

# **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 20th day of June 2022, has and does hereby employ the said Darren S. Kroczaleski for a period commencing on July 1, 2022 and ending on June 30, 2027, 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.

### **COMPENSATION**

4. Effective July 1, 2022 Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Forty-Four Thousand Seven Hundred Twenty-Eight Dollars and Sixteen Cents (\$144,728.16). in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Renewal: Each year the salary will increase by a minimum of 2% unless the Board formally votes, in open session, to not provide an increase. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

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.

Annuity: As further remuneration for his service, the Board will contribute in each year of this Contract an amount of five percent (5%) of Administrator's annual salary, rounded to the nearest one hundred dollars (\$100), to an Employer sponsored tax-deferred annuity (403(b) plan) selected by the Superintendent with no cash option given. Contributions are subject to the Section 415(c) limits of 100% of includible compensation capped at \$61,000 (in 2022 as indexed). The annuity contribution will be made throughout the applicable contract year on the District's regular payroll cycle.

Longevity Supplement: As further compensation for services performed pursuant to this agreement, the Board shall, during each year of this agreement pay 1% of salary for every year of service the Superintendent has credited in the district equaling 11% for the 22/23 school year. The payment will be made to an Employer sponsored tax-deferred annuity (403 (b)) selected by the Superintendent with no cash option given. Contributions are subject to the Section 415(c) limits of 100% of includible compensation capped at \$61,000 (in 2022 as indexed).

Merit Pay: Superintendent shall receive a payment of 6.5% of salary unless the Superintendent receives an ineffective performance evaluation.

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.

**PERFORMANCE**

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 nonrenewal 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 certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. Administrator 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, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator 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 inquiries shall be considered and treated as confidential.

#### **FRINGE BENEFITS**

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

- Health insurance — Same as other administrators in the district
- Dental insurance - Same as other administrators in the district.
- Term life insurance — \$150,000 (Administrator only)
- Vision insurance — Same as other administrators in the district.
- Long Term Disability insurance - Same as other administrators in the district.  
(Administrator only)

If Administrator enrolls in health insurance coverage, he shall be responsible for paying that portion of the health insurance premium (if any) determined by the Board to be necessary for compliance with the Publicly Funded Health Insurance Contribution Act, or any other applicable state or federal law. Such contribution shall be based upon Administrator's enrollment category in health insurance coverage. Administrator hereby consents to payroll deduction of any such amounts.

If Administrator waives, in writing, health insurance enrollment for Administrator (and his eligible dependents), Administrator shall be entitled to receive, on a monthly basis, an amount equivalent to the health insurance premium applicable to Administrator's enrollment category. Any such amounts paid to Administrator shall be remitted pursuant to and in conformance with IRS Regulations governing the payment of these amounts. Such amounts shall not be subject to contribution under the Michigan Public School Employees Retirement Act.

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

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. Administrator shall be granted vacation time of twenty five (25) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available. 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
15. If Administrator is absent from duty, he shall be allowed full pay for a total of up to fourteen (14) PTO days per contract year. PTO days are earned at one-half day per pay. Unused paid leave days hereunder shall be cumulative to a maximum of 135 days. 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 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.
  - b. One day per year is allowed for the attendance at the funeral service of a person whose relationship to the administrator warrants such attendance.
  - c. 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.
16. 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]
17. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000 (one million dollars). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case—by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

**MISCELLANEOUS/OTHER TERMS**

18. **MPERS Reimbursement:** It is the superintendent, and Board of Education's, intent that all items under the compensation section of this contract be deemed direct compensation for duties of role as superintendent.. The district agrees to pay all applicable MPERS cost no these items. If at any time there is a reimbursement from the ORS, back to the school district, for contributions made from wages in this contract, or reimbursements from the ORS not yet paid from previous contracts entered into between Standish-Sterling Community Schools and Mr. Kroczaleski, they will be paid back to Mr. Kroczaleski through 403(b) plan with no cash option given.
19. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.
- No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.
20. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).
21. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than twelve (12) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months, but agrees to be bound by the twelve (12) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
22. This Agreement is executed on behalf of the Standish-Sterling Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on July 16, 2018, the same being incorporated herein by reference.

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

Date: 7-11-22   
Darren S. Kroczaleski, Administrator

STANDISH-STERLING COMMUNITY SCHOOLS  
BOARD OF EDUCATION

Date: 7-11-22   
Allen Schmidt, President

Date: 7-11-22   
Angie Hardy, Secretary