

**MAYVILLE COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT**

MIDDLE SCHOOL-HIGH SCHOOL PRINCIPAL/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 **Barry Markwart**, hereinafter referred to as the **Middle School-High School Principal/Superintendent**.

1. CONTRACT PERIOD AND WORK YEAR

The Board hereby employs the MS-HS Principal/Superintendent and the MS-HS Principal/Superintendent hereby accepts employment as MS-HS Principal/Superintendent of Schools for the Mayville Community School District for a **three-year term commencing July 1, 2019 and ending June 30, 2022. Annually**, on or before November 30, 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 MS-HS Principal/Superintendent shall receive compensation as set forth in section 2 based upon a work year described as follows: **260 work days** unless otherwise approved by the board president.

2. COMPENSATION

The Board shall pay the MS-HS Principal/Superintendent for his services during each year of said contract in 26 equal bi-monthly installments beginning with the commencement of the Contract year (July 1 – June 30). Compensation shall be **\$110,000 annually**. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties.

3. DUTIES AND RESPONSIBILITIES

The MS-HS Principal/Superintendent agrees, during the periods of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The MS-HS Principal/Superintendent shall recommend, effect or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

4. RESIDENCE

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

5. LEAVE BENEFITS

The MS-HS Principal/Superintendent shall be entitled to **20 days' vacation per year and 12 sick days**. Up to **ten sick days a year** will be paid off at the rate **100% daily rate** if available.

Upon separation of employment, the Employee will be paid **100%** of the Employee's accumulated sick/leave/vacation days based upon the daily rate at the time of separation. Payment under this provision will not be made where the employee is terminated.

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, grandchildren, and grandparents.

6. PROFESSIONAL DEVELOPMENT

During the term of this contract the MS-HS Principal/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 MS-HS Principal/Superintendent through his 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 MS-HS Principal/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

District will provide health insurance up to the hard cap, adjusted annually on January 1st. Administrator will be paid any difference in health care premium over the hard cap maximum premium set by the State. This difference (if any) will be divided equally and deducted over the pay periods.

Health	Bargaining team will determine annually and Districts pays up to the hard cap
Dental	100/90/90 \$1,500
Life	\$150,000 AD&D with disability rider
Vision	District will provide coverage
Long Term Disability	Benefits shall be paid at 70% of salary up to monthly maximum of \$4,000 and shall begin after the expiration of 90 calendar days. Pre-existing conditions will be waived according to underwriting requirements. Benefits shall continue to age 65 if disability occurs prior to age 61 and to age 70 if disability occurs after age 61.

For each year of the contract, the district will place the deductible amount in an HSA to be maintained by the employee. Total contributions to the health insurance package will not exceed the annual hard-cap amount. The Employee may purchase supplemental insurance benefits, participate in available tax-sheltered annuities and other benefits available through the Business Office including those available through the district's Section 125 Cafeteria plan and voluntary salary reduction agreements. The Board shall provide for term life and long-term disability. The district will determine the specific plans. In addition, the Board shall provide Worker's Compensation.

8. REIMBURSEMENT

The Board shall pay or reimburse the MS-HS Principal/Superintendent for reasonable, necessary, and expenses approved by the Board and incurred by the MS-HS Principal/Superintendent in the performance of his duties, both within and out of district, including automobile travel expenses stipend of **\$1000 annually**.

The Board shall reimburse the MS-HS Principal/Superintendent the monthly cost for use of his personal cell phone at an amount not to exceed the monthly rate of a school-issued cell phone. **(Total stipend \$600)**.

9. PROFESSIONAL DUES

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

10. HOLD HARMLESS LIABILITY

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

11. TENURE EXCLUSION

This contract does not confer tenure upon the Administrator in the position of MS-HS Principal/Superintendent or any other administrative position in the district.

12. EVALUATION

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

13. MEDICAL EXAMINATION

The MS-HS Principal/Superintendent shall be entitled to have a bi-annual physical examination, with any uninsured costs associated with that examination to be paid by the Board.

The MS-HS Principal/Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, the MS-HS Principal/Superintendent shall authorize the release of medical information necessary to determine if the MS-HS Principal/Superintendent is capable of performing the essential job functions required by his assignment with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquires shall be considered and treated as confidential.

14. TERMINATION

Throughout the term of this contract the MS-HS Principal/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 MS-HS Principal/Superintendent materially breaches the terms and conditions of the Agreement, but the Board shall not arbitrarily and capriciously dismiss him. Any such charges shall be given to the MS-HS Principal/Superintendent in writing and the MS-HS Principal/Superintendent shall have the right of Notice of Hearing and a fair hearing before the Board, accompanied by legal counsel, which he shall assume at his 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 where of the Board of Education of the Mayville School District has caused this contract to be signed on the 13th day of March, 2019.

Ronald Johnson, President
Mayville Community Schools Board of Education

Barry Markwart, MS-HS Principal/Superintendent

Date: _____

Date: _____