

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, between the GRAND HAVEN AREA PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter "Board") and ANDREW D. INGALL (hereinafter "Superintendent"), is made and entered into with respect to the following provisions:

1. Contract Term. (a) This Agreement covers Superintendent's employment by the Board for the three (3) year period from July 1, 2016 through June 30, 2019.

(b) This Agreement may be extended beyond June 30, 2019, either by Board option or by operation of law, as follows:

(i) Board Option. The Board may, in its sole discretion during the term of this Agreement, extend this Agreement on terms which are legally permissible and mutually acceptable. Any such discretionary extension shall, however, be by written agreement approved and executed by the parties.

(ii) Operation of Law. This Agreement shall be subject to renewal for an additional period of one (1) year in the event the Board fails to timely act, as required by Section 1229 of The Revised School Code, to provide for its non-renewal upon expiration.

2. Assignment and Qualifications. (a) Superintendent shall serve as the Grand Haven Area Public Schools' (hereinafter "District") Superintendent of Schools.

(b) Superintendent represents that he possesses, and agrees at all times to maintain, all certificates, credentials, continuing education credits, and other qualifications required by applicable law, rule, standard and/or regulation, whether promulgated by statute or otherwise, to serve as the District's Superintendent of Schools. Superintendent shall also obtain an administrator certification superintendent endorsement, under the Michigan Association of School Administrators (MASA) Tier 2 Courageous Journey Program, not later than June 30, 2017; and the remaining cost (estimated at \$1,200) of such certification and endorsement shall be paid by the District.

3. Non-Tenure. Superintendent shall not gain tenure in his position as Superintendent of Schools or in any other administrative position or capacity with the District.

4. Duties. Superintendent shall faithfully and competently perform, on a full-time basis, all duties and responsibilities required of him as the District's Superintendent of Schools, whether such duties and responsibilities arise pursuant to The Revised School Code (as amended), pursuant to any other applicable law, rule or regulation, and/or pursuant to such policies and/or directives as may be reasonably adopted or issued by the Board. Superintendent shall act as an advisor to the Board on all matters concerning the District's administration and shall apprise the Board of administrative action taken on its behalf. Superintendent shall recommend to the Board such policies and/or programs as are believed to be in the best interests of the District and its students, and shall implement, or cause to be implemented, such policies and/or programs as are

approved or adopted by the Board. Superintendent shall, at all times and in all regards, perform the duties and responsibilities incumbent upon him as the chief executive officer of the District in a conscientious, diligent, and professional manner.

5. Compensation: For services performed by Superintendent pursuant to this Agreement, the Board shall compensate Superintendent in the amounts and in the manner prescribed below:

- (a) Salary: The Board shall pay Superintendent a base annual (i.e. July 1 through June 30) salary for 2016-2017 of \$169,125, payable in twenty-six (26) regular installments per year.

Superintendent's base annual salary for any year (July 1 through June 30) beyond 2016-2017 shall be determined by the Board, but shall not be less than Superintendent's salary for the prior year.

- (b) Tax-Deferred Annuity: The Board shall, during each year of this Agreement (i.e. July 1 through June 30), pay directly into a tax-deferred annuity (of Superintendent's choosing), on Superintendent's behalf and for Superintendent's benefit, a sum equal to nine percent (9%) of Superintendent's then current base annual salary. Superintendent shall not have the option of receiving this payment in cash.

- (c) Paid Time Off. Superintendent shall earn and may use paid time off ("PTO"), exclusive of paid holidays, in accordance with the following terms and conditions:

(i) Superintendent shall be entitled to thirty-five (35) working days of PTO per year (July 1 through June 30). Earned but unused PTO may be carried over from one year to the next up to (but not exceeding) a maximum aggregate accumulation (at any time) of sixty (60) working days. Upon termination of this Agreement, however, Superintendent shall be paid for up to (but not exceeding) thirty (30) working days of his accumulated PTO.

(ii) Earned but unused PTO may be taken by Superintendent for any lawful purpose (e.g. vacation, personal leave, personal illness, family illness, etc.). Except for such use of PTO as may be required of Superintendent due to his documented medical need, Superintendent shall not in any year use more than thirty (30) working days of PTO during the period from August 15 through June 15. Except with respect to Superintendent's medically necessary use of PTO, all other PTO taken by Superintendent shall be in Superintendent's discretion at times which do not unduly interfere with his job responsibilities or work performance.

- (iii) Up to (but not exceeding) ten (10) working days of PTO per year (July 1 through June 30) may be taken by Superintendent in the form of extra pay (in lieu of taking or further accumulating PTO). As a condition of receiving such extra pay, however, Superintendent must make an irrevocable written election to "cash out" such PTO, and such election must be made in the year (July 1 through June 30) preceding the year during which the PTO will be earned and "cash out" by Superintendent.
 - (iv) For purposes of this Agreement, any "cash out" of PTO (to the extent permitted above) or any payment for accumulated PTO (upon termination of this Agreement) shall be paid at Superintendent's then-current per diem salary rate for each PTO day paid. All other PTO "used" (i.e. time taken off) by Superintendent shall similarly be paid at Superintendent's then-current salary rate.
 - (v) Superintendent shall, on a monthly basis or at such other intervals as the Board may require, provide the Board President and the District's chief business official with appropriate written documentation of his use of any PTO available to Superintendent pursuant to this Agreement.
- (d) Paid Holidays. Superintendent shall receive the following duty free paid holidays: Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day (together with the day before or after Christmas), New Year's Day (together with the day before or after New Year's), Memorial Day, and a Floating Holiday.

6. Benefits and Other Provisions. In addition to the foregoing compensation or remuneration for services rendered, Superintendent shall receive and/or be subject to the following:

- (a) Retirement Contribution. The Board shall, on behalf of Superintendent, contribute to the Michigan Public School Employees' Retirement System (MPSERS), pursuant to the Public School Employees' Retirement Act, such amounts (exclusive of MIP contributions) as are required of it by law.
- (b) Group Insurance. The Board shall provide Superintendent and his eligible dependents with such group health, dental and vision insurance as is provided by the Board to its full-time administrative staff. The Board shall also provide Superintendent with such group long term disability and term life insurance as is provided by the Board to its full-time administrative staff. All such group insurance coverage shall be subject to such terms and conditions as may be prescribed by the Board, by the insurance program(s)/provider(s), and/or by law. For example, Superintendent shall be subject to such group health insurance premium co-payments as are

required of the District's other administrators in compliance with Michigan's Publicly Funded Health Insurance Contribution Act (as amended); and such premium co-payments shall be made by Superintendent by payroll deduction.

- (c) Mileage. When Superintendent is required to use his personal vehicle for District business, the Board shall reimburse Superintendent the maximum rate (per mile) then allowed (without taxation) by the Internal Revenue Service. Such reimbursement shall be made upon receipt from Superintendent of such mileage documentation as the Board may reasonably require.
- (d) Memberships and Professional Organizations. The Board shall pay Superintendent's fees and costs for membership in the American Association of School Administrators, the Michigan Association of School Administrators, the Rotary Club of Grand Haven, and such other appropriate organizations or affiliations (if any) as may be approved by the Board from time to time.
- (e) Expense Reimbursement. Such expenses as may be reasonably and appropriately incurred by Superintendent, on behalf of the Board or the District and in his capacity as the District's Superintendent of Schools, shall be reimbursed to Superintendent upon receipt of such expense documentation as may be required for such reimbursement in accordance with Board or District policy and practice.
- (f) Continuing Education. The Board shall reimburse Superintendent for the tuition and fees incurred by Superintendent, during the course of his employment, upon his successful completion of post graduate course work which is relevant to Superintendent's position and the performance of his job responsibilities. In the absence of Board approval to the contrary, such reimbursement shall be limited to the tuition and fees per course, for not more than two (2) courses per year. Such reimbursement shall be further limited to the level of in-state tuition and fees charged by the University of Michigan.

7. Outside Activities. Superintendent shall devote his full working time, skill, effort and attention to the performance of his duties and responsibilities as the District's Superintendent of Schools; provided, however, that Superintendent may serve as a consultant to other school districts or educational organizations, and may engage in reasonable lecturing, teaching, writing and/or related activities, if (but only if) such outside activities are of short duration and do not interfere with the full, faithful, and satisfactory performance of Superintendent's duties and responsibilities. If Superintendent receives compensation or an honorarium for any such outside activity, it may only be undertaken outside Superintendent's expected work schedule or during Superintendent's paid time off. The Board shall not be responsible for any cost or expense attendant to Superintendent's performance of such outside activities.

8. Medical Examination. Superintendent shall, if requested by the Board, have a comprehensive medical examination once each year to ensure Superintendent's ability to perform the essential functions of his job as Superintendent of Schools. Such examinations shall be by a physician or physicians mutually acceptable to Superintendent and the Board, and shall be at Board expense (if and to the extent it is not fully covered by Superintendent's group health insurance). Superintendent consents to the release and disclosure of the medical examination record or report to the Board President; and Superintendent agrees to authorize and direct the physician(s) and/or other health care providers involved with his examination to provide the Board President with the examination record or report. Said medical record or report shall be treated as confidential.

9. Evaluation. The Board shall formally evaluate Superintendent's performance not less often than once each school year; and such evaluations shall generally be conducted during the months of October, November, or December. All such formal evaluations shall be conducted in accordance with any applicable Board policies, practices and legal requirements (e.g. Section 1249 (3) of The Revised School Code to the extent applicable). Superintendent shall provide the Board with a written reminder of this evaluation provision not later than October 1st of each school year.

10. Non-Renewal and Termination. This Agreement shall be subject to non-renewal or termination as follows:

- (a) Revised School Code. This Agreement shall be subject to non-renewal, upon its expiration, in accordance with Section 1229 of The Revised School Code.
- (b) Termination. This Agreement shall be subject to termination prior to its expiration as follows:
 - (i) This Agreement may be terminated at any time upon mutual written agreement between the Board and Superintendent.
 - (ii) In the event Superintendent becomes unable, by reason of illness, injury, disability or otherwise, to perform all (or substantially all) of his material duties and responsibilities for sixty (60) or more work days in any consecutive twelve (12) month period, then and in such event the Board may, at its option, terminate this Agreement; provided, however, that this provision shall not be construed to deny Superintendent of any rights he may have under the Family and Medical Leave Act.
 - (iii) This Agreement shall be terminated if, at any time, Superintendent fails to maintain such qualifications and/or credentials as are required of him, by law and/or by this Agreement, to serve as the District's Superintendent of Schools. This Agreement may be terminated by the Board, at any time, if Superintendent breaches his

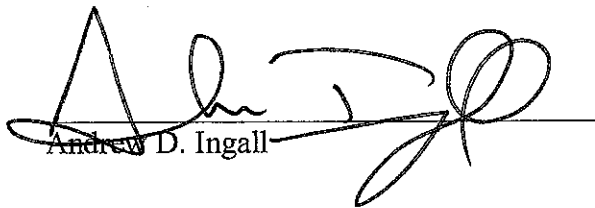
obligations pursuant to this Agreement (including but not limited to failure to uphold Board policy, bylaw, regulation, or directive); or if he engages in conduct involving moral turpitude or other conduct detrimental to the interests or welfare of the District; or for any just and reasonable cause. Before any such termination of this Agreement prior to its expiration, however, the Board shall provide Superintendent with at least ten (10) days prior written notice of the reason(s) for such termination and with an opportunity to address the Board before it acts on such termination.

11. Residency. While Superintendent is encouraged to reside within the District throughout the term of this Agreement, he shall not at any time reside more than twenty (20) miles from the District's nearest boundary.

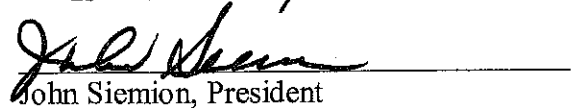
12. Entire Agreement. This Agreement, including the Addendum (if any) attached as Exhibit A, represents the entire agreement between the Board and Superintendent and supersedes any and all previous understandings or agreements (whether oral or written) between them.

13. Miscellaneous. The rights and obligations of the parties under this Agreement shall not be assignable. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. This Agreement may be amended, but only in writing approved and signed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The headings or captions used in this Agreement are for purposes of convenience only and shall not be construed to alter, modify or be a part of the Agreement's terms. The various provisions of this Agreement shall be deemed to be severable, so that if any provision is lawfully determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the Agreement's remaining provisions.

IN WITNESS WHEREOF, the Superintendent has executed this Agreement this 6 day of JUNE, 2016.


Andrew D. Ingall

IN WITNESS WHEREOF, the Board's authorized officers have executed this Agreement, on behalf of the Grand Haven Area Public Schools Board of Education, this 6th day of June, 2016.


John Siemion, President


Christine Baker, Secretary