

HARBOR BEACH COMMUNITY SCHOOLS  
ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT, entered into this 1<sup>st</sup> day of July 2012, between the Harbor Beach Board of Education, hereinafter called "Board" and Lawrence R. Kroswek, hereinafter called "Administrator."

1. The board agrees to employ the Administrator **Superintendent/Elementary Principal/Title I Director/At-Risk Coordinator** of its schools for a term of three (3) years, zero (0) months and zero (0) days from July 1, 2012 to and including June 30, 2015. The Administrator shall be employed to work 250 days for a period of fifty-two (52) weeks each fiscal year (i.e. July 1-June 30).
2. The Administrator hereby accepts said employment for said term and represents to the Board that the Administrator is qualified under the laws of the State of Michigan to act as Superintendent. The Administrator shall devote his full time and efforts to fulfilling the requirements of said position. The Administrator agrees during the period of this Agreement to perform competently and efficiently the duties of the position as prescribed by the Board and the laws of the State of Michigan and to faithfully observe and implement the policies adopted under the rules, regulation and directives issued by the Board for the governance of the District and implementations of its educational program. The Administrator shall be subject to discharge for good and just cause only, but the Board shall not arbitrarily and capriciously dismiss him. No charges shall be effective until written charges have been served upon him, and he has 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 may have legal counsel at his expense. All terms and conditions of this contract including pay and benefits cease effective immediately upon termination, resignation, or retirement. Notwithstanding the duration of this contract, pay and benefits shall be prorated as of the date of separation.
3. The District 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/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the superintendent was acting in the scope of his/her employment, excluding criminal litigations and excluding actions brought against the administrator by the District.
4. The Board agrees to pay the Administrator for the Administrator's services during each of said contract years in equal bi-weekly installments. The Administrator's annual salary for the period of July 01, 2012 to June 30, 2015 a base salary of \$95,000 for Superintendent Duties. \$20,000 for Elementary Principal Duties and \$20,000 for Title I Director and At-Risk Coordinator Duties for a total rate of \$135,000 which may be paid all or in part through regular payroll with the remainder being paid through board approved and board paid annuities at the Administrator's discretion (to the extent permitted by law). Salary adjustments may thereafter be implemented pursuant to Paragraph 8 of this contract. As additional compensation the employee shall receive \$7600 for the first year, upon a satisfactory evaluation and completion of the first year the amount will be increased to \$9600 (2012-13) upon a satisfactory evaluation and completion of the second year the amount will increase to \$10800 (2013-and beyond) to be contribute to an annuity program (through board approved companies).
5. The employee shall actively work 250 days per year. The school district agrees to grant the employee 15 days paid vacation time per school year.

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

July 1, 2012

PAGE 2

6. The school district agrees to grant the employee the following fringe benefits:
  - a. The Board will make the annual premium contribution for the Administrator and his family for health care benefits at the level of \$15,000 with the balance being paid by the administrator.
  - b. The Board will provide the Administrator and his/her family with dental benefits.
  - c. The Board will provide the Administrator and his/her family with vision benefits.
  - d. The Board will provide the Administrator a whole life insurance policy with a face value not to exceed \$100,000.
  - e. The Board will provide long term disability benefits with the following provisions:
    - i. Begin at three months after onset
    - ii. 66 2/3% of the normal monthly earnings to a maximum monthly benefit amount of \$5,000.
  - f. The employee shall be granted twenty (20) days leave per year for sickness, disability or personal business for self and/or family, accumulated to 100 days.
  - g. Bereavement: Up to five (5) days not charged against sick leave will be allowed for any immediate family bereavement. Immediate family shall be interpreted to mean spouse, parents, brother, sister, children, all-in-laws, grandparents or grandchildren, step children and step parents.
  - h. He shall have the reasonable membership dues for the professional association related to his/her position paid by the board (region, state, national).
  - i. He shall be reimbursed in full for tuition and fees for course work satisfactorily completed on an accredited State of Michigan university approved program related to the field of education or on an administratively initiated program (course work recommended or suggested by the Board of Education), up to 6 semester hours per year.
  - j. The board agrees that he shall receive \$1,000 per year local travel to be paid to the Administrator through the normal payroll cycle.
  - k. Upon the request of the Board the Administrator agrees to have annually, a comprehensive medical/mental examination including drug screening reasonably related to the duties he/she will be required to perform, the cost of which shall be borne by the District.

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT

July 1, 2012

PAGE 3

7. During the month of January of each year of said contract, the Administrator must provide written notification to the Board President that evaluations and possible salary adjustments must be completed by the Regular Board Meeting in March of each year.
  
8. This contract shall be deemed to have been extended for a period of one additional year unless the Board shall have given written notice of non-renewal to the Administrator ninety (90) days prior to its expiration date as required by Section 1229 of the Michigan School Code; MCL 380.1229; MSA 15.41229. The Board is under no obligation to take action in regard to contract extension beyond the requirements as stated in the Michigan School Code, Section 1229 MCL 380.1229; MSA 15.41229.
  
9. It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the above described position or any other Administrative position within the district.
  
10. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements, understandings or discussions and, may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of each party, or any person on their behalf.

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year.

BOARD OR ITS DESIGNATE:

BY: \_\_\_\_\_ July 1, 2012  
BOARD PRESIDENT DATE

BY: \_\_\_\_\_ July 1, 2012  
SUPERINTENDENT DATE