

Superintendent'

PORT HOPE COMMUNITY SCHOOLS

7840 Portland Avenue P.O. Box 185
Port Hope, MI 48468

THIS CONTRACT, entered into this 1st day of July 2012, between the **Port Hope Community Schools** board of education, hereinafter called "Board" and **Don Pitts**, hereinafter called "Superintendent Principal."

WITNESSETH:

1. **EMPLOYMENT AND DUTIES** - The Board hereby employs the Superintendent Principal to perform such administrative duties connected with the district as may be assigned from time to time by the Board. Said Superintendent Principal agrees to perform the duties required of the Superintendent or Principal by law and to obey and fulfill the rules and regulations as established by the Board and to carry out its education programs and policies during the entire term of this contract.
2. **CONTRACT PERIOD** - *The Board agrees to employ the Superintendent as Superintendent and Principal of its schools for the term of one (1) year from July 1, 2012 to and including June 30, 2013. The Board shall review this contract with the Superintendent on or before April 1, 2013. If the Board takes official action It will notify the Superintendent in writing of its action by the April Board meeting. If the Board takes no action, the Contract shall be renewed for an additional year.*
3. **COMPENSATION** - *The Board agrees to pay the Superintendent Principal for his services during the term of said Contract in twenty-six equal installments. Compensation for the first period being July 1, 2012 to and including June 30, 2013, shall be Eighty-Nine Thousand, Nine Hundred dollars (\$89,900.00). Said salary shall be reviewed prior to any renewal, and is subject to revision by agreement of the parties.*
4. **TENURE** - The Superintendent Principal shall not have tenure in any non-classroom capacity by virtue of this Contract. The Superintendent Principal, if there is a return to the classroom, will be granted seniority and teacher tenure consistent with his date of employment in the school district.
5. **INDEMNIFICATION** - The Board agrees to endorse the Superintendent Principal as an insured on the school district liability insurance policy and further agrees to indemnify and save harmless the Superintendent against expenses actually and necessarily incurred by the Superintendent Principal in connection with any actions in which the Superintendent is a party by reason of being or having been employed by the Board as a Superintendent Principal and/or Designated Person as defined by AHERA, NESHAPS, OSHA, or the Michigan Department of Labor, except:
 - a. Any action in which the Superintendent Principal shall have been determined to have been guilty of intentional misconduct or gross negligence, or
 - b. Any action in which the Superintendent Principal shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide, or
 - c. Any action in which the Superintendent Principal shall have failed to notify the Board of a claim without a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall have been prejudiced by reason of such failure to give notice or to cooperate.

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6. **PROFESSIONAL DUES** - The Board shall pay the Association dues of the Superintendent Principal for the state and regional level of the Michigan Association of School Administrators.

7. **FRINGE BENEFITS** -

a. The Superintendent Principal will purchase 100% of health insurance.

b. The Superintendent Principal shall be granted ten (10) sick days per year, with accumulation of unused sick days not to exceed ninety (90) days maximum.

c. The Superintendent shall be granted fifteen (15) vacation days per calendar year, with no more than forty (40) days accumulation of unused vacation days, provided that the Superintendent will not take a vacation of more than twenty (20) consecutive business days without prior approval by the Board.

d. The Superintendent Principal shall be granted the following paid holidays: New Year's Day, Good Friday, Monday after Easter, Memorial Day, July Fourth, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day. In addition to the paid holidays the Superintendent Principal will be granted two days during Christmas break and two days during Spring break.

e. The Superintendent Principal shall be granted up to three (~~4~~⁵) personal days per year with no accumulation.

f. The Board shall contribute to the Michigan Public School Employees' Retirement System, on behalf of the Superintendent's pension program.

8. **EVALUATION** - The board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

9. **TERMINATION PROVISIONS** - The Superintendent Principal shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he 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. At such hearing, he may have legal counsel at his own expense.

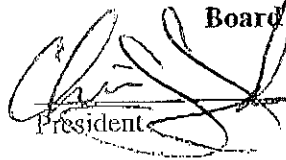
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IN WITNESS WHEREOF the parties have set their hands.

Superintendent Principal

Date

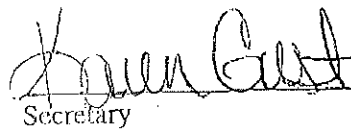
**Port Hope Community Schools
Board of Education**



President

6-4-2012

Date



Secretary

6-4-2012

Date