the District. The Superintendent is entitled to carry forward not more than ten (10) days of unused vacation per year into the next school year.

F. Holidays. Annually, the Superintendent is entitled to the following paid holidays: 4th of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year Day, and Memorial Day.

G. Personal Days. Annually, the Superintendent is entitled to two (2) paid personal days.

H. Sick Days. The Superintendent is granted fifteen (15) days per year with full pay for use during personal or family illness or disability. Sick days may accumulate to a maximum of two hundred twenty-five (225) days. The Superintendent may carry-over all sick days accrued in his previous positions with the District, subject to the maximum stated above. Accrued sick days revert to the District upon termination of employment.

I. Reimbursement for District Business and Travel. The Superintendent will be reimbursed for travel, meals, and lodging in accordance with reimbursement policies adopted by the Board. Mileage reimbursement for in-county travel will not be reimbursed. The Superintendent must present an itemized account of reasonable and necessary expenses prior to reimbursement.

J. Community Relations Expenses. The Superintendent is expected to establish and maintain good relationships with persons and organizations who are in a position to advance the interests of the District. To support this expectation, the District will pay for, or reimburse the Superintendent, up to one thousand dollars (\$1,000.00) annually to cover the cost of membership in a service club(s).

10. COMMUNICATIONS. The Superintendent shall possess a cell phone and provide the number to the Board. All costs related to the cell phone shall be at the expense of the Superintendent.

11. MEDICAL EXAMINATION. The Superintendent agrees to have a comprehensive medical examination once every year. The cost of said medical examination shall be paid under the health insurance policy provided to the Superintendent by the District, but the District will pay all out-of-pocket expenses not covered by insurance such as co-pays and deductibles.

12. TERMINATION. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and qualifications for the position of superintendent of schools as required by this contract, the contract shall automatically terminate. The Superintendent may be discharged

and this contract terminated if he is in breach of his obligations under this contract, including failure to uphold any board policy, bylaw, regulation or directive, or if he engages in conduct detrimental to the interests or welfare of the District. Prior to any mid-term termination of this agreement, the Board will provide at least ten (10) days prior written notice of the reasons and an opportunity to address the Board before it votes on termination.

13. SEVERABILITY. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, the remaining provisions of this contract shall remain in effect.

14. DISPUTE RESOLUTION. The parties agree to submit any dispute relating to this contract or arising from or related to his employment with the District, to binding arbitration. Either party may seek injunctive relief, as permitted by law, pending resolution of the underlying dispute by arbitration. This agreement to arbitrate includes all claims arising under state or federal constitutions, statutes or common law.

Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator shall have the right and authority to award any damages, attorney fees, or other relief that would be available to the Superintendent under the applicable statutes. The arbitrator may order any discovery process that s/he determines appropriate to the proceedings. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the District and the Superintendent.

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 and eighty (180) calendar days of the date the claim arose. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation, except as ordered otherwise by the arbitrator in accordance with any statutory authority. The Decision and Award of the arbitrator shall be final and binding, and judgment thereon may be entered in the Circuit Court for the 22nd Judicial Circuit of Michigan (Washtenaw County).

15. ENTIRE AGREEMENT. This is the entire agreement between the parties with respect to the employment of the Superintendent and shall be interpreted in accordance with the laws of the State of Michigan. This contract may be amended, revised, renewed, or extended, only by a written instrument duly adopted and executed by the parties. Time is of the essence of this contract.

SUPERINTENDENT

BOARD OF EDUCATION

Andrew D. Ingall

R. Stephen Olsen, President

Dated: _____

Anne E. Mann, Secretary