


MENDON COMMUNITY SCHOOLS
Contract of Employment
INTERIM SUPERINTENDENT

It is hereby agreed by and between the **Board of Education of the Mendon Community Schools** (hereafter "Board") and **Roger Rathburn** (hereinafter "Interim Superintendent") that said Board in accordance with its action found in the minutes of the meeting held on the 18th day of January, 2016, has and does hereby retain its Interim Superintendent of Schools for a period commencing on July 1, 2016, and concluding pursuant to the notification of termination and provisions stated herein. Work days shall not exceed 133 from July 1, 2016 through June 30, 2017.

1. The Interim Superintendent shall perform the duties of the position of Superintendent of Schools as established by the Board or as such duties are changed from time to time by the Board in and for the Mendon Community Schools and as prescribed by the laws of the State of Michigan and the rules and regulations of the State Board of Education and the Board of Education of the Mendon Community School District.
2. The Interim Superintendent shall receive compensation for the performance of duties under this contract at a rate of \$450.00 per day. The District agrees to pay the Interim Superintendent expenses required to fulfill contract obligations; including membership in MASA.
3. The Interim Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position of Interim Superintendent or in any other capacity by virtue of this contract or any employment assignment within the school district.
4. The parties further agree that the employment relationship is of an at-will nature, which means the relationship is terminable at any time by either party with or without cause, upon the presentation of ten (10) working days written notice to the other party. The parties agree that the Interim Superintendent has no expectation of employment of any fixed duration and that this agreement and all obligations hereunder may be cancelled upon presentation of the notice above specified.
5. It is further agreed and stipulated that no individual administrator, Board member or other agent or employee of the school district has the authority to alter or amend this at-will employment relationship other than by formal action by the Board of Education. The Interim Superintendent agrees that his employment is intended to be of limited duration while the District is in the process of recruiting and selecting an individual to fill the office of Superintendent of Schools on a permanent basis.

6. The Interim Superintendent represents that he/she possesses the requisite certification/qualifications to hold the position assigned and that this agreement is terminable if it is determined by the Department of Education, or other proper authority, that the Interim Superintendent does not possess the requisite certification/qualifications to perform the responsibilities associated with his/her position. It is the intent of this provision to enable the school district to comply with applicable state laws pertaining to the certification/qualification of administration and to avoid any jeopardy to the operation or funding of the school district or the subjecting of the Board of Education, its members or the school district to any fines, penalties or sanctions of any nature. The presence of this stipulation shall in no way be construed or regarded as a limitation upon the at-will employment relationship specified in this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures this 18th day of January 2016.



Roger Rathburn, Interim Superintendent

Board of Education;


Regina Schinker, Board President
Lynn Cool, Board Secretary