

**Elk Rapids Schools**  
**Facilities & Grounds Assistant Contract**

In accordance with the action found in the July 13, 2026, meeting minutes of the Board of Education (“Board”) of the **Elk Rapids Schools** (“District”), the Board employs **Tim Spiers** (“employee”) as the Facilities/Grounds Assistant according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The employee is employed for a contract term of three (3) years, beginning July 1, 2026, and ending on June 30, 2029. Any extension of this Contract requires the express approval of the Board. Should the employee work less than a full year, all wages and benefits will be prorated based on the employee’s official date of hire.
2. **Duties.** The Employee shall faithfully and diligently perform the duties of this position as well as those duties as required by law (Appendix A), and that may be further established, modified, or amended from time to time by the Superintendent.
  - A. The Employee acknowledges the ultimate authority of the Board as to his duties and will faithfully perform those duties and diligently implement the Board’s policies and educational programs.
  - B. The Employee will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
3. **Assignment and Transfer.** The Employee is subject to assignment and transfer to another position at the discretion of the Board or Superintendent.
4. **Evaluation.** The Employee’s performance shall be evaluated by the Superintendent or designee at least annually.
5. **Certification/Qualifications.** The Employee represents that he possesses and will maintain the requisite certification or qualifications for the position assigned and that this Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Employee does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.
6. **Compensation.** The position is full-time. The Employee will receive compensation for the performance of duties under this Contract at the hourly rates listed below, not to exceed 40 hours/week without permission of the Superintendent. This amount is subject to any deduction required by law and will be remitted to the District’s regular payroll.
  - Year 1: \$20.00/hr
  - Year 2: \$21.00/hr
  - Year 3: \$22.05/hr

- A. The Employee's compensation reflects 260 work days in the Contract year.
  - B. The Employee will receive the following paid Holidays: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Memorial Day.
  - C. The Employee's compensation shall be paid bi-weekly based on actual hours worked by the employee.
  - D. Payroll deductions may be made as required by law or as authorized by the Superintendent.
  - E. Any adjustment to the Employee's compensation made during this Contract will be in the form of a written amendment and shall become a part of this Contract.
7. **Benefits.** The Employee is entitled to only the following benefits (or in a mutually agreeable written addendum signed by both parties):
- A. Health, Dental, and Vision Full Family Insurance as provided to other district employees. The District's contribution to the employee's medical benefit plan costs shall not exceed those amounts established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.
  - B. If the employee elects to decline coverage for any or all of these insurance coverages, he shall instead receive cash in lieu of insurance equal to half the hard cap rate for which they would qualify. To opt out of health insurance coverage, the employee must state in writing that he voluntarily opts out of the health care benefits provided to District employees, as he/she has health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
8. **Reimbursed Expenses.** The District shall reimburse the Employee for all necessary and reasonable expenses incurred from the performance of his administrative duties, including travel, lodging, and meals, in accordance with the District's per diem expense and reimbursement procedures.
9. **Authorized Absence.** The Employee shall diligently perform his duties in a timely and professional manner. The Employee's absence from duty due to personal illness or personal business will be promptly reported to the Superintendent.
- A. The Employee shall have twelve (12) paid sick leave days per year, which may accumulate up to a maximum of ninety (90) days.

- B. The Employee will receive 20 vacation days annually. Up to 5 unused days per year will be allowed to roll over to the next contract year. Use of vacation days is subject to the approval of the Superintendent.
  - C. The Employee shall be granted, upon request, up to three (3) paid leave days per year for personal business.
  - D. The Employee shall receive up to five (5) paid bereavement leave days for the death of a member of the Employee's immediate family, which includes: spouse, child, parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, sibling-in-law, son-in-law, and daughter-in-law.
10. **No Tenure in Position.** The Employee agrees that he is not granted continuing tenure in the position or in any other capacity by virtue of this Contract or any employment assignment within the District.
11. **Suspension and Termination.** The Board is entitled to suspend or terminate the Employee's employment at any time during the term of this Contract for reasonable and just cause.
- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term.
  - B. If the Board undertakes to suspend or terminate the Employee during the term of this Contract, he shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to the Employee written notice of the charges. This timeline may be waived if mutually agreed upon by the parties.
  - C. The Employee may be represented by legal counsel at this hearing, but at his expense.
  - D. If the Board terminates the Employee's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further contractual obligation to the Employee.
12. **Resignation.** Unless otherwise mutually agreed by the parties, the Employee shall provide a minimum notice of fourteen (14) calendar days before the effective date of his resignation.
13. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for the Employee while engaged in the performance of a governmental function and while the Employee is acting within the scope of his authority.

14. **Limitations Period.** The Employee agrees that any claim or suit arising out of her 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 Employee 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.
15. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Employee about his employment with the District. 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 unprofessional conduct and criminal history/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 Employee and the President and Secretary of the Board.
  - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
16. **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).
17. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

The parties agree to the above terms and conditions and affix their signatures to this Contract on July 13, 2026.

**Facilities/Grounds Assistant**

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Tim Spiers

**Board of Education of the Elk Rapids  
Schools**

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Jennifer Brown, President

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Sherry Steffen, Secretary

## Appendix A

# Elk Rapids Schools: Job Duties Facilities/Grounds Assistant

### **PURPOSE STATEMENT:**

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The job of Facilities/Operations Assistant is established for the purpose of supporting the maintenance, repair, and upkeep of district buildings, grounds, and facilities. To ensure safe, well-maintained, and orderly facilities and grounds to support education on a daily basis.

### **DUTIES AND RESPONSIBILITIES:**

- Perform repair and maintenance supporting the building structure, plumbing, hardware, heating, air conditioning, ventilating, furniture, electrical, irrigation, safety, and equipment across all district buildings and school grounds.
- Carry out assigned tasks associated with painting, refinishing, construction, remodeling, and Capital Projects.
- Maintain school parking lots, sidewalks, roadways, lawns, shrubbery, trees, fencing, drains, playgrounds, and their equipment.
- Maintain and perform line painting, field preparation, and maintenance at all athletic fields.
- Maintain and complete annual maintenance of gym floors throughout the district.
- Be responsible for removing snow and salting sidewalks, driveways, and parking lots throughout the district.
- Meet with building administration to prioritize and complete building-level maintenance tickets/requests on time
- Serve as a liaison to contracted custodial services district-wide
- Be willing to adjust the weekly schedule to meet district needs related to special events, athletic events, graduation, etc.
- Perform duties with care and thoroughness.
- Any other duties as determined by the Facilities/Operations Supervisor, Building Principals, Athletic Director, or Superintendent to support the operation of the district.