

**SUPERINTENDENT/PRINCIPAL'S EMPLOYMENT CONTRACT
BETWEEN
ANGEL INGLESE
AND
THE BOARD OF EDUCATION
OF
NORTH DICKINSON COUNTY SCHOOL DISTRICT**

It is hereby mutually agreed by and between the North Dickinson County School District #3 Board of Education, hereinafter referred to as "Board" and Angel Inglese, hereinafter referred to as "Superintendent/Principal" that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said Superintendent/Principal as its Superintendent/Principal of Schools from July 1, 2015 through June 30, 2017, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent/Principal shall perform the duties of Superintendent/Principal of Schools as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. Superintendent/Principal represents that she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law and if State Regulations reinstate the requirements to serve in the position of Superintendent/Principal of Schools, the Superintendent/Principal will comply with those regulations also. If, at any time, the Superintendent/Principal fails to maintain or obtain all certificates, credentials, and qualifications for the position of Superintendent/Principal of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereinafter.
3. The Superintendent/Principal agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the school district and she will inform the Board as to administrative action taken on its behalf.
4. The Superintendent/Principal shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. She will faithfully and diligently fulfill all duties and obligations incumbent upon her as the executive head of the school system and school district. Further, the Superintendent/Principal pledges to use his/her best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his/her responsibility.
5. The annual salary for the position shall be Sixty-Three Thousand Seven Hundred Fifty Dollars (\$63,750.00) under this contract which shall be payable in 26 equal installments beginning with the first payday in September. The Superintendent/Principal shall work Two Hundred thirty days (230) during the time between July 1 and June 30 of each year. Provided that unless the Board of Education gives written notice to the Superintendent/Principal at least ninety (90) days prior to the termination of this Contract that it is considering non-renewal of the Contract, and the reasons therefore, has afforded the Superintendent/Principal the opportunity to meet with the Board, and has given written notice of non-renewal at least sixty (60) days before the termination date of this Contract, all as more particularly set forth in Section 1229 of the Revised School Code (MCL 380.1229), then this Agreement shall be renewed for an additional one (1) year period, subject to all of the covenants and conditions of this Agreement during such extended term. On an annual basis the Board and Superintendent/Principal will negotiate the Superintendent/Principal salary.
6. The Board hereby retains the right to adjust the salary of the Superintendent/Principal during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent/Principal and the Board, shall become a part of this contract.
7. The Board shall review this contract with the Superintendent/Principal annually, and shall on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent/Principal of its action in writing. Evaluations are to be based in part on mutually developed goals and objectives which will be presented to the Superintendent/Principal in writing prior to November 1st of the year of evaluation. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

8. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent/Principal's inability to perform his/her position responsibilities for a period of ninety (90) consecutive calendar days due to mental or physical disability as determined through a written statement by a mutually agreed upon Physician. The cost of this statement will be paid for by the School District.
9. The Board shall be entitled to terminate the Superintendent/Principal's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent/Principal. At such hearing, she may have legal counsel at his/her own expense.
10. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Non-renewal shall be prescribed under Section 1229 of the Revised School Code, MCL380.1229.
11. In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Superintendent/Principal during the term of the Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, The American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent/Principal arising from Superintendent/Principal's discharge during the term of this Contract, non-renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent/Principal. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within thirty (30) days of the effective date of Superintendent/Principal's discharge, non-renewal or alleged violation. 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. The Decision and Award of the arbitrator shall be final and binding and judgement thereon may be entered in the County Circuit Court.
12. The Superintendent/Principal agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent/Principal of Schools or any other Administrative position by virtue of this contract or any employment assignment of this school district. The Superintendent/Principal shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
13. In the event of non-renewal of the contract due to enrollment decline, financial problem or any other reason not related to Superintendent/Principal competency, the Superintendent/Principal shall be offered another administrative position for which he/she is qualified or assigned to a teaching position for which he/she is certified. In such reassignment, the Superintendent/Principal shall be given credit for service to the district from the original date of employment.
14. Superintendent/Principal shall submit to such medical examinations, supply such information, and execute such documentation as may be required by underwriters, policy holders or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request a mutually agreed upon Physician's statement to determine if the Superintendent/Principal is capable of performing the duties required in his/her assignment. The Board may require the Superintendent/Principal to have a comprehensive medical examination as may be deemed necessary. If such an examination is required a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent/Principal to perform his/her duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision, the cost of services for said examination shall be borne by the school district.
15. It is understood and agreed that the Principal shall be provided with the following by the Board and without further cost or expense to the Principal, (except that if the Board negotiates health benefits with the professional association that requires the individual professional to pay for a portion of the health benefits then the principal will be required to pay an equivalent amount) the sums, amounts or value thereof to be in at least the minimum amount provided by the Board to any of its other professional employees. Such additional items shall include the following:

16. The Board of Education shall provide the Superintendent/Principal with the following benefits:
 - Twelve (12) days sick leave per fiscal year in the event the Superintendent/Principal is absent from duty on account of personal illness or disability. Unused sick leave shall be accumulative without limit.
 - Three (3) days leave time with no accumulation from year to year for the conduct of personal business.
 - Insurance benefits, including but not limited to medical, group life, dental, and vision. The Superintendent/Principal shall be responsible to follow the state cap (per the master teacher agreement) of the health insurance premium per month. The employee's share shall be paid through payroll deduction. Acceptance of the insurance plan shall serve as authorization for payroll deduction of the amount to be paid by the employee. On plan B insurance the Superintendent/Principal will be responsible to pay 10% of the premium. The Superintendent/Principal shall have the option of \$2000 cash in lieu of insurance.
 - Payment of dues for state and national professional organization as appropriate
 - Liability insurance that also covers Civil Rights cases.
17. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent/Principal is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
18. The Board of Education encourages the Superintendent/Principal to pursue professional growth. The Superintendent/Principal shall be eligible to be reimbursed for meals, lodging and conference expenses at a reasonable and customary rate for the location of the professional growth event. Any expenses by the Superintendent/Principal for out-of-district travel shall be submitted for review and approval by the Board. Superintendent/Principal shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. The Superintendent/Principal will be reimbursed for mileage at the current IRS rate when traveling outside the school district. The Board shall reimburse the Superintendent/Principal up to Six Hundred Dollars (\$600.00) per school year for tuition for college courses taken for continuing professional growth in the position of the Superintendent/Principal.
19. The Board shall pay the dues of the Superintendent/Principal for membership in MASA, AASA, Michigan Small and Rural Schools Association, School Equity Caucus and other Professional Associations as approved by the Board of Education.
20. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent/Principal with respect to the employment of the Superintendent/Principal and no representations, promises, contracts, or understanding, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent/Principal by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent/Principal and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent/Principal and the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision.
21. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
22. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.
23. The Board shall provide errors and omission liability insurance for the Superintendent/Principal to cover legal expenses in defense of claims and payment of judgements resulting from his/her functioning as Superintendent/Principal. In no case will individual Board members be considered personally liable for indemnifying the Superintendent/Principal against such demands, claims, suits, actions and legal proceedings.
24. This contract supercedes any and all other contracts in effect at the time of the signing of this contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

3/12/15
Date

Angel Ingese
Angel Ingese, Superintendent/Principal

NORTH DICKINSON COUNTY SCHOOL DISTRICT BOARD OF EDUCATION

Date

Carl Steinbrecher
Carl Steinbrecher, President

Date

Marsha J. Hord
Marsha J. Hord, Secretary