

**SWARTZ CREEK COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the Board of Education (the "Board") of the Swartz Creek Community Schools' ("School District") meeting held on June 26, 2019, the Board employs Ben Mainka ("Superintendent") for a 4 year period beginning July 1, 2019 and ending on June 30, 2023, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Superintendent will faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.
 - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.
 - B. The Superintendent shall recommend, effect, or cause to be effected, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
 - C. Subject to Board policy and prior notice to the Board, the Superintendent may organize, reorganize, and arrange administrative and supervisory staff which in his judgment best serves the School District.
 - D. As the chief executive officer of the School District, the Superintendent will administer the School District's instructional and business affairs with the assistance of staff.
 - E. The responsibility for selection, placement, and transfer of School District personnel is vested with the Superintendent and his staff and will be implemented in a manner consistent with applicable legal standards, contractual obligations, and Board policy.
 - F. So that the Superintendent may investigate and make appropriate recommendations, the Board (individually and collectively), will refer promptly to the Superintendent all significant criticisms, complaints, and suggestions called to its attention.

2. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned.
 - A. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education.
 - B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, the Superintendent will promptly notify the Board of that fact and the parties will meet and confer to address the situation. The Board may deem the Superintendent's failure to

maintain all certificates, credentials, continuing education requirements, or qualifications as a material breach of this Agreement.

3. **Performance.** The Superintendent will devote his talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs.
 - A. The Superintendent will use his best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of his responsibility.
 - B. The Superintendent will comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
 - C. In order to comply with the spirit of section 1250 of the Revised School Code, the Superintendent will receive a merit pay bonus at the discretion of the board, up to but not to exceed \$5000 for exemplary job performance as determined by an "effective" or "highly effective" rating. In the event that the Superintendent's performance is not satisfactory to the board by receiving a rating of "minimally effective" or "ineffective", the merit payment will not be granted. If the merit payment is obtained, it will be paid the first scheduled pay date in July, beginning in July 2019.
4. **Performance Evaluation.** The Superintendent's performance will be evaluated by the Board annually by December 31st, and pursuant to Board Policy 1240. This evaluation process will comply with section 1249 of the revised school code (or current regulations), using multiple rating categories, with student growth being a significant factor. See MCL.380.1249
5. **Compensation.** The Superintendent will be paid at an annual (12-month) salary rate of \$155,000 dollars in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.
 - A. The Board retains the right to increase the Superintendent's annual salary during the term of this Contract and the salary may not be lowered without written consent of the Superintendent.
 - B. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to the Superintendent's compensation. See MCL 380.1250.
 - C. Any adjustment in salary made during the term of this Contract will be in the form of a written amendment and, when executed by the Superintendent and the Board, will become a part of this Contract.
 - D. There will be a one-time retroactive payment for additional compensation earned back to the Superintendent's anniversary date on January 4, 2019. This will result in a \$5000 retroactive payment on the first pay in July, 2019.

6. **Retirement Fund.** The School District will pay, on the Superintendent's behalf, the required contribution to the Michigan Public Employees' Retirement Fund.
7. **Professional Development.** The Superintendent may attend professional meetings at the local and state levels and the expenses of said attendance to be paid by the District. The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the MASA Region in which the School District is located, as well as other appropriate affiliation as approved by the Board.
8. **Medical Benefit Plans.** The Board will make provide the below listed medical insurance based on the current choices made by the District.
 - A. Health and hospitalization insurance
 - B. Dental insurance
 - C. Vision insurance

The Superintendent will contribute whatever employee premium contributions are required by law per month (whichever amount is greater), as a condition to enrolling and participating in the medical benefit plans referenced above. The Superintendent authorizes payroll deduction for the above contribution amount.

9. **Non-Medical Insurance Programs.** Upon proper application the Board will make premium payments on behalf of the Superintendent and his eligible dependents for the non-medical insurance programs.
 - A. Term life insurance in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000). The beneficiary of said policy shall be designated by the Superintendent.
 - B. Long-term disability ("LTD") insurance plan with the following provisions:
 - (i) After forty-five (45) days or expiration of accumulated sick leave, whichever is greater, the plan pays a monthly benefit of sixty-six and two thirds (66 2/3%) percent of the Superintendent's basic monthly earnings.
 - (ii) The LTD insurance plan's monthly benefit will be reduced by the amount of benefits received by the Superintendent through Worker's Compensation, Social Security, or the Michigan Public School Employees' Retirement System.

10. **Other Insurance.** The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the district, provided the incident arose while the Superintendent was acting within the scope of his employment. This excludes, however, any such demand, claim, suits, actions, judgements, expenses, and attorney's fees where it is determined that the Superintendent committed constituting gross negligence or acted in bad faith; and excluding

any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the district or by the Superintendent.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

11. **Vacation.** The Superintendent is employed on the basis of fifty-two weeks of work per contract year as scheduled by the board. The Superintendent will be granted vacation time of 25 days per contract year, in addition to the holidays recognized by the School District. If the Superintendent is not able to fully utilize the entirety of his vacation days in a given contract year, the Superintendent shall be compensated for unused vacation days each contract year (capped at 5 days) at his daily rate.
12. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Presidents Weekend (when on Adopted Board calendar), Good Friday, Spring Break Monday, Memorial Day, Independence Day.
13. **Personal Business Leave.** The Superintendent will be granted up to 3 personal leave days with pay per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.
14. **Sick Leave.** The Superintendent will be granted twenty (20) days of sick leave for each (12) month period, with unlimited accumulation. Upon retirement, the Superintendent will receive payment for unused sick days at the rate of \$100 per day to a maximum of 150 days.
15. **Renewal.** The Board shall evaluate the Superintendent on or before December 31 each year, and shall take action by June 30 each year to renew or not renew the Superintendent's contract for an additional one year of the current contract. It shall be the responsibility of the Superintendent to inform the Board regarding the time line to consider renewal.
16. **Termination.** The Board may terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.
17. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on January 4, 2017, the same being incorporated herein by reference.
18. **Continuing Education.** The board recognizes the importance of continued learning and training through advanced scholarly study .The Superintendent shall be reimbursed for

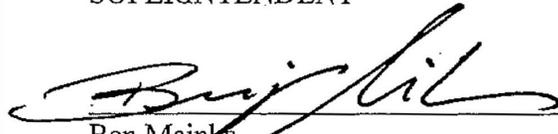
coursework and training (including tuition, books, and course-specific materials) after the coursework is successfully completed. This reimbursement amount from the district is not to exceed \$5000 in any calendar year.

29. **Retirement.** If the Superintendent notifies the Board at least 120 days in advance of his retirement, he will be eligible for a \$5,000 early notification stipend.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

SUPERINTENDENT

Date: 6/26, 2019


Ben Mainka

SWARTZ CREEK
COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: 6/26, 2019

By: 
Carrie Germain
Its President

Date: 6-26, 2019

By: 
Tony Paul
Its Secretary