

East China School District Superintendent Contract

THIS CONTRACT, entered into this 27th day of July, 2015 between the East China School District Board of Education, hereinafter called the "Board" and Steven C. Skalka hereinafter called "Superintendent."

1. DUTIES

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

2. TERM

The Board agrees to employ Steven C. Skalka as Superintendent of its schools for the term of three (3) years from July 1, 2015 to June 30, 2018. The Board of Education shall, not later than the June School Board meeting of each year during the term of this contract, consider the extension of this contract for an additional one-year period. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually by May 30, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his/her employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as Superintendent and will reimburse him/her for any portion of such expense and 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.

6. PROFESSIONAL GROWTH

The Superintendent shall, with Board of Education approval, attend professional meetings at the local, state, and/or national levels; the expenses of said attendance to be paid by the District.

7. PROFESSIONAL DUES

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 affiliations.

8. COMPENSATION

The Board agrees to pay the Superintendent for his/her services as follows:

2015-2016	\$135,000
2016-2017	Reviewed & Determined Annually
2017-2018	Reviewed & Determined Annually

The work year will be based on a fifty-two (52) week contract.

9. FRINGE BENEFITS

The Superintendent shall be granted twenty-five (25) days of paid vacation on July 1 annually (Superintendent will earn 1/12 of the annual amount for each month of work) in addition to time off on the following twelve (12) holidays: New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Wednesday prior to Thanksgiving (if school is not in session), Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, Good Friday and Easter Monday (if school is not in session). Each year's vacation days should be used prior to August 31 of the subsequent school year. In the event not all vacation days are used, no more than five (5) days may be carried over to the next year or paid at the per diem rate. Any unused vacation days in excess of five (5) will be forfeited.

The Superintendent shall receive health, dental, vision, long-term disability, term life insurance and other benefits afforded to the administrators of the district with premiums to be paid in accordance with State of Michigan law.

The Board will contribute an amount equivalent to four percent (4%) of the Superintendent's base wages (as identified in section eight (8) above) to a 403(b) tax-sheltered annuity fund selected by the Superintendent. The contribution will be made proportionally with each pay.

The Superintendent shall be granted eighteen (18) days in his personal leave bank per year, cumulative to 250 days and three (3) personal business days per year that do not accumulate. There will be no payment or reimbursement for unused sick leave. From that bank, the Superintendent may use up to five (5) bereavement days for the death of an immediate family member per incident, or one (1) day for the death of a relative who is not an immediate family member. "Immediate family" is defined as parent, parent-in-law, spouse, child, brother/sister-in-law, sibling, grandparent, grandchild, or any person who permanently resides in the Superintendent's household.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his/her duties as Superintendent.

10. TRANSPORTATION

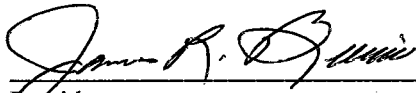
In light of the unique nature of the professional duties of the Superintendent, the Board will provide a \$300 automobile allowance in the first pay of each month.

11. TERMINATION PROVISIONS

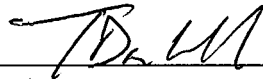
The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

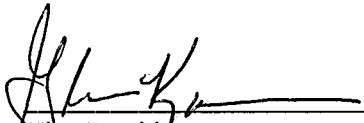
EAST CHINA SCHOOL DISTRICT BOARD OF EDUCATION



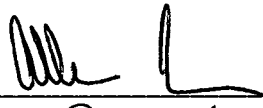
President



Trustee



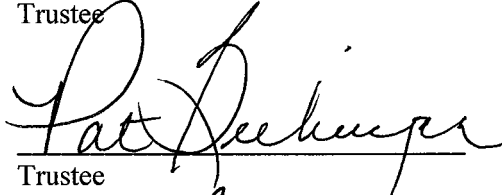
Vice-President




Trustee



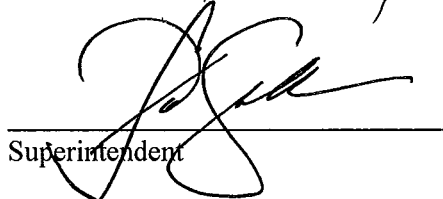
Secretary



Trustee



Treasurer



Superintendent