

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 five (5) year period from July 1, 2019 through June 30, 2024.

(b) This Agreement may be extended beyond June 30, 2024, either by Board option or by operation of law, as follows:

(i) **Board Option.** The Board will review this Agreement with the Superintendent annually, and will evaluate the Superintendent's job performance annually. The evaluation will be completed by December 31st each year. 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.

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 2019-2020 of \$177,687 payable in twenty-six (26) regular installments per year.

Superintendent's base annual salary for any year (July 1 through June 30) beyond 2018-2019 shall be determined by the Board, but shall not be less than Superintendent's salary for the prior year.

- (b) **Tax-Deferred Annuity:** As further compensation for the Superintendent's services, the District shall make a contribution to a Section 403(b) tax-sheltered annuity on behalf of the Superintendent in the amount of ten percent (10%) of the Superintendent's base annual salary, payable in equal installments at the same time the Superintendent's salary is paid under Paragraph a) above. There shall be no option to receive the amount by payroll check as additional salary. The Superintendent shall be allowed to select the financial provider to which the contribution shall be paid from the approved list of providers maintained by the District for its 403(b) program. This percent amount shall increase by 1% every year following the 2019-20 school year. In no event shall the contributions be made in excess of the Internal Revenue Service Limit of \$56,000 (in 2019, as indexed)
- (c) **Merit Pay:** As further compensation for services performed pursuant to this Agreement, the Board shall, during each year of this agreement pay as a lump sum payment prior to July 1 of that year Superintendent merit pay as follows. If the Board rates the Superintendent an overall performance appraisal rating of "effective" then the merit pay shall be an amount equal to two percent (2%) of the Superintendent's then current base annual salary; if the Board rates the Superintendent an overall performance appraisal rating of "highly effective" then the merit pay shall be an amount equal to three percent (3%) of the Superintendent's then current base annual salary.
- (d) **Longevity:** As further compensation for services performed pursuant to this Agreement, the Board shall, during each year of this agreement pay Superintendent a longevity supplement in an amount equal to 4% of the Superintendent's then current base annual salary, payable in equal installments at the same time the Superintendent's salary is paid under Paragraph a) This longevity supplement shall be increased annually by 1% every year following the 2019-2020 school year.

- (e) **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. (Unless exempt under paragraph (iv) of this section)
 - (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) As an incentive for the Superintendent remaining at the District for the entire term of the Agreement, one (1) additional PTO day will be banked each month. Should the Superintendent remain at the District for the entire five (5) year term of this Agreement, then on July 1, 2024, the accumulated vacation days will be paid in lieu. Additional days accrued under this section are not subject to the 30 day maximum under paragraph (i) of this section.
 - (v) 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.

(vi) 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.

(f) 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 (MPERS), pursuant to the Public School Employees' Retirement Act, such amounts (exclusive of MIP contributions) as are required of it by law.

The Superintendent and Board agree that all items under the Compensation section of this contract are direct compensation for duties of the role as superintendent and the District will pay all applicable MPERS cost on these items. If at any time there is a reimbursement from the ORS for contributions made from wages in this contract, or reimbursements from the ORS not yet paid from previous contracts entered into between Grand Haven Public Schools and Andrew Ingall, they will all be paid back (employer and employee) to Andrew Ingall through a 403(b)/401(a) plan with no cash option given. If, in any year, the contributions in this section, when added to the contributions in Sections c, d, and e, would cause an excess of the IRC 415(c) limit of \$56,000 (in 2019 as indexed) the contributions in this section will be made in subsequent years.

(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.

If the Superintendent elects to decline the insurance, then he will receive a premium amount equal to the employer paid portion of full family coverage (as stated in the contribution limits under MCL 15.563, as amended by 2013 Public Act 270), which will be directed into an insurance policy of his choosing.

- (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.

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

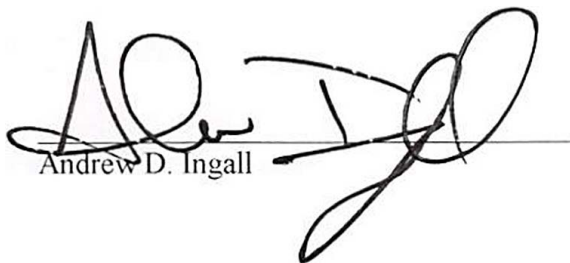
failure to uphold Board policy, bylaw, regulation, or directive); or if he engages in conduct involving moral turpitude or other conduct detrimental to the interests or welfare of the District; or for any just and reasonable cause, but not for reasons that are arbitrary and/or capricious. Before any 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 17 day of JUNE, 2019.


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 17 day of JUNE, 2019.


John Siemion, President


Nichol Stack, Secretary