

**MAYVILLE COMMUNITY SCHOOLS  
CONTRACT OF EMPLOYMENT**

**SUPERINTENDENT**

This contract of employment is made by and between the Board of Education of the Mayville Community Schools, Tuscola County, Michigan, hereinafter referred to as the Board and **Rhonda Blackburn**, hereinafter referred to as the **Superintendent**.

**1. CONTRACT PERIOD AND WORK YEAR**

The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as Superintendent of Schools for the Mayville Community School District for a one-year term commencing July 1, 2011 and ending June 30, 2012. On or before March 30, 2012, the Board shall take official action determining whether or not it is extended for an additional year or other mutually agreeable period of time. This contract shall be deemed to have renewed for an additional year unless it's non-renewed in accordance with section 1229 of the revised school code.

The Superintendent shall receive compensation as set forth in section 2 based upon a work year described as follows: 223 work days unless otherwise approved by the board president. Any days above and beyond 223 that are approved in advance by the Board of Education will be paid at a per diem rate.

**2. COMPENSATION**

The Board shall pay the Superintendent from July 1, 2011 to June 30, 2012 of this contract an annual rate of \$100,000 to be pro-rated in bi-weekly installments or as otherwise may be mutually agreed between the Board and Superintendent. Any adjustments in salary made during the term of this contract shall be in a form deemed acceptable to both parties and it shall not be deemed that the board and Superintendent have entered into a new contract nor that the termination date of this contract has been extended.

Unless the High School Principal, Technology Director and K-12 Curriculum Coordinator positions are reinstated as separate positions, the Superintendent shall be compensated up to an additional \$40,000 for her duties as High School Principal, Technology Director and K-12 Curriculum Coordinator over and above her annual rate as Superintendent.

**3. DUTIES AND RESPONSIBILITIES**

The Superintendent shall furnish throughout the life of this contract a valid and appropriate certificate to act as Administrator in the State of Michigan and shall fulfill all applicable certification requirements. The Superintendent agrees to furnish her services, under the direction of the Board, during the term of the contract, as prescribed by the laws of the State of Michigan and by the policies, rules, directions, and resolutions and regulations made thereunder by the Board.

**4. RESIDENCE**

During the term of this contract, the Superintendent shall live within not more than twenty (20) miles of the nearest boundary of the school district.

**5. LEAVE BENEFITS**

The Superintendent shall be entitled to 12 days sick leave per year, which shall be cumulative to a total of 120 days. If the Superintendent exceeds her maximum accumulation of sick days without separation from employment, she will be paid at the rate of 40% of the per diem for unused sick days exceeding the maximum accumulation.

If the Superintendent separates employment after at least twenty-five (25) continuous years of employment with the District, (including her prior teaching and administrative service), she will be paid for unused sick leave days up to 120 days at 40% of her per diem rate.

If the Superintendent is discharged as set forth herein, she will not receive the aforementioned sick day payouts.

Not more than four days chargeable against sick leave may be used for personal business each year.

Up to three-(3) bereavement days per incident for immediate family may be used, not to be deducted from sick leave accumulation. Immediate family to mean spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grand children, and grandparents.

**6. PROFESSIONAL DEVELOPMENT**

During the term of this contract the Superintendent shall be encouraged to participate in the various service, civic and community activities of and taking place in the district. Further, the Board encourages the continuing professional growth of the Superintendent through her participation in programs or activities conducted or sponsored by local, state and national school administrator and school board associations. In its encouragement thereof the Board shall permit a reasonable amount of released time for the Superintendent, as the Board deems appropriate and may pay for the reasonable, necessary, and receipted expenses for such activities as approved by the Board in its annual budget.

**7. FRINGE BENEFITS**

The Board shall provide for up to full premium payments for up to full-family hospitalization (or a defined amount of cash in lieu of enrollment), dental, vision, term life and long-term disability. The district will determine the specific plans. In addition, the Board shall provide Worker's Compensation and contributions to the Michigan Public School Retirement System.

**8. REIMBURSEMENT**

The Board shall pay or reimburse the Superintendent for reasonable, necessary, and receipted expenses approved by the Board and incurred by the Superintendent in the performance of her duties, both within and without district, including automobile travel expenses at the current IRS rate per mile.

**9. PROFESSIONAL DUES**

The District shall pay the Association dues of the Superintendent for: MASA, Region V MASA, MIEM, MSBO, and state and civic organizations mutually agreed to by the board and superintendent.

**10. MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the medical competency of the Superintendent shall be submitted to the President of the Board of Education by January 30<sup>th</sup>, and shall be treated as confidential information. The District shall pay the cost of said physical examination and reports.

**11. HOLD HARMLESS LIABILITY**

The Board agrees, as a further condition of this contract, that the Superintendent will be covered by the District's insurance, subject to the terms of that policy, in legal proceedings brought against the Superintendent in her official capacity as an agent and employee of the District, and providing the incident arose while the Superintendent was acting within the scope of her authority and during the course of employment.

**12. TENURE EXCLUSION**

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

**13. EVALUATION**

Not later than March 15th of this contract the Board and the Superintendent shall meet for the purpose of evaluating the Superintendent in regard to her performance and administration of the Mayville Community Schools. Such review and evaluation shall take place not later than March 15th of each year that this contract is in effect.

**14. TERMINATION**

Throughout the term of this contract the Superintendent shall be subject to discharge for just and reasonable cause, which includes, but is not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if Superintendent materially breaches the terms and conditions of the Agreement, but the Board shall not arbitrarily and capriciously dismiss her. Any such charges shall be given to the Superintendent in writing and the Superintendent shall have the right of Notice of Hearing and a fair hearing before the Board, accompanied by legal counsel, which she shall assume at her expense. The above standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

**15. 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 Board of Education of the Mayville School District has caused this contract to be signed on the 1<sup>st</sup> day of July, 2011.

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Mark Hanon, President  
Mayville Community Schools Board of Education

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Rhonda Blackburn, Superintendent

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Ron Johnson, Vice-President  
Mayville Community Schools Board of Education

Date: \_\_\_\_\_

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Michelle Daniels, Secretary  
Mayville Community Schools Board of Education

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Roxann Hiiter, Treasurer  
Mayville Community Schools Board of Education

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Nicholas Buggia, Trustee  
Mayville Community Schools Board of Education

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Dr. Richard Horsch, Trustee  
Mayville Community Schools Board of Education

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Tom Sansote, Trustee  
Mayville Community Schools Board of Education