

PORTLAND PUBLIC SCHOOLS

1100 Ionia Road
Portland, MI 48875

THIS AGREEMENT, entered into this 9th day of March 2009, between the Board of Education, Portland Public Schools, "Board" herein, and Charles V. Dumas, II, "Superintendent" herein, as follows:

1. EMPLOYMENT AGREEMENT

The Board agrees to employ the Superintendent as superintendent of its schools, the Superintendent agrees to serve as superintendent of the Portland Public Schools, as set forth in this Agreement. The Superintendent agrees to perform the duties of superintendent in a competent and professional manner in compliance with the laws applicable to Portland Public Schools and the policies and regulations adopted by the Board.

2. DUTIES

A. The Superintendent shall serve as chief executive officer and chief administrative officer for the Portland Public Schools. He shall be entitled to:

- (1) Present his recommendations to the Board on any subject under consideration by said Board.
- (2) Attend each meeting of the Board, except meetings or portions of meetings of the Board the topic of which is the contract of the Superintendent and for such meetings the Superintendent may be excused by the Board.
- (3) Serve as an ex-officio member, without a vote, of each committee established by the Board.

B. The Superintendent represents that he meets all Michigan and federal requirements and holds all certificates necessary for employment by the Board as the superintendent of the Portland Public Schools. If the Superintendent fails to maintain required certification, and such failure continues for sixty (60) days beyond notification thereof, this Agreement shall terminate forthwith.

C. Superintendent shall have responsibility and authority to organize, reorganize, arrange and rearrange the administrative and supervisory staff of the district, including business affairs, which in his judgment best serves the District. The Superintendent shall be responsible for recommending to the Board a program of instruction, and shall be responsible for selection, placement and transfer of personnel, subject to approval by the Board. Notwithstanding the foregoing, Superintendent shall exercise those duties and responsibilities defined by law, including MCLA 380.132(4).

- D. The Board, individually and collectively, shall refer promptly all criticism and complaints called to its attention with respect to the school system, its programs or personnel, to the Superintendent for study and recommendation. Since open communications are vital to the continued success of Portland Public Schools, the Superintendent and the Board, individually and collectively, pledge their continued efforts to maintain regular communications with respect to all matters of importance and/or interests to the district or to the Board members.
- E. The Superintendent shall devote full time to the position of superintendent of the Portland Public Schools. However, he may participate in other professional activities outside of the school district which are of short term duration. The President of the Board shall be informed of such activities. The Superintendent shall use non-work time to perform outside activities, and he may retain any honorarium received. Portland Public Schools shall not be responsible for any expense attendant to performance of outside activities except as specifically agreed by resolution of the Board.
- F. Schedule of Duties - The Superintendent shall schedule and work not less than 228 days during the fiscal year. The Board shall be informed of the Superintendent's scheduled work days and any changes thereof. The Superintendent is expected to schedule leave time to minimize any adverse impact of his absence on the school district.

3. **CONTRACT PERIOD**

The Board agrees to employ the Superintendent for the term of five (5) years from July 1, 2009, through June 30, 2014.

A. Extension - It is understood by the Superintendent and the Board that the initial term of this Agreement is five (5) years if any ongoing agreement between the Board and the Superintendent is not sooner terminated, and it shall be not more than a continuing five (5) year contract. Accordingly, contract extension will be dealt with as follows:

- (1) The Board, not later than the last day of March of each year during the term of this contract, commencing in March 2010, may extend the contract by resolution for an additional one (1) year period.
- (2) Not later than March of each year during the term of this contract, the Board shall establish the annual salary to be paid to the Superintendent for the school year next following the year in which such action is taken. Other terms and conditions of this contract shall remain unchanged except as the parties shall agree.
- (3) The Board of Education, at its sole discretion and with or without cause, may by resolution, or by failure to take affirmative action, decline to extend this contract for an additional year.

- B. Non-renewal - If the Board has exercised its option not to extend the contract, and as a result this Agreement is reduced to a one (1) year contract, then the contract will automatically renewed for an additional one (1) year period as provided by Public Act 183, 1979, unless the Board gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the contract's termination date. In the event such notice is given, the Superintendent shall be entitled to a hearing before the Board. The Superintendent shall bring this provision of the contract to the attention of the Board of Education during the month of January.

4. EVALUATION

The Board of Education shall evaluate the Superintendent in writing not later than the first regular meeting of the Board in March of each year. The Superintendent and the Board shall meet and confer to develop a process for the evaluation, including the development of performance standards upon which the evaluation will be based each year. The process will also include written and oral review by the Board, including a public statement with respect to the Board's evaluation of the Superintendent.

5. TENURE EXCLUSION

This contract does not confer tenure upon the Superintendent in the position of superintendent or any other administrative position in the district.

6. COMPENSATION

- A. The Board shall pay to the Superintendent an annual base salary of one hundred and eighteen thousand, one hundred and forty four dollars (\$118,144) for the 2009-2010 fiscal year. The salary for each successive fiscal year shall be determined not later than the last day of March of each year, or as the parties agree. In any event, the salary for succeeding fiscal years shall not be less than the salary paid in the immediately preceding fiscal year. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for administrators and teachers within the district.
- B. Annuity- For the 2009-2010 school year, the Superintendent shall be entitled to a Board-paid tax sheltered annuity in the amount of nineteen thousand dollars (\$19,000). For every contract year thereafter, the amount of the tax-sheltered annuity shall increase by one thousand dollars up to the maximum tax deferred savings allowed by law. In addition, the Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program of the Superintendent's choosing.
- C. The Superintendent shall be entitled to longevity pay based upon years of service to Portland Public Schools. The longevity pay percentage will be applied against the annual base salary to determine the longevity pay for each fiscal year. The longevity pay percentages are as follows:

Term of Employment	Longevity Pay
More than 4 years	2% of base salary
More than 9 years	4% of base salary
More than 14 years	6% of base salary
More than 19 years	8% of base salary
More than 24 years	10% of base salary

D. The Superintendent shall receive an annual advanced education stipend as follows:

MA+18	\$750
MA+30	\$1,250
Ed.Sp.	\$1,500
Ed.Sp. +18	\$1,800
Ph.D.	\$2,000

7. BENEFITS.

During the term of this contract the Superintendent shall receive all benefits generally provided by the school district to full time professional administrative staff on the same basis as available to those staff members in accordance with Board policies including sick leave, disability leave, health insurance, and retirement benefits. A schedule of such benefits is attached hereto and made part hereof as Appendix A. In addition to such benefits, the Superintendent is entitled to the following:

- A. Life Insurance- The Superintendent shall be entitled to term life insurance in a face amount equal to two times the annual base salary of the Superintendent.
- B. Car Expenses- The Superintendent shall be reimbursed up to nine thousand seven hundred and forty one dollars (\$9,741) for the 2009-2010 fiscal year as partial reimbursement of the costs of acquiring and maintaining an automobile for the job. This amount of reimbursement shall increase by five percent (5%) each fiscal year thereafter.
- C. Medical Expense Reimbursement- The Superintendent shall be reimbursed for family medical, dental, and/or vision expenses that are not covered by the provided insurance plan(s) up to a maximum of three thousand, five hundred dollars (\$3,500) for each fiscal year.
- D. Certification or Licensing Expenses- Any costs pertaining to the Superintendent's certification and /or license, as required by the State of Michigan or federal law shall be paid by the Board.
- E. Reimbursement of Expenses- The Superintendent shall be reimbursed by the Board for reasonable out-of-pocket expenses incurred in the performance of his responsibilities.

8. PROFESSIONAL IMPROVEMENT.

The Board agrees to reimburse the Superintendent for reasonable costs of professional conferences. Such expenses shall be documented and flagged for routine inspection by the Treasurer of the Board. The Superintendent shall advise the Board, in advance where practicable, of attendance at conferences outside of the State of Michigan, and shall secure Board approval for attendance at national conferences.

9. PROFESSIONAL ASSOCIATIONS.

The Superintendent may affiliate with those professional organizations which are necessary and desirable to maintain professional competence and continuity. The reasonable expense of such memberships shall be paid by the Board.

10. LIABILITY CLAUSE

In light of the unique nature of the professional duties of the Superintendent, the district shall provide to the Superintendent, at no expense to him, legal counsel and representation in any legal action brought against him as an administrator, and purchase liability insurance to protect him against liability that results from his performance in the course and scope of his employment as superintendent. The amount and terms of such insurance and the choice of carriers shall be at the discretion of the Board.

11. BREACH AND TERMINATION

A non-material breach on the part of either party to this Agreement shall not be construed to render the obligations of either party under the Agreement null and void. Nevertheless, the Superintendent may be discharged and his contract terminated at any time for just cause.

12. AMENDMENT.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise) duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their signatures:

PORTLAND PUBLIC SCHOOLS

SUPERINTENDENT

By: Janya M. Marcum
Its President

Charles V. Dumas, II
Charles V. Dumas, II

And

By: Diane B. Wallace
Its Secretary

APPENDIX A

FRINGE BENEFITS:

1. Insurance:
 - a. The deductible will be paid by the District on behalf of the Superintendent for a Health Reimbursement Arrangement medical insurance plan, underwritten by Blue Cross Blue Shield of Michigan. If the superintendent desires medical coverage from another carrier, such change is permissible by assuming the rate increase, if any.
 - b. Dental insurance as included in the District's MESSA-PAK insurance coverage.
 - c. Short-term and long-term disability insurance as provided by the District's MESSA-PAK insurance coverage.
 - d. Vision insurance as provided by the District's MESSA-PAK insurance coverage.
2. The Board shall pay tuition for up to six (6) semester hours per fiscal year. Tuition can be applied toward either certification and/or other courses that would be beneficial to the Superintendent. Tuition may be prepaid. If the Superintendent fails to successfully complete the course, the District is under no obligation to reimburse tuition.
3. The Superintendent shall be granted a leave without loss of pay or personal business days for jury duty or when subpoenaed to testify in court. Amounts paid to the Superintendent for jury service shall be remitted to the District. Amounts paid to the Superintendent for travel, meals and/or lodging shall be retained by the Superintendent.
4. The Superintendent shall be granted paid sick leave days as needed for illness that is not covered by disability insurance, up to a maximum of 30 days per fiscal year.
5. The Superintendent shall be granted personal leave days the same as provided to the Portland Education Association in their current contract.
6. The Superintendent shall be granted unpaid sabbatical leave after 7 years as the superintendent at Portland, subject to Board approval.

ADDENDUM TO THE AGREEMENT OF EMPLOYMENT

Between
THE BOARD OF EDUCATION OF PORTLAND PUBLIC SCHOOLS
And
ITS SUPERINTENDENT

Section 3. CONTRACT PERIOD

The Board agrees to employ the Superintendent for the term of five (5) years from July 1, 2010, through June 30, 2015.

A. Extension - It is understood by the Superintendent and the Board that the initial term of this Agreement is five (5) years if any ongoing agreement between the Board and the Superintendent is not sooner terminated, and it shall be not more than a continuing five (5) year contract. Accordingly, contract extension will be dealt with as follows:

- (1) The Board, not later than the last day of March of each year during the term of this contract, commencing in March 2011, may extend the contract by resolution for an additional one (1) year period.

Section 6. COMPENSATION.

A. The Superintendent's salary for the year 2010-2011 shall be determined at a later date. The salary for each successive fiscal year shall be determined not later than the last day of March of each year, or as the parties agree. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for administrators and teachers within the district.

FRINGE BENEFITS:

1. Insurance: details to be determined
 - a. Major Medical Insurance coverage
 - b. Dental insurance
 - c. Short-term and long-term disability insurance
 - d. Vision insurance

All sections of the existing contract and parts of sections of the current contract insofar as they may conflict with the provisions of this addendum to the contract be and the same are hereby rescinded.

Effective March 8, 2010

IN WITNESS WHEREOF the parties hereto have set their signatures:

**Portland Public Schools
Board of Education**

Superintendent

By: Janya M. Macum 3/8/10
Its President Date

By: Charles V. Dumas II 3/8/10
Charles V. Dumas II Date

By: Daniel B. Wallace 3-8-2010
Its Secretary Date

PORTLAND PUBLIC SCHOOLS

ADDENDUM TO THE SUPERINTENDENT AGREEMENT OF EMPLOYMENT

This is an addendum to the addendum to the Agreement of Employment, entered into the 8th day of March 2010, between the Board of Education of Portland Public Schools, hereinafter called the "Board" and Charles V. Dumas II, hereinafter called the "Superintendent."

The following section and Appendix A of said Addendum to the Agreement are hereby modified as expressed below:

WITNESSED:

Section 6. COMPENSATION.

- A. The Superintendent's base salary for the fiscal year 2010-2011 shall \$118,734.72. The Superintendent's base salary for 2011-2012 and for 2012-2013 shall be determined by increasing the previous year's base salary by one half of one percent (0.5%). The salary for each successive fiscal year beyond the 2012-2013 fiscal year shall be determined no later than the last day of March of each year, or as the parties agree. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for administrators and teachers within the district.

APPENDIX A

FRINGE BENEFITS:

1. Insurance:
 - a. Beginning on January 1, 2011 the Board shall provide major medical insurance coverage as per the following stipulations:
 - i. \$100/\$200 In-Network Deductible paid by the Superintendent
 - ii. \$250/\$500 Out-of-Network Deductible paid by the Superintendent
 - iii. \$10 Office Visit/\$25 Urgent Care/\$50 Emergency Room Co-pays
 - iv. \$10 Generic/\$20 Name Brand Prescription Co-pay
 - b. Dental insurance as included in the District's MESSA-PAK insurance coverage.
 - c. Short-term and long-term disability insurance as provided by the District's MESSA-PAK insurance coverage.
 - d. The Superintendent shall be entitled to term life insurance in a face amount equal to two times the annual base salary of the Superintendent.
 - e. Vision insurance as provided by the District's MESSA-PAK insurance coverage.
 - f. The Superintendent shall contribute \$100 per month towards the cost of said insurance premiums beginning on September 1, 2010.

PORTLAND PUBLIC SCHOOLS

ADDENDUM TO THE SUPERINTENDENT AGREEMENT OF EMPLOYMENT

This is an addendum to the addendum to the Agreement of Employment, entered into the 8th day of March 2010, between the Board of Education of Portland Public Schools, hereinafter called the "Board" and Charles V. Dumas II, hereinafter called the "Superintendent."

The following section and Appendix A of said Addendum to the Agreement are hereby modified as expressed below:

WITNESSED:

Section 6. COMPENSATION.

- A. The Superintendent's base salary for the fiscal year 2010-2011 shall \$118,734.72. The Superintendent's base salary for 2011-2012 and for 2012-2013 shall be determined by increasing the previous year's base salary by one half of one percent (0.5%). The salary for each successive fiscal year beyond the 2012-2013 fiscal year shall be determined no later than the last day of March of each year, or as the parties agree. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for administrators and teachers within the district.

APPENDIX A

FRINGE BENEFITS:

1. Insurance:
 - a. Beginning on January 1, 2011 the Board shall provide major medical insurance coverage as per the following stipulations:
 - i. \$100/\$200 In-Network Deductible paid by the Superintendent
 - ii. \$250/\$500 Out-of-Network Deductible paid by the Superintendent
 - iii. \$10 Office Visit/\$25 Urgent Care/\$50 Emergency Room Co-pays
 - iv. \$10 Generic/\$20 Name Brand Prescription Co-pay
 - b. Dental insurance as included in the District's MESSA-PAK insurance coverage.
 - c. Short-term and long-term disability insurance as provided by the District's MESSA-PAK insurance coverage.
 - d. The Superintendent shall be entitled to term life insurance in a face amount equal to two times the annual base salary of the Superintendent.
 - e. Vision insurance as provided by the District's MESSA-PAK insurance coverage.
 - f. The Superintendent shall contribute \$100 per month towards the cost of said insurance premiums beginning on September 1, 2010.

PORTLAND PUBLIC SCHOOLS

ADDENDUM TO THE ADMINISTRATOR AGREEMENT OF EMPLOYMENT

This is an addendum to the addendum to the Agreement of Employment, entered into the 8th day of March 2010, between the Board of Education of Portland Public Schools, hereinafter called the "Board" and Charles V. Dumas II, hereinafter called the "Superintendent."

The following section and Appendix A of said Addendum to the Agreement are hereby modified as expressed below:

WITNESSED:

Section 6. COMPENSATION.

- A. The Superintendent's base salary for the fiscal year 2010-2011 shall \$118,734.72. The Superintendent's base salary for 2011-2012 and for 2012-2013 shall be determined by increasing the previous year's base salary by one half of one percent (0.5%). The salary for each successive fiscal year beyond the 2012-2013 fiscal year shall be determined no later than the last day of March of each year, or as the parties agree. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for administrators and teachers within the district.

APPENDIX A

FRINGE BENEFITS:

1. Insurance:
 - a. Beginning on January 1, 2011 the Board shall provide major medical insurance coverage as per the following stipulations:
 - i. \$100/\$200 In-Network Deductible paid by the Administrator
 - ii. \$250/\$500 Out-of-Network Deductible paid by the Administrator
 - iii. \$10 Office Visit/\$25 Urgent Care/\$50 Emergency Room Co-pays
 - iv. \$10 Generic/\$20 Name Brand Prescription Co-pay
 - b. Dental insurance as included in the District's MESSA-PAK insurance coverage.
 - c. Short-term and long-term disability insurance as provided by the District's MESSA-PAK insurance coverage.
 - d. Negotiated term life insurance coverage of \$80,000.
 - e. Vision insurance as provided by the District's MESSA-PAK insurance coverage.
 - f. The Administrator shall contribute \$100 per month towards the cost of said insurance premiums beginning on September 1, 2010.

ADDENDUM TO THE AGREEMENT OF EMPLOYMENT

Between

THE BOARD OF EDUCATION OF PORTLAND PUBLIC SCHOOLS

And

ITS SUPERINTENDENT

This addendum to the Agreement of Employment, is entered into the 7th day of March 2011, between the Board of Education of Portland Public Schools, hereinafter called the "Board" and Charles V. Dumas II, hereinafter called the "Superintendent."

Section 3. CONTRACT PERIOD

The Board agrees to employ the Superintendent for the term of five (5) years from July 1, 2011, through June 30, 2016.

A. Extension - It is understood by the Superintendent and the Board that the initial term of this Agreement is five (5) years if any ongoing agreement between the Board and the Superintendent is not sooner terminated, and it shall be not more than a continuing five (5) year contract. Accordingly, contract extension will be dealt with as follows:

- (1) The Board, not later than the last day of March of each year during the term of this contract, commencing in March 2012, may extend the contract by resolution for an additional one (1) year period.

All sections of the existing contract and parts of sections of the current contract insofar as they may conflict with the provisions of this addendum to the contract be and the same are hereby rescinded.

Effective March 7, 2011

IN WITNESS WHEREOF the parties hereto have set their signatures:

Portland Public Schools
Board of Education

Superintendent

By: Janya M. Mancum 3-7-11
Its President Date

By: Charles V. Dumas II 3/2/11
Charles V. Dumas II Date

By: Darlene B. Wallace 3-7-11
Its Secretary Date

PORTLAND PUBLIC SCHOOLS

ADDENDUM TO THE SUPERINTENDENT AGREEMENT OF EMPLOYMENT

This is an addendum to the Agreement of Employment, entered into the 9th day of March 2009, between the Board of Education of Portland Public Schools, hereinafter called the "Board" and Charles V. Dumas II, hereinafter called the "Superintendent." Said addendum was authorized by the Board of Education at the March 12, 2012 regular board of education meeting and takes effect as of July 1, 2012.

The following sections and Appendix A of said Agreement are hereby modified as expressed below:

Section 3. CONTRACT PERIOD

The Board agrees to employ the Superintendent for the term of five (5) years from July 1, 2012, through June 30, 2017.

A. Extension - It is understood by the Superintendent and the Board that the initial term of this Agreement is five (5) years if any ongoing agreement between the Board and the Superintendent is not sooner terminated, and it shall be not more than a continuing five (5) year contract. Accordingly, contract extension will be dealt with as follows:

- (1) The Board, not later than the last day of March of each year during the term of this contract, commencing in March 2013, may extend the contract by resolution for an additional one (1) year period.

Section 6. COMPENSATION.

A. The Board shall pay to the Superintendent an annual base salary of one hundred and twenty four thousand, eight hundred and eighty eight dollars (\$124,880) for the 2012-2013 fiscal year. The salary for each successive fiscal year beyond the 2012-2013 fiscal year shall be determined no later than the last day of March of each year, or as the parties agree. Salary shall be paid in twenty-six (26) equal installments, or in such manner as may be established by the Board for the payment of salaries for Superintendents and teachers within the district.

Section 7. BENEFITS.

During the term of this contract the Superintendent shall receive all benefits generally provided by the school district to fulltime professional administrative staff on the same basis as available to those staff members in accordance with Board policies including sick leave, disability leave, health insurance, and retirement benefits. A schedule of such benefits is attached hereto and made part hereof as Appendix A. In addition to such benefits, the Superintendent is entitled to the following:

A. Life Insurance - The Superintendent shall be entitled to term life insurance in a face amount equal to two times the annual base salary of the Superintendent.

- c. Short-term and long-term disability insurance - 70% of salary, up to a maximum of \$8,000 per month, with a 30 day waiting period.
- d. Vision insurance as provided by the VSP-3 plan.

The Superintendent may choose to forego the medical benefit plan as stated above and receive \$245 per month in taxable cash in lieu of said benefits.

2. The Board shall pay tuition for up to six (6) semester hours per fiscal year. Tuition can be applied toward either certification and/or other courses that would be beneficial to the Superintendent. Tuition may be prepaid. If the Superintendent fails to successfully complete the course, the District is under no obligation to reimburse tuition.
3. The Superintendent shall be granted a leave without loss of pay or personal business days for jury duty or when subpoenaed to testify in court. Amounts paid to the Superintendent for jury service shall be remitted to the District. Amounts paid to the Superintendent for travel, meals and/or lodging shall be retained by the Superintendent.
4. The Superintendent shall be granted paid sick leave days as needed for illness that is not covered by disability insurance, up to a maximum of 30 days per fiscal year.
5. The Superintendent shall be granted personal leave days the same as provided to the Portland Education Association in their current contract.
6. The Superintendent shall be granted unpaid sabbatical leave after 7 years as the superintendent at Portland, subject to Board approval.

All sections of the existing contract and parts of sections of the current contract insofar as they may conflict with the provisions of this addendum to the contract be and the same are hereby rescinded.

IN WITNESS WHEREOF, the parties have agreed to have above terms:

**Portland Public Schools
Board of Education**

Superintendent

By: Jenya M Mancum 3/12/12
Its President Date

By: Charles V. Dumas II 3/13/12
Charles V. Dumas II Date

By: [Signature] 3/12/12
Its Secretary Date

