

## Standish-Sterling Community School District

### CONTRACT OF EMPLOYMENT

#### School Administrator

It is hereby agreed by and between the Board of Education of the Standish-Sterling Community School District (hereinafter "Board") and Darren S. Kroczaleski (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 8th day of October, 2012, has and does hereby employ the said Darren S. Kroczaleski for a period commencing on October 8, 2012 and ending on June 30, 2016, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Effective October 8, 2012 Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Eleven Thousand Twenty-Five Dollars (\$111,025) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. This salary represents Step 2 of the Administrative Salary Structure for the position of Superintendent.

Additionally, during the 2012-2013 contract year (only), Administrator shall be paid an off-schedule amount of Five Hundred Thirty Dollars (\$530) as part of the remuneration for performance of his services. This amount shall not be recurring and is limited to the 2012-2013 contract year.

Effective July 1, 2013 Administrator (if serving as Superintendent) shall receive an annual base salary of One Hundred Fourteen Thousand Nine Hundred Ninety Dollars (\$114,990) which represents Step 3 of the Administrative Salary Structure for the position of Superintendent.

Effective July 1, 2014, Administrator (if continuing to serve as Superintendent) shall receive an annual base salary of One Hundred Eighteen Thousand Nine Hundred Fifty-Six Dollars (\$118,956) which represents Step 4 of the Administrative Salary Structure.

As further remuneration for his service, the Board will contribute in each year of this Contract an amount of four percent (4%) of Administrator's annual salary, rounded to the nearest one hundred dollars (\$100), to a 403(b) tax deferred annuity selected by Administrator in conformance with the District's 403(b) plan and procedures. The annuity contribution will be made throughout the applicable contract year on the District's regular payroll cycle.

Should Administrator be reassigned or transferred to another administrative position, the salary specified in paragraph 4 of this Contract shall be continued for six (6) months after the effective date of such reassignment or transfer, but in no event shall the Board have any salary obligation under this provision for any interval after the expiration of this Contract. If the reassignment or transfer of Administrator exceeds six (6) months, Administrator shall thereafter be paid at the established annual salary rate for that position for the duration of Administrator's assignment to that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available or may be redeemed, as provided herein. Administrator shall have the option to redeem any unused vacation days at the conclusion of the fiscal year in which those vacation days were earned. Such redemption shall be at the Administrator's regular daily rate and shall not be subject to contribution under the Michigan Public School Employees Retirement Act.

Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. Administrator shall notify the Board of Education President when Administrator utilizes vacation days.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth to the extent required by the Revised School Code.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

The foregoing 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.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring

Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. Administrator is entitled to the following holidays for which no service to the School District is required: Independence Day, Labor Day, Thanksgiving and the following Friday, the day before Christmas and Christmas Day, the day before New Year's and New Year's Day, Good Friday afternoon, and Memorial Day.

14. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of up to nine (9) days per contract year. Sick days are earned at one-half day per pay. Unused paid leave days hereunder shall be cumulative to a maximum of 135 days for absence due to personal illness or disability of Administrator. Additional unused days (over 135) shall be paid to the employee at the rate of \$20 per day at the conclusion of each school year.

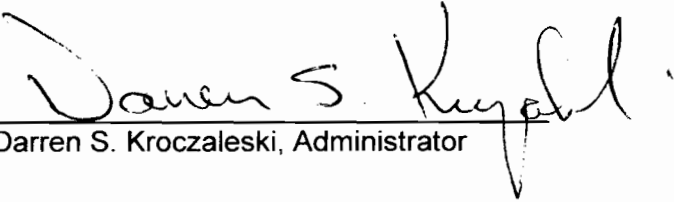
- a. Administrator may choose to deduct up to five (5) days of his sick leave in any one school year due to the illness of members of his family.
- b. In addition to sick leave and vacation time, administrator shall be allowed up to five (5) Personal Days per school year. Unused personal days shall be credited to the administrator's sick leave balance.
- c. Administrator may use up to three (3) scheduled work days following the death of a family member. This will not be charged against the sick leave balance. Immediate family is defined as mother, father, sister, brother, spouse, child, parent-in-law, sister-in-law, brother-in-law, and grandparents.
- d. One day per year is allowed for the attendance at the funeral service of a person whose relationship to the administrator warrants such attendance.
- e. If the Administrator achieves a perfect attendance record in a given school year, he will be paid a stipend of \$200 at the end of the school year. An administrator having reached the maximum allowable accumulation of sick days who takes no more than two sick days in a given year shall be paid a stipend of \$250 at the end of the school year.

15. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.]

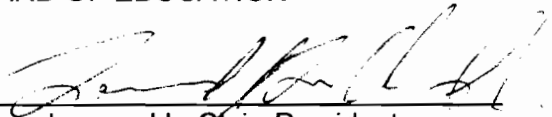
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 10-8-12

  
Darren S. Kroczaleski, Administrator

STANDISH-STERLING COMMUNITY SCHOOLS  
BOARD OF EDUCATION

Date: 10/8/12

By   
Leonard LeClair, President

Date: 10 8 12

By   
Annette Ratajczak, Secretary

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