
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):



Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 5, 2007, Cleveland-Cliffs Inc (the "Company") announced in a press release (attached as Exhibit 99(a)) the hiring of Mr. William Brake, 46, as Executive Vice President, Cliffs Metallics and Chief Technical Officer of the Company. The appointment of Mr. Brake will enable the Company to strengthen its metallics business and develop opportunities in the electric furnace sector of the steel industry. Mr. Brake accepted the Company's offer on April 4, 2007 and is expected to begin his employment on April 16, 2007.

Mr. Brake has an extensive steel manufacturing background spanning over twenty years in line operations and maintenance in Cleveland steel mills. Fourteen of those years were spent in various management positions, most recently with Mittal Steel USA, Cleveland, Ohio, as Executive Vice President, Operations, Executive Vice President - Operations East, and Vice President & General Manager - ISG Cleveland from 2002 to August, 2006. His prior service includes twelve years with LTV Steel Company from 1987 to 2002, prior to the ISG and Mittal takeovers.

Mr. Brake has no relationship, direct or indirect, with any of the Company's subsidiaries nor have there been any related party transactions between the Company and himself. He has no familial or business relationship with any of the current officers or Directors of the Company.

The terms of Mr. Brake's Letter Agreement, dated April 4, 2007 ("Letter Agreement"), are as follows:

- He receives a current annual base salary of \$325,000;
- He will participate in the Company's Management Performance Incentive Plan, with an annual target cash bonus of 60 percent of his base salary. The actual bonus awards can be 0 to 200 percent of target based upon Board Compensation Committee judgment of individual, unit and corporate performance. His 2007 award will be prorated from the date of hire;
- He is eligible to participate in the Company's Long-Term Equity Incentive Plan. For 2007, his performance share award will be 8,500 performance shares of the Company's common shares, which will vest into actual shares on a three-year moving cycle based on achieving corporate objectives of return on investment and stock price performance against the peer group.



SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

April 10, 2007

Cleveland-Cliffs Inc

By: Traci L. Forrester

Name: Traci L. Forrester

Title: Assistant Secretary

The Company periodically reviews all employee benefit plans and programs to ensure that employees are offered competitive and affordable benefits. The Company reserves the right to amend or terminate any such employee benefit plan, program or perquisite at any time and for any reason without the consent of any employee or participant.

TERMS OF EMPLOYMENT

This offer is contingent upon your successful completion of a Company pre-employment physical and drug/alcohol screen, which will be administered and evaluated consistent with the Americans with Disabilities Act of 1990.

By accepting this offer as Executive Vice President, Cliffs Metallics and Chief Technical Officer, you agree to act honestly, in good faith, in the Company's best interests, and to exercise the degree of skill and diligence that a person having your expertise and knowledge of the Company's affairs would reasonably be expected to exercise in comparable circumstances. Further, you agree to devote yourself exclusively and full-time to the Company's business and not to be employed or engaged in other businesses without the Company's prior written approval. You agree to observe and abide by all the Company's policies, rules and procedures, including the Company's Code of Business Conduct and Ethics policy. A copy of that policy is enclosed.

In accordance with corporate policy, this letter and your response are not meant to constitute a contract of employment for any specific period of time and you will remain, at all times, an employee at-will. Absolutely no one except the Board of Directors of the Company may change the at-will nature of our relationship, and then only in writing. Any reliance on any representations, oral or otherwise, contrary to "employment-at-will" is unreasonable.

I look forward to you joining the Cliffs' team and working with you. I believe that you will find the challenges to be significant, the rewards to be competitive, and the satisfaction to be substantial in working for a highly professional organization with a proud history in a vital industry.

Please confirm in writing your acceptance of this offer and return the signed copy of the enclosed Employee Invention and Secrecy Agreement with your confirmation.

If you have any questions regarding the terms of the offer or the responsibility of the position, please do not hesitate to contact me.

Very truly yours,

/s/ R. L. Kummer

Randy L. Kummer

Senior Vice President-Human Resources

Acceptance of Offer:

I have read and accept all of the terms of the offer of employment as set forth in the foregoing letter. I have not relied on any agreements or representations, expressed or implied, that are not set forth expressly in the foregoing letter.

/s/ William Brake

April 4, 2007

William Brake

Date

Enclosure

cc:

Personnel File

