

ELK RAPIDS SCHOOLS
Director of Finance Contract

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 Elk Rapids Schools (“District”)** meeting held on July 13, 2026, the Board employs **Chelsea McGuire (“Director”)** according to the terms and conditions described below.

1. **Term of Contract.** The Board employs the Director for a three (3)-year period beginning July 13, 2026, and ending on June 30, 2029. No later than March 31st during the last year of this contract, the Board may review this Contract and determine, in its discretion, whether to extend the Contract for an additional year. To be effective, any extension of this Contract must be documented in a written contract addendum signed by both parties.
2. **Duties.** The Director shall faithfully and diligently perform the duties of Director 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. The Director acknowledges the Board’s ultimate authority as to her duties related directions. The Director agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs. The Director is subject to assignment and transfer to another administrative position of employment in the District at the Board’s discretion.
3. **Certification/Qualifications.** The Director of Finance possesses and will maintain or acquire the requisite certification or qualifications to the position assigned, and this Contract is terminable if it is determined by the Board or Michigan Department of Education (or other proper authority) that the Director of Finance does not possess the requisite certification or qualifications to perform the responsibilities associated with this position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Director of Finance and to avoid any jeopardy to the District’s operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature. The presence of this stipulation shall not be construed or regarded as a limitation upon the at-will employment relationship specified in this Contract.

4. **Performance.** The Director will devote talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the administrative position assigned, including compliance with the related Board directives to carry out its policies and educational programs. The Director will use best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of responsibility. Further, the Director shall comply with and fulfill all responsibilities and tasks as required by state and federal law, as well as by the Board.
5. **Performance Evaluation.** The Director’s performance shall be evaluated annually, but not later than June 15th.
6. **Compensation.** The Director of Finance shall receive compensation for the performance of duties under this Contract at the following terms. Such amount shall be subject to deductions required by law and will be remitted in twenty-six (26) equal installments on the District’s

regular payroll. The Director of Finance shall receive no other remuneration for services unless expressly stated in this Contract

- Year 1: \$99,216
- Year 2: \$104,177
- Year 3: \$109,386

A. Any adjustment in the Director of Finance's salary made during this Contract shall be in the form of a written amendment and shall become a part of this Contract.

7. **School Business Expenses.** The District shall reimburse the Director for the following expenses, which she incurs on behalf of the District:

A. *Mobile Phone:* Up to Eight Hundred Forty Dollars (\$840) per 12-month period. This amount is based on the District's current contract for a standard mobile phone plan and is subject to adjustment if that contract amount changes.

B. *Mileage:* Reimbursement for all travel incurred on behalf of the District, including in-District travel, in compliance with Board Policy 6550.

8. **Professional Development.** Subject to express approval by the Board, the fees or dues for the Director's membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Superintendent, the Director may attend appropriate professional meetings at the state and national levels and shall be reimbursed for any related registration fees, tuition, travel, lodging, and reasonable meal expenses not prepaid by the Board. Reimbursement shall be in accordance with the per diem expense and reimbursement procedures established by Board Policy 6550 and shall not exceed the annual budget line item for the Director's professional development.

9. **Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the following insurance programs:

A. *Health:* The Board shall pay the premium for medical insurance benefits in accordance with the limitations of the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Director shall pay, through payroll deduction, any benefit plan costs that exceed that amount. If eligible, and in lieu of participation in the health insurance plan, the Director may opt to take cash in lieu of the amount equal to one-half (1/2) of the District's cost for the Director's participation in the District's health insurance plan.

B. *Dental/Vision:* The Board shall pay the full premium for the purchase of dental and vision insurance.

C. *Term Life:* The Board shall pay the full premium for the purchase of term life insurance with accidental death and dismemberment benefits, in an amount of \$100,000.

- D. *Long Term Disability*: The Board shall pay the full premium for the purchase of long-term disability insurance for the Director only.
10. ***Insurance Contracts***. 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 Contract.
- A. The Board shall not be required to remit premiums for any insurance coverage(s) for the Director or eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator, as long as the insurance underwriter, policyholder, or third-party administrator is not in default.
- B. 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.
- C. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
- D. 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.
11. ***Errors and Omissions Insurance***. The Board will pay the premium amount for errors and omissions insurance coverage for the Director of Finance while engaged in the performance of a governmental function and while the Director of Finance is acting within the scope of authority.
12. ***Vacation***. The Director is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30). The Director shall be granted vacation time of twenty (20) days per Contract year.
- A. Vacation days must be used within the Contract year for which they are made available, and the Director shall not receive any additional compensation in lieu of vacation days. If the Director is not able to use the twenty (20) allotted vacation days within the Contract year, she may carry over up to five (5) vacation days into the next Contract year, only without accumulation.
- B. The Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business, and is encouraged to schedule vacation days when school is not in session. The Director's vacation scheduling is subject to Superintendent approval.
13. ***Holidays***. Consistent with the holidays recognized by the District's calendar, the Director is entitled to the following holidays for which no service to the District is required: Memorial Day, July 4th, Labor Day and the Friday before Labor Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

14. ***Sick Leave.*** The Director shall receive twelve (12) sick leave days per Contract year to be absent from duty for personal illness or disability with pay. Unused paid leave days for illness/disability will accumulate without limit.
15. ***Personal Business Leave.*** The Director shall be permitted up to two (2) days per Contract year to conduct personal business which cannot be otherwise conducted outside of the Director's working hours. If these days are not used, they will, at the conclusion of the Contract year in which they were made available, be credited to the Director's accumulated sick leave as referenced in paragraph 14 of this Contract.
16. ***Bereavement Leave.*** The Director shall be allowed up to five (5) work days of paid leave for purposes of bereavement in the Director's immediate family. Upon Superintendent authorization, additional days (deductible from sick leave under paragraph 14 of this Contract) may be granted for extenuating circumstances connected with a death in the Director's immediate family.
17. ***Disability Leave.*** In the event of the Director's mental or physical incapacity to perform the duties of the position, the Director shall be granted an initial leave of ninety (90) work days for the purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be paid. Health plan premiums shall be made on behalf of the Director during this interval to the extent required by law. Upon using leave under this provision, the Director shall furnish medical certification to the Board (or its designee) to support the leave's necessity.
 - A. If there is reason to doubt the validity of the medical certification supplied by the Director, the Superintendent may require a second opinion, at Board expense.
 - B. The Director may request a ninety (90) work-day unpaid leave extension in the event of physical 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 the Director will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Director as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
 - C. If the Director is unable to or does not resume work at the conclusion of the leave taken under this paragraph (or any leave extension), employment and this Contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
 - D. Before resumption of duty after an unpaid leave of absence for a serious health condition, the Director shall provide to the Board a fitness for duty certification from the Director's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
 - E. The parties agree that the Director's position is a "key employee" position as prescribed by the Family and Medical Leave Act.

18. **No Tenure in Position.** The Director shall not be deemed to be granted continuing tenure in the position of Director of Finance or in any other capacity by virtue of this Contract or any employment assignment within the District.
19. **Discharge.** The Director of Finance is subject to discharge for reasonable and just cause after a hearing before the Board.
20. **Limitations.** The Director agrees that any claim or suit arising from employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Director understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly 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 lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
21. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Director regarding employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
 - A. Any prior agreement (written or oral) pertaining to the terms of this Contract is canceled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Director of Finance and the President and Secretary of the Board.
22. **Severability.** If any provision of this Contract 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).
23. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in Board action adopted on July 13, 2026, the same being incorporated by reference.

Date: _____

Chelsea McGuire

ELK RAPIDS SCHOOLS
BOARD OF EDUCATION

Date: _____

By: _____
Jennifer Brown, Its President

Date: _____

By: _____
Sherry Steffen, Its Secretary