



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
May 9, 2022 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Opening of Meeting

A. *Call to Order*

B. *Mission: Nurturing Each Child, Educating All Students, Building World Citizens*

C. *Roll Call*

D. *Approval of Agenda*

Motion: The Board of Education approves the agenda for the May 9, 2022 regular meeting, as presented.

E. *Approval of Minutes*

Motion: The Board of Education approves the April 25, 2022, regular meeting minutes, as presented.

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Regular Meeting
Monday, April 25, 2022, 7:00 PM Eastern

Board Room
509 Burcham Drive
East Lansing, Michigan 48823

I. Opening of Meeting

I.A. Call to Order

Board President Kate Powers called the meeting to order at 7:00 pm.

I.B. Roll Call

Dr. Terah Chambers:	Present
Dr. Kath Edsall:	Present
Ms. Monica Fink:	Present
Dr. Elizabeth Lyons:	Present
Mr. Chris Martin:	Present
Ms. Kate Powers:	Present
Ms. Debbie Walton:	Present
Student Representatives:	
Elisabeth Beer	Present
Anne McIlhagga	Absent
Ms. Dori Leyko	Present

Present: 9. Absent 1.

I.C. Mission: *Nurturing Each Child, Educating All Students, Building World Citizens*

I.D. Approval of Agenda

Motion 21-22/105: The Board of Education approves the agenda for April 25, 2022, regular meeting, as presented.

This motion, made by Ms. Debbie Walton and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye,
Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

I.E. Approval of Minutes

Motion 21-22/106: The Board of Education approves the minutes of April 11, 2022, regular meeting, and closed session minutes from April 11, 2022, as presented.

This motion, made by Dr. Kath Edsall and seconded by Dr. Terah Chambers, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye,
Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

II. Recognition

- High School student Talaiah Reese has five paintings on display at Lansing Art Gallery. She was one of five local high school students to be selected in a juried competition. She won the top scholarship prize.



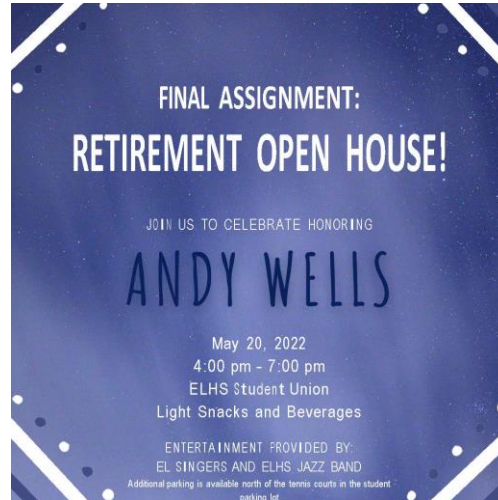
- Fourth-grade teacher, Mikaela Gill, was WILX Teacher of the Week.

III. Student Representative Report

- The Orchestra Program will be having a concert with Mark Wood of the Trans-Siberian Orchestra. The concert will take place on Friday, April 29 at 7 pm at the ELHS Auditorium.
- Students for Body Image Support will be hosting a three-legged race for Denim Day in support of sexual assault survivors during all lunches outside of the white tent.
- Prom will be April 30 at the Huntington Club with Post-Prom afterward. Post-prom tickets are still available.
- Model UN will be attending a conference in Toledo, OH on May 13 - 14.
- The East Lansing K-12 Art Festival is taking place in businesses in downtown East Lansing.
- UNICEF for Ukraine student vs. staff basketball game took place last Friday. Congratulations to the staff on their victory!
- Graduation will be on May 27 at MSU Auditorium beginning at 7:00 pm.
- Students are preparing for AP exams and finals.
- Clubs and student groups are still doing great things to support students.

IV. Superintendent's Report

- Open House for Andy Wells, May 20, 4:00 pm - 7:00 pm, East Lansing High School Student Union.



- Upcoming Staff Appreciation Week - May 2 - May 6. Dori, Glenn, and Nick will be making breakfast for all of the buildings. This will take place over the next couple of weeks.
- Governor Whitmer declared this week, April 25 - April 29 as Student Appreciation Week.
- Wednesday, April 27 is Administrative Professionals Day.

Discussion followed.

V. ELEF Check Presentation

K-5 Diverse Books Initiative

- Dane Sprecher, President, and Julie Thomas-Beckett, Vice-President presented a \$15,000 check for the K-5 Diverse Books Initiative.



Discussion followed.

VI. Public Hearing

A. Opening of Public Hearing

Replacement of the Fifth Grade HIV and AIDS Lesson and Video and Replacement of the 7/8 Grade HIV and AIDS Video.

B. Comments from Sara Smith, ELPS Director of Sexual Education and District Nurse

Discussion followed.

C. Public Comment

Replacement of the Fifth Grade HIV and AIDS Lesson and Video and Replacement of the 7/8 Grade HIV and AIDS Video.

No Public Comment.

D. Close of Public Hearing

Public Hearing closed at 7:20 pm.

VII. Consent Agenda

Motion 21-22/107: The Board of Education approves the consent agenda to include the following leave of absences.

A. An unpaid parental leave of absence for High School teacher, **Jacqui Carroll** for the 2022-23 school year.

B. An unpaid leave of absence for High School teacher, **Nicole Heggelund** for the 2022-23 school year.

C. An unpaid leave of absence for Robert L. Green Elementary teacher, **Katherine Fisher** for the 2022-23 school year.

D. An unpaid leave of absence for Red Cedar Elementary teacher, **Melissa Sigh** for the 2022-23 school year.

This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

VIII. **Public Comment:** This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all, other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

No Public Comment.

IX. Board Discussion

- Ms. Powers - working with MASB to put together the Board Retreat. Agenda items will be coming soon.

X. Action Items

A. Replacement of the Fifth Grade HIV and AIDS Lesson and Video and the Replacement of the 7/8 Grade HIV and AIDS Video

Motion 21-22/108: The Board of Education approve the replacement of the Fifth Grade HIV and AIDS Lesson and Video and the Replacement of the 7/8 Grade HIV and AIDS video, as presented.

This motion, made by Dr. Terah Chambers and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

B. Schools of Choice Resolution for 2022-23

Motion: 21-22/109: The Board of Education adopt the Schools of Choice resolution for the 2022-23 school year, as presented.

This motion, made by Dr. Terah Chambers and seconded by Dr. Kath Edsall, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

C. Schools of Choice Openings for 2022-23

Motion: 21-22/110: The Board of Education approves the following number of Schools of Choice (SOC) openings for the 2022-23 school year:

Young Fives/Kindergarten	22
1st Grade	18
2nd Grade	2
3rd Grade	7

4th Grade	19
5th Grade	24
6th Grade	1
7th Grade	1
8th Grade	1
9th - 12th Grades	<u>0</u>
TOTAL	95

This motion, made by Dr. Kath Edsall and seconded by Ms. Debbie Walton, Passed.

Discussion followed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

D. High School Germany Trip in the Summer of 2023

Motion 21-22/111: The Board of Education approves the trip request from Adam Orange and Robert Filter for a High School trip to Germany in the summer of 2023.

This motion, made by Ms. Debbie Walton and seconded by Dr. Kath Edsall, Passed.

Discussion followed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

E. ELEA Collective Bargaining Agreement

Motion 21-22/112: The Board of Education approves the changes to the agreement between the East Lansing Board of Education and the East Lansing Education Association, Ingham Clinton Education Association, MEA/NEA covering the period July 1, 2022, through June 30, 2025, as presented.

This motion, made by Dr. Kath Edsall and seconded by Dr. Terah Chambers, Passed.

Discussion followed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Ms. Kate Powers: Aye, Ms. Debbie Walton: Aye

Aye: 7, Nay: 0

XI. Committee Reports

A. Academic and Technology Committee

- English Language Arts Reading presentation;
- Middle School Social Studies presentation;
- Action on these two new curriculums is in Items of Information and will come to the Board for action on May 9;
- Thank you to the Curriculum Review Committee for all of their hard work.

B. Facilities Committee

- There are no upcoming meetings;
- Safe Routes to Schools will give a presentation for Red Cedar and Glencairn via Zoom on Wednesday at 6:00 pm. Email Chris Martin for the Zoom link.

C. Finance Committee

- Did not meet.

D. Intergovernmental Relations

- No report.

E. Personnel Committee

- Met on April 14;
- Discussion of the at-will contracts - will be bringing them to the Board shortly.

F. Policy Committee

- Did not meet.

XII. Announcements

No announcements.

XIII. Adjournment

The meeting adjourned at 7:55 pm.

President

Secretary

II. Recognition

III. Student Representative Report

IV. Superintendent's Report

V. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

VI. Presentation

"ELPS K-5 Classrooms Diverse Book Initiative", Klaudia Burton, Director of Equity and Social Justice

VII. Action Items

A. Hiring of Chief Human Resources Officer per employee contract from July 1, 2022 to June 30, 2025

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Motion: The Board of Education approve the hiring of Rulesha Glover-Payne, Chief Human Resources Officer, per the employee contract from July 1, 2022 to June 30, 2025, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations, Glenn Mitcham, Assistant Superintendent

SUBJECT: Action Item – Hiring of Chief Human Resources Officer per employee contract from July 1, 2022 to June 30, 2025

DATE: May 3, 2022

Recommendation:

It is recommended that the Board of Education approve the hiring of Rulesha Glover-Payne, Chief Human Resources Officer, per the employee contract from July 1, 2022 to June 30, 2025, as presented.

Background:

Attached is a three-year employee contract for Rulesha Glover-Payne. Rulesha was selected by the interview committee as the District's Chief Human Resources Officer. Rulesha's background includes a teacher with Kentwood Public Schools, (14 years), Labor Relations Director with MEA, (15 years), and most recently Chief Human Resources Officer with Huron Valley Schools, (3 years).

Over the past month, Rulesha has participated in a first round interview, a second round interview – including demonstration of a performance task and a final round interview with Assistant Superintendent, Glenn Mitcham and Superintendent, Dori Leyko. The interview committee for the first two rounds included:

Dori Leyko – Superintendent
Glenn Mitcham – Assistant Superintendent
Richard Pugh – Director of Finance and Operations
Nick Hamilton – Director of Student Services
Klaudia Burton – Director of Equity and Social Justice
Mary Claucherty – President of the Para Educators Union
Monique Smith – President of the Secretaries Union
Katharyn Farr – Teacher and representative of the East Lansing Education Association

Rulesha comes to ELPS highly recommended from all of her previous employers. ELPS is fortunate to find somebody skilled in human resources with a background in labor relations and education. All who know her professionally describe her as a hard worker, relationship builder and skilled human resource expert.

The 2021-22 First Budget Revision included a 0.50 FTE for this position as it was anticipated it would be filled mid-year. The 0.50 FTE will be removed with the 2021-22 Final Budget Revision and will be budgeted, pending approval by the Board of Education, as a 1.00 FTE with the 2022-23 Recommend Budget.

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Rulesha Glover-Payne (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Chief Human Resources Officer for a period commencing on July 1, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Director shall perform the duties of Chief Human Resources Officer as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. Director acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that s/he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director 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 obligations hereunder.

3. DUTIES

The Director agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Twenty-Eight Thousand dollars (\$128,000) for Contract year 2022-23, One Hundred Thirty-Two Thousand Four Hundred Eighty dollars (\$132,480) for Contract year 2023-24, and One Hundred Thirty-Six Thousand Four Hundred Fifty-Four dollars (\$136,454) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2022-23, 2023-24, and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30th of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director.

For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

5. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30th of each year.

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination,

incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, he/she 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. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

9. DISABILITY or INCAPACITY

In the event of Director's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director 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 Director, it may require a second opinion, at Board expense.

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

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Director shall provide to the Board a fitness for duty certification from Director'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.

10. TENURE

The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

11. OUTSIDE ACTIVITIES

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, s/he may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

12. MEDICAL EXAMINATIONS

The Director 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 or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent 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.

13. INSURANCE PREMIUM PAYMENTS

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 the Director and eligible dependents for the insurance programs as provided in Addendum A.

14. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and 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. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

16. SICK LEAVE AND PERSONAL LEAVE

The Director is credited twelve (12) days of sick leave annually.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days per year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

17. REIMBURSEMENT

The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of his/her reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. 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 amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no 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, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Director 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Director agrees that any claim or suit arising out of Director's 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. 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

Date

By: _____
Chief Human Resources Officer

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

ADDENDUM A

Insurance premiums paid by the district on behalf of the Director and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*
- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
- c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

2. **Dental insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **Long-term disability insurance** - The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Professional development - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

Terminal leave - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), s/he shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.

B. Administrators and Supervisors employee contracts from July 1, 2022 to June 30, 2025

23

Motion: The Board of Education approve the Administrators and Supervisors employee contracts from July 1, 2022 to June 30, 2025, as presented.



MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Action Item – Administrators and Supervisors employee contracts from July 1, 2022 to June 30, 2025

DATE: May 3, 2022

Recommendation:

It is recommended that the Board of Education approve the Administrators and Supervisors employee contracts from July 1, 2022 to June 30, 2025, as presented.

Background:

Attached are three-year employee contracts for administrators (building level administrators and central office administrators) and supervisors. All current employee contracts for administrators and supervisors expire June 30, 2022. On April 14, 2022 the Personnel Committee reviewed contract recommendations for these employee groups.

The total estimated three-year cost increase of these employee contracts is:

- Administrators \$586,600 (includes 36% for FICA and MPERS)
- Supervisors \$181,700 (includes 36% for FICA and MPERS)

The percentage wage increase for Supervisors is 5% each year. The percentage wage increase for Administrators is 4% (2022-23), 3.5% (2023-24), and 3% (2024-25).

Per Board Policy 4206, non-exempt (hourly) employee agreements will be executed by the Superintendent. The non-exempt, At-Will, employee groups are grounds, maintenance, courier, technology, central office support staff, and lunch monitors. The percentage wage increases for these groups over the next three-years is:

- Grounds, maintenance, courier = 5% each year
- Technology, central office support = 4.5% each year
- Lunch monitors = 9% (2022-23), 8.5% (2023-24), and 7.5% (2024-25)

Larger percentage increases were given to non-exempt positions with lower per hour rates. The total estimated three-year cost increase for non-exempt employees is \$335,700 (includes 36% for FICA and MPERS).

CONTRACT

CONTRACT OF EMPLOYMENT

SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Jose Arceo (*hereinafter* "Supervisor") that the Board employs the said Supervisor of Grounds commencing on July 1, 2022 and ending on June 30, 2025 according to the terms and conditions as described and set forth herein as follows:

1. **TERM**

The Supervisor shall perform the duties of Supervisor of Grounds as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. **DUTIES**

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. **COMPENSATION**

The Supervisor shall be paid at an annual salary rate of Seventy-Four Thousand One Hundred Eighty-Nine dollars (\$74,189) for Contract year 2022-2023, Seventy-Seven Thousand Eight Hundred Ninety-Eight dollars (\$77,898) for Contract year 2023-2024, and Eighty-One Thousand Seven Hundred Ninety-Three dollars (\$81,793) for Contract year 2024-2025. The Parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to

the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2022-2023 the Supervisor shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of Five Thousand dollars (\$5,000).

4. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent or designee.

The Supervisor shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. The Supervisor shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or designee. Maximum allowable vacation days to be banked shall not exceed ten (10) days. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank. The Supervisor shall not be compensated for unused accrued/banked vacation upon cessation of employment with the District.

The Supervisor shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

5. EVALUATION

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

6. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30 day notice. The Board shall be entitled to terminate Supervisor's employment immediately, if and when it determines that Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Supervisor materially breaches the terms and conditions of this Contract.

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.

7. DISABILITY or INCAPACITY

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, Supervisor 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 Supervisor, it may require a second opinion, at Board expense.

8. TENURE

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

9. INSURANCE PREMIUM PAYMENTS

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 the Supervisor and eligible dependents for the insurance programs as provided in Addendum A to the extent allowed by Board Policy and/or Law.

10. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

11. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

12. SICK LEAVE AND PERSONAL LEAVE

The Supervisor is credited twelve (12) days of sick leave days annually.

The Supervisor may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.
3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. However, this shall not apply to any proceeding brought by the Supervisor against the District or in which the Supervisor is testifying against the district.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

13. REIMBURSEMENT

The Supervisor shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Supervisor for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

14. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no 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, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Supervisor 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Supervisor agrees that any claim or suit arising out of Supervisor's 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. Supervisor 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

Date By: _____
Supervisor of Grounds

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Health Insurance – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor's eligible dependents for MESSA Choices 2 (PAK) with: Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Supervisor will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. If electing MESSA ABC Plan 1 – 20% or
- b. If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or
- c. The amount above the State defined "hard caps" per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State "hard cap" amounts.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district's Waiver of Medical Coverage form.

Dental Insurance - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

Vision Insurance - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

Term Life Insurance - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor's designated beneficiary with double indemnity in the event of accidental death (AD&D).

Long-Term Disability Insurance - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Terminal Leave - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPSERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.

Paid Holidays - Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National President's Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Michael Stahlmann (*hereinafter* "Supervisor") that the Board employs the said Supervisor of Operations and Maintenance commencing on July 1, 2022 and ending on June 30, 2025 according to the terms and conditions as described and set forth herein as follows:

1. **TERM**

The Supervisor shall perform the duties of Supervisor of Operations and Maintenance as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. **DUTIES**

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. **COMPENSATION**

The Supervisor shall be paid at an annual salary rate of Eighty-One Thousand Five Hundred Forty-Nine dollars (\$81,549) for Contract year 2022-2023, Eighty-Five Thousand Six Hundred Twenty-Six dollars (\$85,626) for Contract year 2023-2024, and Eighty-Nine Thousand Nine Hundred Seven dollars (\$89,907) for Contract year 2024-2025. The Parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage

overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2022-2023 the Supervisor shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of Five Thousand dollars (\$5,000).

4. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent or designee.

The Supervisor shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. The Supervisor shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or designee. Maximum allowable vacation days to be banked shall not exceed ten (10) days. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank. The Supervisor shall not be compensated for unused accrued/banked vacation upon cessation of employment with the District.

The Supervisor shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

5. EVALUATION

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

6. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30 day notice. The Board shall be entitled to terminate Supervisor's employment immediately, if and when it determines that Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Supervisor materially breaches the terms and conditions of this Contract.

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.

7. DISABILITY or INCAPACITY

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, Supervisor 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 Supervisor, it may require a second opinion, at Board expense.

8. TENURE

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

9. INSURANCE PREMIUM PAYMENTS

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 the Supervisor and eligible dependents for the insurance programs as provided in Addendum A to the extent allowed by Board Policy and/or Law.

10. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

11. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

12. SICK LEAVE AND PERSONAL LEAVE

The Supervisor is credited twelve (12) days of sick leave days annually.

The Supervisor may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.
3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. However, this shall not apply to any proceeding brought by the Supervisor against the District or in which the Supervisor is testifying against the district.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

13. REIMBURSEMENT

The Supervisor shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Supervisor for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

14. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no 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, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Supervisor 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Supervisor agrees that any claim or suit arising out of Supervisor's 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. Supervisor 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

Date By: _____
Supervisor of Operations and Maintenance

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Health Insurance – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor’s eligible dependents for MESSA Choices 2 (PAK) with: Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Supervisor will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. If electing MESSA ABC Plan 1 – 20% or
- b. If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or
- c. The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district’s Waiver of Medical Coverage form.

Dental Insurance - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

Vision Insurance - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

Term Life Insurance - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor’s designated beneficiary with double indemnity in the event of accidental death (AD&D).

Long-Term Disability Insurance - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Terminal Leave - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.

Paid Holidays - Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National President's Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Scott Baker-Young (*hereinafter* "Supervisor") that the Board employs the said Supervisor of Accounting commencing on July 1, 2022 and ending on June 30, 2025 according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Supervisor shall perform the duties of Supervisor of Accounting as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. DUTIES

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. COMPENSATION

The Supervisor shall be paid at an annual salary rate of Seventy-Two Thousand One Hundred Eighty-Two dollars (\$72,182) for Contract year 2022-2023, Seventy-Five Thousand Four Hundred Thirty-Nine dollars (\$75,439) for Contract year 2023-2024, and Seventy-Eight Thousand Eight Hundred Forty-Three dollars (\$78,843) for Contract year 2024-2025. The Parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage

overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

4. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent or designee.

The Supervisor shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. The Supervisor shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or designee. Maximum allowable vacation days to be banked shall not exceed ten (10) days. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank. The Supervisor shall not be compensated for unused accrued/banked vacation upon cessation of employment with the District.

The Supervisor shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

5. EVALUATION

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

6. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30 day notice. The Board shall be entitled to terminate Supervisor's employment immediately, if and when it determines that Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Supervisor materially breaches the terms and conditions of this Contract.

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.

7. DISABILITY or INCAPACITY

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, Supervisor 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 Supervisor, it may require a second opinion, at Board expense.

8. TENURE

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

9. INSURANCE PREMIUM PAYMENTS

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 the Supervisor and eligible dependents for the insurance programs as provided in Addendum A to the extent allowed by Board Policy and/or Law.

10. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

11. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

12. SICK LEAVE AND PERSONAL LEAVE

The Supervisor is credited twelve (12) days of sick leave days annually.

The Supervisor may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse,

child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.
3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. However, this shall not apply to any proceeding brought by the Supervisor against the District or in which the Supervisor is testifying against the district.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

13. REIMBURSEMENT

The Supervisor shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Supervisor for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

14. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no 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, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Supervisor 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Supervisor agrees that any claim or suit arising out of Supervisor's 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. Supervisor 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

Date By: _____
Supervisor of Accounting

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Health Insurance – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor’s eligible dependents for MESSA Choices 2 (PAK) with: Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Supervisor will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. If electing MESSA ABC Plan 1 – 20% or
- b. If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or
- c. The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district’s Waiver of Medical Coverage form.

Dental Insurance - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

Vision Insurance - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

Term Life Insurance - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor’s designated beneficiary with double indemnity in the event of accidental death (AD&D).

Long-Term Disability Insurance - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Terminal Leave - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.

Paid Holidays - Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National President's Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Florence Lalonde (*hereinafter* "Supervisor") that the Board employs the said Supervisor of Payroll and Benefits commencing on July 1, 2022 and ending on June 30, 2025 according to the terms and conditions as described and set forth herein as follows:

1. **TERM**

The Supervisor shall perform the duties of Supervisor of Payroll and Benefits as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. **DUTIES**

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. **COMPENSATION**

The Supervisor shall be paid at an annual salary rate of Seventy-Two Thousand One Hundred Eighty-Two dollars (\$72,182) for Contract year 2022-2023, Seventy-Five Thousand Four Hundred Thirty-Nine dollars (\$75,439) for Contract year 2023-2024, and Seventy-Eight Thousand Eight Hundred Forty-Three dollars (\$78,843) for Contract year 2024-2025. The Parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage

overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

4. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent or designee.

The Supervisor shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. The Supervisor shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or designee. Maximum allowable vacation days to be banked shall not exceed ten (10) days. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank. The Supervisor shall not be compensated for unused accrued/banked vacation upon cessation of employment with the District.

The Supervisor shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

5. EVALUATION

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

6. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30 day notice. The Board shall be entitled to terminate Supervisor's employment immediately, if and when it determines that Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Supervisor materially breaches the terms and conditions of this Contract.

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.

7. DISABILITY or INCAPACITY

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, Supervisor 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 Supervisor, it may require a second opinion, at Board expense.

8. TENURE

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

9. INSURANCE PREMIUM PAYMENTS

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 the Supervisor and eligible dependents for the insurance programs as provided in Addendum A to the extent allowed by Board Policy and/or Law.

10. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

11. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

12. SICK LEAVE AND PERSONAL LEAVE

The Supervisor is credited twelve (12) days of sick leave days annually.

The Supervisor may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse,

child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.
3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. However, this shall not apply to any proceeding brought by the Supervisor against the District or in which the Supervisor is testifying against the district.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

13. REIMBURSEMENT

The Supervisor shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Supervisor for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

14. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no 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, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Supervisor 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Supervisor agrees that any claim or suit arising out of Supervisor's 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. Supervisor 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

Date By: _____
Supervisor of Payroll and Benefits

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Health Insurance – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor’s eligible dependents for MESSA Choices 2 (PAK) with: Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Supervisor will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. If electing MESSA ABC Plan 1 – 20% or
- b. If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or
- c. The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district’s Waiver of Medical Coverage form.

Dental Insurance - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

Vision Insurance - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

Term Life Insurance - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor’s designated beneficiary with double indemnity in the event of accidental death (AD&D).

Long-Term Disability Insurance - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Terminal Leave - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.

Paid Holidays - Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National President's Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Lindsay Young (*hereinafter* "Supervisor") that the Board employs the said District Wellness Leader commencing on July 1, 2022 and ending on June 30, 2025 according to the terms and conditions as described and set forth herein as follows:

1. **TERM**

The Supervisor shall perform the duties of District Wellness Leader as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. **DUTIES**

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. **COMPENSATION**

The Supervisor shall be paid at an annual salary rate of Sixty-Three Thousand dollars (\$63,000) for Contract year 2022-2023, Sixty-Six Thousand One Hundred Fifty dollars (\$66,150) for Contract year 2023-2024, and Sixty-Nine Thousand Four Hundred Fifty-Eight dollars (\$69,458) for Contract year 2024-2025. The Parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to

the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

4. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor's work schedule shall follow the teacher calendar plus fifteen (15) summer days. The summer days shall be five (5) days each in the months of June, July, and August. The summer days shall be defined by the Superintendent or designee.

5. EVALUATION

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

6. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30 day notice. The Board shall be entitled to terminate Supervisor's employment immediately, if and when it determines that Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Supervisor materially breaches the terms and conditions of this Contract.

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.

7. DISABILITY or INCAPACITY

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, Supervisor 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 Supervisor, it may require a second opinion, at Board expense.

8. TENURE

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

9. INSURANCE PREMIUM PAYMENTS

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 the Supervisor and eligible dependents for the insurance programs as provided in Addendum A to the extent allowed by Board Policy and/or Law.

10. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

11. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

12. SICK LEAVE AND PERSONAL LEAVE

The Supervisor is credited ten (10) days of sick leave days annually.

The Supervisor may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.
3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. However, this shall not apply to any proceeding brought by the Supervisor against the District or in which the Supervisor is testifying against the district.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

13. REIMBURSEMENT

The Supervisor shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Supervisor for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

14. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no 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, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Supervisor 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Supervisor agrees that any claim or suit arising out of Supervisor's 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. Supervisor 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

Date By: _____
District Wellness Leader

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Health Insurance – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor’s eligible dependents for MESSA Choices 2 (PAK) with: Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Supervisor will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. If electing MESSA ABC Plan 1 – 20% or

- b. If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or
- c. The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district’s Waiver of Medical Coverage form.

Dental Insurance - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

Vision Insurance - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

Term Life Insurance - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor’s designated beneficiary with double indemnity in the event of accidental death (AD&D).

Long-Term Disability Insurance - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Terminal Leave - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Amy Martin (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Middle School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Twenty Thousand Three Hundred Sixty-Five Dollars (\$120,365) for Contract year 2022-2023, One Hundred Twenty Four Thousand Five Hundred Seventy-Eight Dollars (\$124,578) for Contract year 2023-2024, and One Hundred Twenty Eight Thousand Three Hundred Fifteen Dollars (\$128,315) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____	_____
	ADMINISTRATOR
	EAST LANSING PUBLIC SCHOOLS
Date: _____	By: _____
	Superintendent
Date: _____	By: _____
	Board President
Date: _____	By: _____
	Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Ashley Schwarzbek (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Associate High School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

- C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of Ninety Eight Thousand Six Hundred Sixty-Six Dollars (\$98,666) for Contract year 2022-2023, One Hundred Two Thousand One Hundred Nineteen Dollars (\$102,119) for Contract year 2023-2024, and One Hundred Five Thousand One Hundred Eighty-Three Dollars (\$105,183) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

- B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

- C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

- D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

- A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

- B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position**. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal**. The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination**. The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff**. This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs John Atkinson (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Associate Middle School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Eleven Thousand One Hundred Eighty-Eight Dollars (\$111,188) for Contract year 2022-2023, One Hundred Fifteen Thousand Eighty Dollars (\$115,080) for Contract year 2023-2024, and One Hundred Eighteen Thousand Five Hundred Thirty-Two Dollars (\$118,532) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

 ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____
 By: _____
 Superintendent

Date: _____
 By: _____
 Board President

Date: _____
 By: _____
 Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Nicole Norris (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of East Lansing High School Director of Athletics and Activities as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

- C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.
4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).
5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Thousand Three Hundred Three Dollars (\$100,303) for Contract year 2022-2023, One Hundred Three Thousand Eight Hundred Fourteen Dollars (\$103,814) for Contract year 2023-2024, and One Hundred Six Thousand Nine Hundred Twenty-Eight Dollars (\$106,928) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.
- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
- B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
- C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
- D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
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- A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.
- B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

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10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

 ADMINISTRATOR
 EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
 Superintendent

Date: _____

By: _____
 Board President

Date: _____

By: _____
 Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Quiana Davis-Lewis (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Associate High School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of Ninety Five Thousand One Hundred Sixty Dollars (\$95,160) for Contract year 2022-2023, Ninety Eight Thousand Four Hundred Ninety-One Dollars (\$98,491) for Contract year 2023-2024, and One Hundred One Thousand Four Hundred Forty-Six Dollars (\$101,446) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

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- a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
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- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____	_____
	ADMINISTRATOR
	EAST LANSING PUBLIC SCHOOLS
Date: _____	By: _____
	Superintendent
Date: _____	By: _____
	Board President
Date: _____	By: _____
	Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Rinard Pugh (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Seven Thousand One Hundred Twenty Dollars (\$107,120) for Contract year 2022-2023, One Hundred Ten Thousand Eight Hundred Sixty-Nine Dollars (\$110,869) for Contract year 2023-2024, and One Hundred Fourteen Thousand One Hundred Ninety-Five Dollars (\$114,195) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

- A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Amy Webster (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

- C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Eleven Thousand Five Hundred Eight Dollars (\$111,508) for Contract year 2022-2023, One Hundred Fifteen Thousand Four Hundred Eleven Dollars (\$115,411) for Contract year 2023-2024, and One Hundred Eighteen Thousand Eight Hundred Seventy-Three Dollars (\$118,873) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

- B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

- C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

- D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

- E. For Contract year 2022-2023 the Administrator shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of One Thousand Dollars (\$1,000).

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

- A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.

- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her

assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30)

days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Joshua Robertson (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Six Thousand One Hundred Ninety-Eight Dollars (\$106,198) for Contract year 2022-2023, One Hundred Nine Thousand Nine Hundred Fifteen Dollars (\$109,915) for Contract year 2023-2024, and One Hundred Thirteen Thousand Two Hundred Twelve Dollars (\$113,212) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

E. For Contract year 2022-2023 the Administrator shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of One Thousand Dollars (\$1,000).

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

- B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

- A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.

- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her

assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30)

days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Lorraine Ware (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

- C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Twenty Thousand Three Hundred Sixty-Five Dollars (\$120,365) for Contract year 2022-2023, One Hundred Twenty Four Thousand Five Hundred Seventy-Eight Dollars (\$124,578) for Contract year 2023-2024, and One Hundred Twenty Eight Thousand Three Hundred Fifteen Dollars (\$128,315) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

- B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

- C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

- D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

- E. For Contract year 2022-2023 the Administrator shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of One Thousand Dollars (\$1,000).

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

- A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

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10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.

- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her

assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30)

days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Shane Johnson (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

- C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.
4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).
5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Six Thousand One Hundred Ninety-Eight Dollars (\$106,198) for Contract year 2022-2023, One Hundred Nine Thousand Nine Hundred Fifteen Dollars (\$109,915) for Contract year 2023-2024, and One Hundred Thirteen Thousand Two Hundred Twelve Dollars (\$113,212) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.
- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
- B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
- C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
- D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
- E. For Contract year 2022-2023 the Administrator shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of One Thousand Dollars (\$1,000).
6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:
- A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

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8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.

- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her

assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30)

days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Tracey Barton (“Administrator”) for a period beginning July 1, 2022 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of Elementary School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

- C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Fifteen Thousand Six Hundred Thirty-Eight Dollars (\$115,638) for Contract year 2022-2023, One Hundred Nineteen Thousand Six Hundred Eighty-Five Dollars (\$119,685) for Contract year 2023-2024, and One Hundred Twenty Three Thousand Two Hundred Seventy-Six Dollars (\$123,276) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

- A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

- B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

- C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

- D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2022-2023, 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

- E. For Contract year 2022-2023 the Administrator shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of One Thousand Dollars (\$1,000).

6. **Flex Days.** An Administrator with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

- A. The Administrator's earning and use of a flex day requires approval from the Superintendent or designee.

- B. The Administrator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** 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 Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

- A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

- a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator 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 for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.

- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she 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 using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her 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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her 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 any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator'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.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), 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, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her

assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she 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 District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30)

days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission that is the subject of the claim or suit. The Administrator 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on June 13, 2022.

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

Date: _____

ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____

By: _____
Superintendent

Date: _____

By: _____
Board President

Date: _____

By: _____
Board Secretary

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Christian Palasty (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Technology and Communications for a period commencing on July 1, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Director shall perform the duties of Director of Technology and Communications as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. Director acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that s/he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director 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 obligations hereunder.

3. DUTIES

The Director agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Nineteen Thousand Six Hundred dollars (\$119,600) for Contract year 2022-23, One Hundred Twenty-Three Thousand Seven Hundred Eighty-Six dollars (\$123,786) for Contract year 2023-24, and One Hundred Twenty-Seven Thousand Five Hundred dollars (\$127,500) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2022-23, 2023-24, and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30th of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during

the contract year during which services were actually rendered by the Director. For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2022-23 the Director shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of Five Thousand dollars (\$5,000).

5. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30th of each year.

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, he/she 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. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

9. DISABILITY or INCAPACITY

In the event of Director's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director 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 Director, it may require a second opinion, at Board expense.

Director may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume his/her duties at the end of the

extended leave interval. Medical certification shall be supplied by Director as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Director shall provide to the Board a fitness for duty certification from Director'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.

10. TENURE

The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

11. OUTSIDE ACTIVITIES

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, s/he may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

12. MEDICAL EXAMINATIONS

The Director 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 or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent 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.

13. INSURANCE PREMIUM PAYMENTS

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 the Director and eligible dependents for the insurance programs as provided in Addendum A.

14. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and 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. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

16. SICK LEAVE AND PERSONAL LEAVE

The Director is credited twelve (12) days of sick leave annually.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days per year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

17. REIMBURSEMENT

The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of his/her reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. 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 amounts and/or at a reasonable

premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no 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, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Director 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Director agrees that any claim or suit arising out of Director's 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. 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

Date By: _____
Director of Technology and Communications

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Insurance premiums paid by the district on behalf of the Director and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:
 - a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

2. **Dental insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **Long-term disability insurance** - The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Professional development - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

Terminal leave - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), s/he shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Glenn Mitcham (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Assistant Superintendent for a period commencing on July 1, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Director shall perform the duties of Assistant Superintendent as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. Director acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that s/he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director 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 obligations hereunder.

3. DUTIES

The Director agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Thirty-Seven Thousand Two Hundred Eighty dollars (\$137,280) for Contract year 2022-23, One Hundred Forty-Two Thousand Eighty-Five dollars (\$142,085) for Contract year 2023-24, and One Hundred Forty-Six Thousand Three Hundred Forty-Eight dollars (\$146,348) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2022-23, 2023-24, and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30th of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director.

For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2022-23 the Director shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of Five Thousand dollars (\$5,000).

5. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30th of each year.

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, he/she 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. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

9. DISABILITY or INCAPACITY

In the event of Director's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director 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 Director, it may require a second opinion, at Board expense.

Director may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Director as a

condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Director shall provide to the Board a fitness for duty certification from Director'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.

10. TENURE

The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

11. OUTSIDE ACTIVITIES

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, s/he may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

12. MEDICAL EXAMINATIONS

The Director 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 or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent 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.

13. INSURANCE PREMIUM PAYMENTS

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 the Director and eligible dependents for the insurance programs as provided in Addendum A.

14. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and 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. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

16. SICK LEAVE AND PERSONAL LEAVE

The Director is credited twelve (12) days of sick leave annually.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days per year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

17. REIMBURSEMENT

The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of his/her reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. 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 amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to

consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no 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, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Director 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Director agrees that any claim or suit arising out of Director's 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. 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

Date By: _____
Assistant Superintendent

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Insurance premiums paid by the district on behalf of the Director and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:
 - a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

2. **Dental insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **Long-term disability insurance** - The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Professional development - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

Terminal leave - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), s/he shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Richard Pugh (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Finance and Operations for a period commencing on July 1, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Director shall perform the duties of Director of Finance and Operations as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. Director acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that s/he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director 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 obligations hereunder.

3. DUTIES

The Director agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Thirty-Seven Thousand Two Hundred Eighty dollars (\$137,280) for Contract year 2022-23, One Hundred Forty-Two Thousand Eighty-Five dollars (\$142,085) for Contract year 2023-24, and One Hundred Forty-Six Thousand Three Hundred Forty-Eight dollars (\$146,348) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2022-23, 2023-24, and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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3 to 5 years of service	\$6,000
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11 or more years of service	\$8,000

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director.

For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2022-23 the Director shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of Five Thousand dollars (\$5,000).

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The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30th of each year.

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

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

Director may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Director as a

condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Director shall provide to the Board a fitness for duty certification from Director'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.

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The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

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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 the Director and eligible dependents for the insurance programs as provided in Addendum A.

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Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and 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. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

16. SICK LEAVE AND PERSONAL LEAVE

The Director is credited twelve (12) days of sick leave annually.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days per year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

17. REIMBURSEMENT

The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of his/her reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. 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 amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to

consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no 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, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Director 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Director agrees that any claim or suit arising out of Director's 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. 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

Date By: _____
Director of Finance and Operations

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Insurance premiums paid by the district on behalf of the Director and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:
 - a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

2. **Dental insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **Long-term disability insurance** - The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Professional development - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

Terminal leave - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), s/he shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Nicholas Hamilton (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Student Support Services for a period commencing on July 1, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Director shall perform the duties of Director of Student Support Services as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. Director acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that s/he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director 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 obligations hereunder.

3. DUTIES

The Director agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Twenty-Five Thousand Six Hundred Fifty-Two dollars (\$125,652) for Contract year 2022-23, One Hundred Thirty Thousand Fifty dollars (\$130,050) for Contract year 2023-24, and One Hundred Thirty-Three Thousand Nine Hundred Fifty-Two dollars (\$133,952) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2022-23, 2023-24, and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30th of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director.

For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2022-23 the Director shall receive a responsibility stipend, for extra duties related to the elementary bond project, in the amount of One Thousand dollars (\$1,000).

5. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30th of each year.

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, he/she 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. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

9. DISABILITY or INCAPACITY

In the event of Director's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director 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 Director, it may require a second opinion, at Board expense.

Director may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Director as a

condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Director shall provide to the Board a fitness for duty certification from Director'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.

10. TENURE

The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

11. OUTSIDE ACTIVITIES

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, s/he may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

12. MEDICAL EXAMINATIONS

The Director 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 or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent 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.

13. INSURANCE PREMIUM PAYMENTS

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 the Director and eligible dependents for the insurance programs as provided in Addendum A.

14. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and 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. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

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The Director is credited twelve (12) days of sick leave annually.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days per year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

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The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of his/her reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. 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 amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to

consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no 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, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Director 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Director agrees that any claim or suit arising out of Director's 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. 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

Date By: _____
Director of Student Support Services

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Insurance premiums paid by the district on behalf of the Director and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:
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 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

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3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

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CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Klaudia Burton (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Equity and Social Justice for a period commencing on July 1, 2022 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Director shall perform the duties of Director of Equity and Social Justice as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent. The Director agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. Director acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that s/he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director 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 obligations hereunder.

3. DUTIES

The Director agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Four Thousand dollars (\$104,000) for Contract year 2022-23, One Hundred Seven Thousand Six Hundred Forty dollars (\$107,640) for Contract year 2023-24, and One Hundred Ten Thousand Eight Hundred Sixty-Nine dollars (\$110,869) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year. If the Director obtains a school administrator certificate they shall receive an additional Ten Thousand dollars (\$10,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract years 2022-23, 2023-24, and 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30th of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director. For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

5. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually, not later than June 30th of each year.

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, he/she 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. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

9. DISABILITY or INCAPACITY

In the event of Director's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director 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 Director, it may require a second opinion, at Board expense.

Director may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Director as a

condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her 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, Director shall provide to the Board a fitness for duty certification from Director'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.

10. TENURE

The parties agree that the Director is denied tenure in any administrative or non-classroom capacity.

11. OUTSIDE ACTIVITIES

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, s/he may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

12. MEDICAL EXAMINATIONS

The Director 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 or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent 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.

13. INSURANCE PREMIUM PAYMENTS

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 the Director and eligible dependents for the insurance programs as provided in Addendum A.

14. AUTOMOBILE

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director and 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. The Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

16. SICK LEAVE AND PERSONAL LEAVE

The Director is credited twelve (12) days of sick leave annually.

The Director may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Unused sick leave days may accumulate without limit and be compensated as per Addendum A.

The Director shall also receive three (3) personal business days per year. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the administrator's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per Contract year for each death in the immediate family, which shall be interpreted to mean current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

17. REIMBURSEMENT

The Director shall be eligible to be reimbursed for out of district travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by the Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of his/her reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. 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 amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to

consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no 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, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records 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 the Director 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. SEVERABILITY PROVISION

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).

21. GOVERNING LAW

Director agrees that any claim or suit arising out of Director's 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. 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 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.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent.

Date By: _____
Director of Equity and Social Justice

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

ADDENDUM A

Insurance premiums paid by the district on behalf of the Director and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director’s health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee’s election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Director will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:
 - a. *If electing MESSA ABC Plan 1 – 20% or*
 - b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*

If the Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district’s Waiver of Medical Coverage form.

2. **Dental insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

3. **Vision insurance** - The Board shall provide without cost to the Director MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **Long-term disability insurance** - The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Professional development - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

Terminal leave - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), s/he shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.

C. Purchase of Technology Hardware

219

Motion: The Board of Education approves the purchase of desktop computers from SEHI in the amount of \$51,125.00 and Chromebooks in the amount of \$95,173.20 for a total of \$146,298.20, as presented.



509 Burcham Drive, East Lansing, MI 48823
 Technology & Media Services Department
 (517) 333-7418 Phone (517) 333-7404 Fax

East Lansing
 Public Schools

April 26, 2022

To: Board of Education
 From: Christian Palasty, Director of Technology & Media Services

Subj: ACTION ITEM – Purchase of Technology Hardware

Motion: MOVE TO PURCHASE DESKTOP COMPUTERS FROM SEHI IN THE AMOUNT OF \$51,125.00 AND CHROMEBOOKS IN THE AMOUNT OF \$95,173.20.

As part of the regular rotation schedule, which lists the replenishment of aging instructional technology hardware, we are planning to purchase and replace the following items:

Qty	Item	Cost per	Total Cost
100	Desktop PC's (ELHS/MMS)	511.25	51,125.00
360	Chromebooks (Elementary)	264.37	95,173.20
			146,298.20

The desktops are HP Prodesk 400 G7 models and will be purchased out of the Sinking Fund account. The Chromebooks are HP G9 EE models and will be purchased with the remaining bond technology budget. Both devices are being purchased from SEHI Computer Products.

The desktops are replacing computers in lab settings and the district rotation schedule typically replaces desktops after seven years. The Chromebook purchase will phase out another grade level of laptops.

Both purchases are being made through the state REMC program and the SPOT* catalog and meets all state and local bidding requirements.

*SPOT is a statewide collaborative purchase agreement.

D. MacDonald Middle School Social Studies Curriculum
Adoption

221

Motion: The Board of Education approves the adoption and purchase of McGraw Hill as the core Social Studies curriculum for East Lansing Public School students in grades 7 and 8, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: East Lansing Board of Education

FROM: Glenn Mitcham, Assistant Superintendent

SUBJECT: MacDonald Middle School Social Studies Curriculum Adoption

DATE: May 9, 2022

Recommendation

It is recommended that the Board of Education approve the adoption and purchase as presented, of McGraw Hill as the core Social Studies curriculum for East Lansing Public School student's grades 7 and 8.

Background:

The MacDonald Middle School Social Studies Curriculum Committee has been working since August to carefully review potential curriculums to replace the current 2005 TCI Curriculum for 7th and 8th Grade (6th Grade currently uses Oakland Units of Study for World Geography). After detailed review of 5 potential curriculums, (curated from an initial list of 10), the committee chose 2 finalists for teacher pilots. The information attached gives the board detailed information about these pilots.

After careful consideration of many factors, it is the committee's recommendation to adopt McGraw Hill for 7th and 8th grade and to remain with the current program for 6th grade. I will be asking the board to approve a motion to adopt McGraw Hill at the May 9 Board of Education meeting.

Middle School Social Studies Curriculum Adoption

222

Pilot Overview, Teacher Feedback, Student Feedback and
Equity and Social Justice for school board consideration

Process and Overview

223

Middle School Social Studies Curriculum Committee

- Katelyn Newcombe
- Amy Martin
- Klaudia Burton
- Julie Berridge
- Mike Foster
- Evan Martin
- Steven Neal
- Norm Scott
- Will Wismer

Process and Overview

Middle School Social Studies Curriculum Committee

224

- Dorinda Carter Andrews
- Melissa Fore
- Walter Hawthorne
- Catherine Schwartz
- LaTonya Turner

Process and Overview

225

Meeting Structure

- September - Curated list/rubric examination
- October - Choosing top two or three (Savvas and McGraw Hill)
- November - Curriculum presentations from vendors
- December - March - Pilot
- April - Teacher and student feedback/Equity deep dive
- Parent/Family feedback

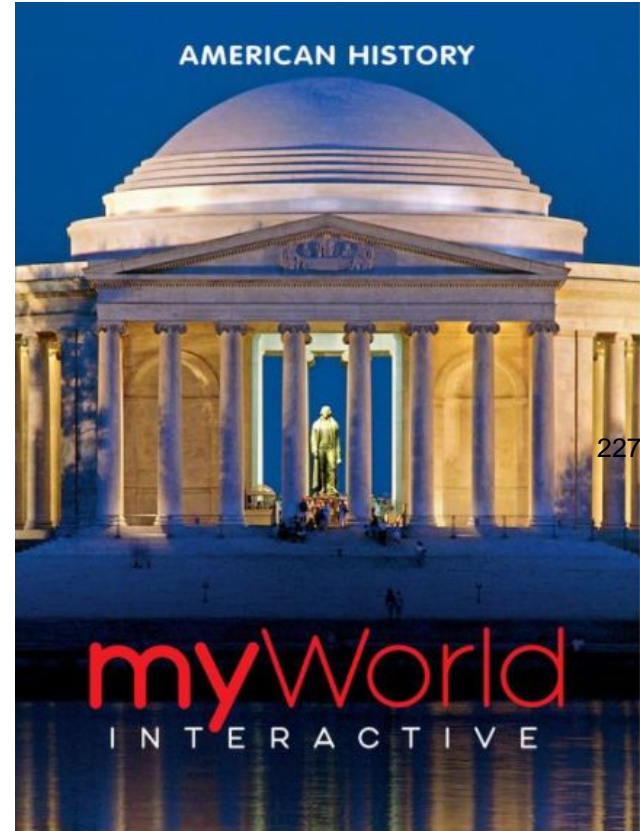
8th Grade Pilot

226

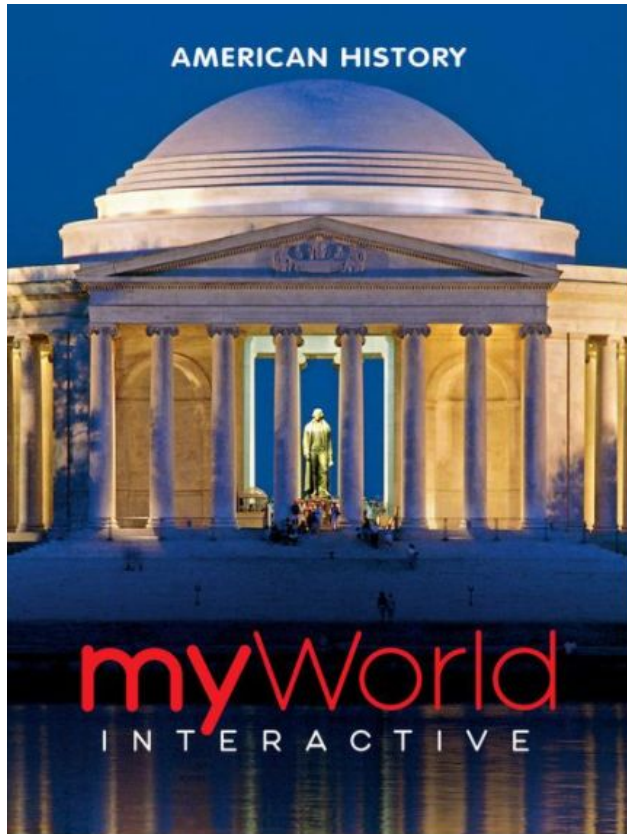
Savvas

8th Grade Savvas Highlights

- ❖ Aligned specifically to Michigan standards
- ❖ Active journal that goes along with the text (digital and in print)
- ❖ Interactive maps, charts, and diagrams provide a unique way to learn
- ❖ Multiple suggestions in the teacher edition for differentiation
- ❖ Separates vocabulary into content vocabulary and academic vocabulary
- ❖ All inquiry quests are in the C3 framework
- ❖ Some updated terminology. More culturally responsive than past curriculum.



8th Grade Savvas Challenges



- ❖ Inconsistent terminology (ex: American Indian vs Native American and slave vs. enslaved person)
- ❖ Lack of representation for many marginalized groups (ex: nothing on women in the unit we completed)
- ❖ Technology frustrations:
 - Grading is difficult and not user friendly
 - Videos do not work consistently
 - Website and eText are clunky (not saving, hard to navigate, etc)
 - Google Classroom does not merge well with Savvas
- ❖ Assessments are disconnected from content

8th Grade Teacher 1 Assessment Data - Savvas

Pre-Test

Post-Test

Average
7.01 / 30 points

Median
7 / 30 points

Range
2 - 15 points

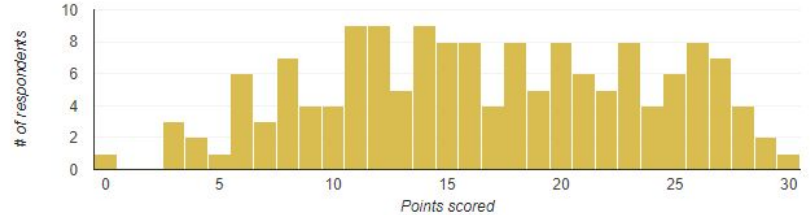
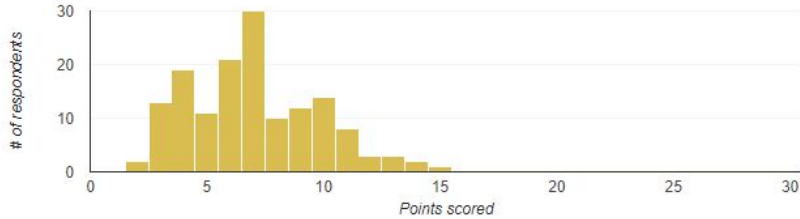
Average
16.69 / 30 points

Median
16 / 30 points

Range
0 - 30 points

Total points distribution

Total points distribution



229

8th Grade Teacher 2 Assessment Data - Savvas

Pre-Test

Post-Test

Average
7.28 / 30 points

Median
7 / 30 points

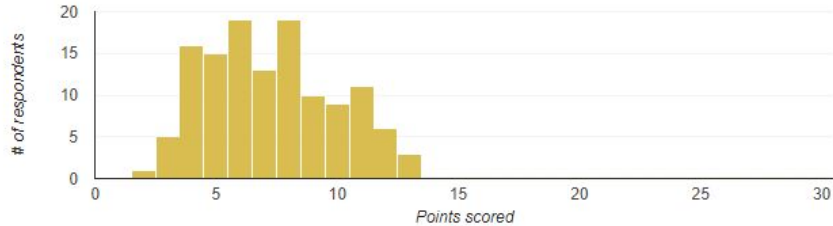
Range
2 - 13 points

Average
19.4 / 30 points

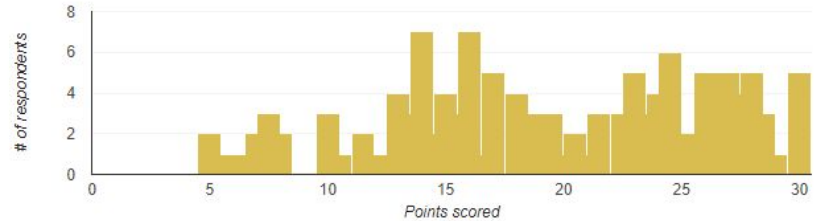
Median
19.5 / 30 points

Range
5 - 30 points

Total points distribution



Total points distribution



230

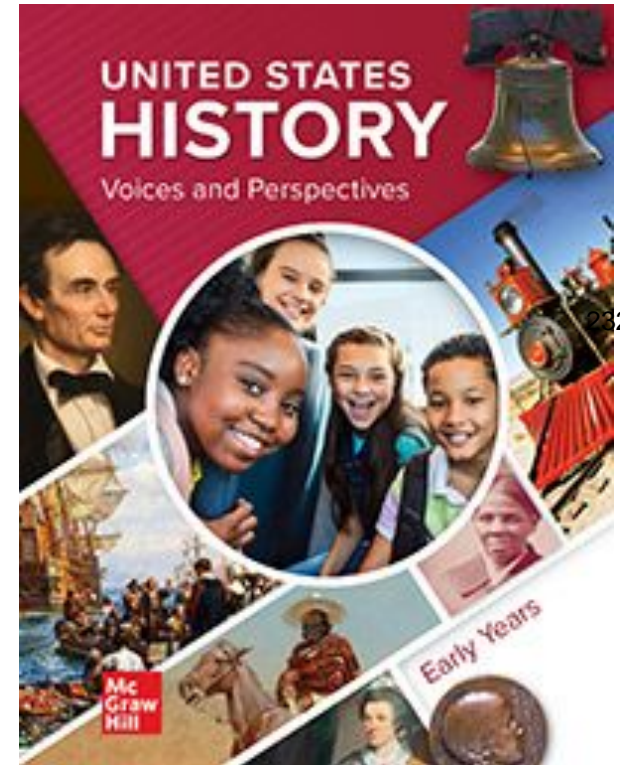
8th Grade Pilot

231

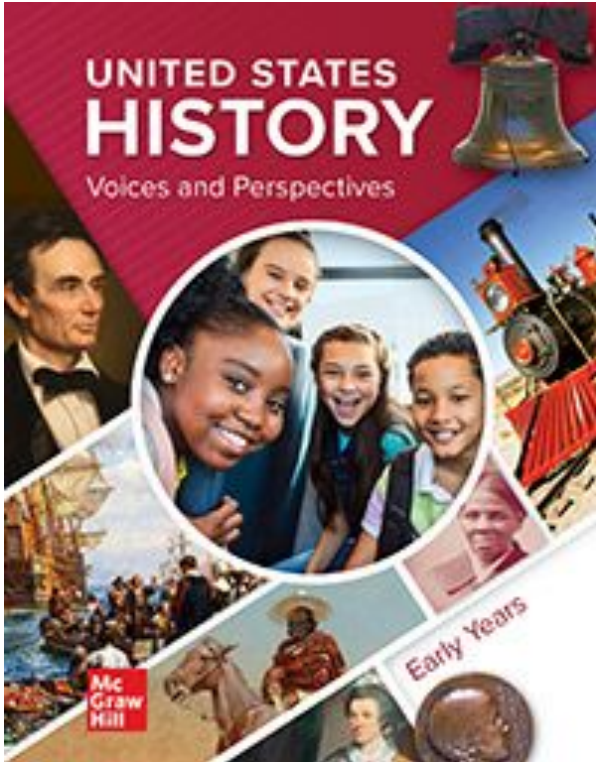
McGraw Hill

8th Grade McGraw Hill Highlights

- ❖ Consistent updated terminology and much more culturally responsive than previous curriculums
- ❖ Inquiry lessons provide the opportunity to analyze multiple perspectives - uses numerous thoughtful primary sources
- ❖ Website is easy to access and connects to Google Classroom
- ❖ Many differentiated assignments (Reading Essentials, Google Translate connection, Spanish versions)
- ❖ Many assignments that connect events from the past to today



8th Grade McGraw Hill Challenges



- ❖ Lack of quick formative assessments to assess student progress during a unit
- ❖ Lack of videos that go along with the lessons
- ❖ Grading between website and Google Classroom is difficult
- ❖ More culturally responsive, but would still want to add more resources on marginalized groups

8th Grade Teacher 1 Assessment Data - McGraw Hill

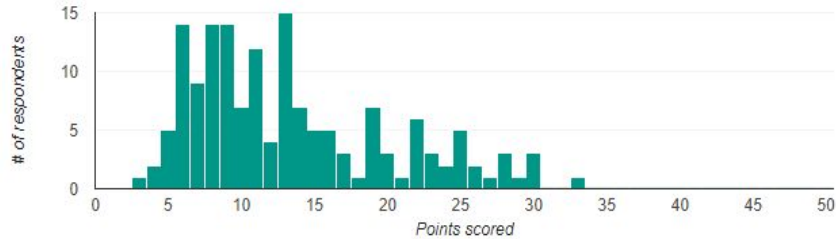
Pre-Test

Average
13.4 / 50 points

Median
11 / 50 points

Range
3 - 33 points

Total points distribution



Post-Test

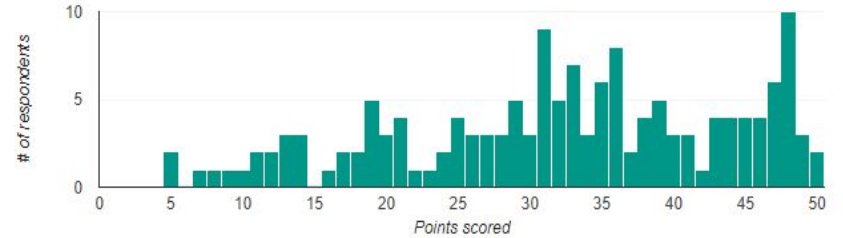
Average
32.21 / 50 points

Median
33 / 50 points

Range
5 - 50 points

Total points distribution

234



8th Grade Teacher 2 Assessment Data - McGraw Hill

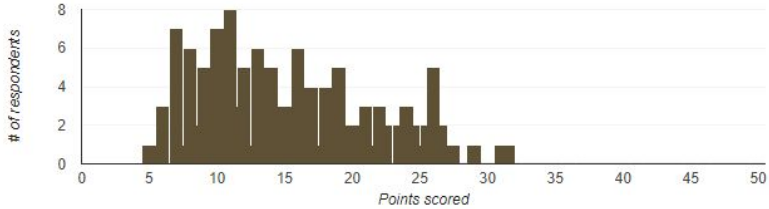
Pre-Test

Average
15.46 / 50 points

Median
14.5 / 50 points

Range
5 - 31.5 points

Total points distribution



Post-Test

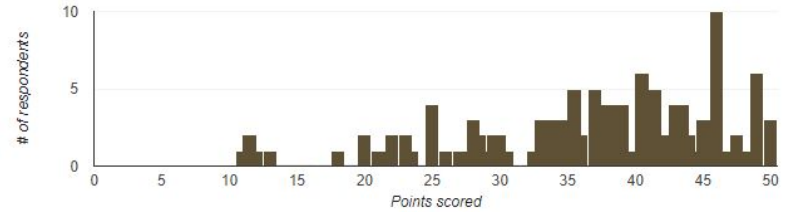
Average
36.76 / 50 points

Median
38.5 / 50 points

Range
11 - 50 points

Total points distribution

235



7th Grade Pilot

236

Savvas

7th Grade Savvas online teacher dashboard

2nd hour Social Studies

[Assignments](#)[Calendar](#)[Discuss](#)[Students & Groups](#)[Class Settings](#)

View:

All my assignments

When:

Entire class duration

[Assignments by class](#)[Assignments by student](#)

237

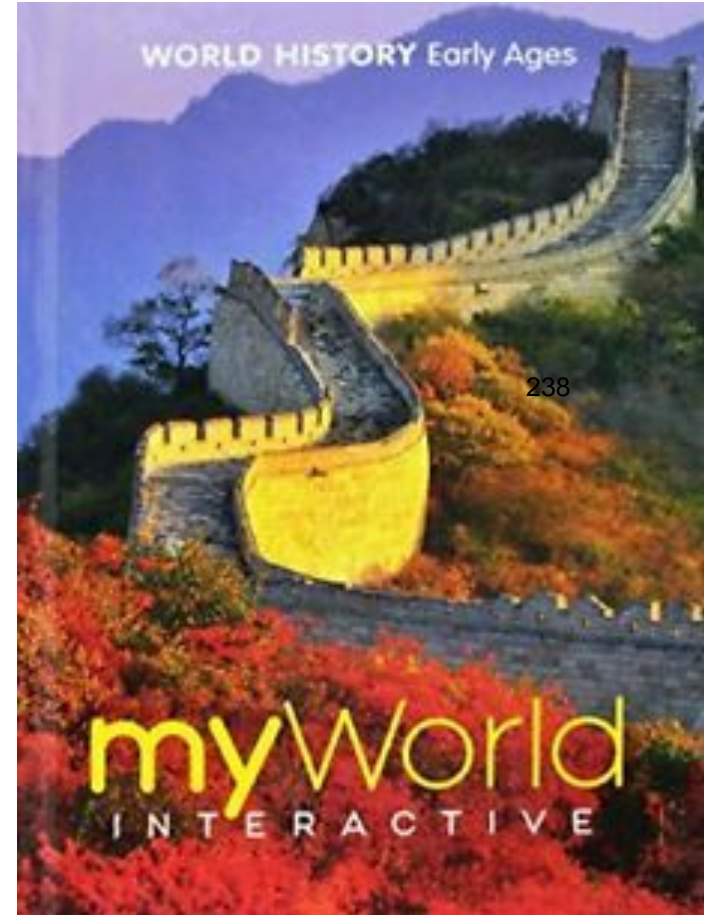
Hide assignments

	Title	Student status	Due Date	Average
	WEDNESDAY: Ancient Greece Mini Games	9/29 Completed	02/10/22 11:59pm	32%
	Lesson 8 eText: Alexander and the Hellenistic World	5/29 Completed	02/09/22 11:59pm	-
	Mini Quiz: Warfare in Ancient Greece	22/29 Completed	02/01/22 11:59pm	37%

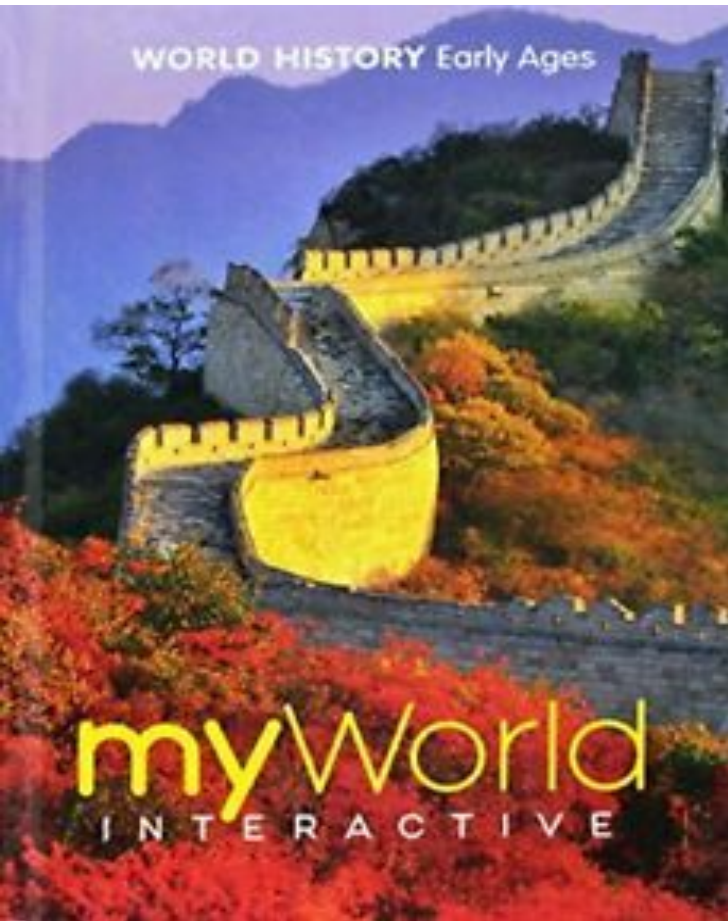
7th Grade Savvas **Highlights** 👍

- ❖ Aligns **Michigan standards**
- ❖ **Active journal** coupled with eText (digital and in print)
- ❖ **Interactive** maps, photographs, and diagrams provide a unique way to learn
- ❖ Multiple suggestions in the teacher edition for differentiation
- ❖ Simplified Vocabulary appropriate for grade-level

TEXTBOOK



7th Grade Savvas **Challenges** 🙅



- ❖ **Inconsistent terminology** (ex: slave vs. enslaved person)
- ❖ **Technology frustrations:**
 - Grading platform 239
 - Online platform loading inconsistent
 - Google Classroom does not integrate seamlessly with Savvas
- ❖ **Assessments** are disconnected from content

7th Grade Savvas Assessments

Quiz Scores (AVG.)

Lesson 1 pre-Quiz: 44%

Lesson 1 post-Quiz: 64%

Lesson 2 pre-Quiz: 67%

Lesson 2 post-Quiz: 73%

TEACHER DASHBOARD SNAPSHOT

Program: World History: myWorld Interactive Early Ages Middle Grades > Topic 6: Ancient Greece (Warfare in Ancient Greece)

Assigned to: 2nd hour Social Studies

Standard Analysis

Question Analysis

Student Analysis

Performance A

View student performance analysis and assign resources for remediation or enrichment between the performance bands.

Performance by

Overall Score



Break point

70

%

Show

240

Student who scored **less than 70%**

[Assign Resources](#)

40% (2/5)

60% (3/5)

40% (2/5)

40% (2/5)

Student who scored **more than 70%**

[Assign Resources](#)

80% (4/5)

100% (5/5)

80% (4/5)

7th Grade Pilot

241

McGraw Hill

7th Grade McGraw Hill online teacher dashboard



2nd hour Social Studies

Mr. Martin



< My Programs

Dashboard

Course

Gradebook

Calendar

Assignments

Roster

Reports

Assessments

My Tools

2nd hour Social Studies

Search for Resources

World History: Voices and Perspectives

Where do you want to go?

> Browse Your Course

Calendar

< Monday, April 4, 2022 >

No calendar items scheduled for this day.

eBook Options



Student Interactive eBook World History: Voices and Perspectives



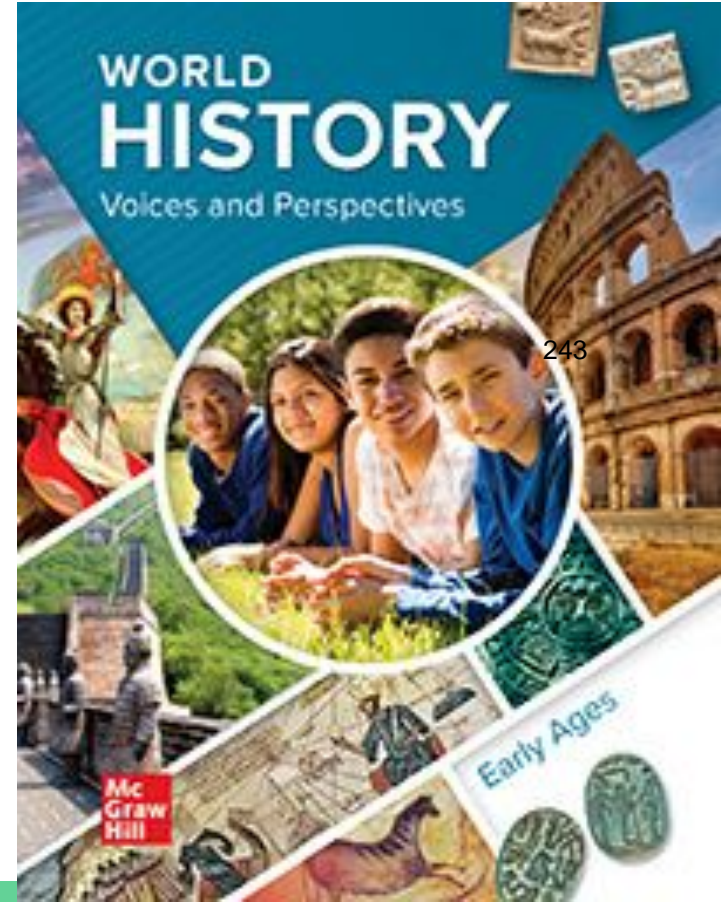
Inquiry Journal World History: Voices and Perspectives

242

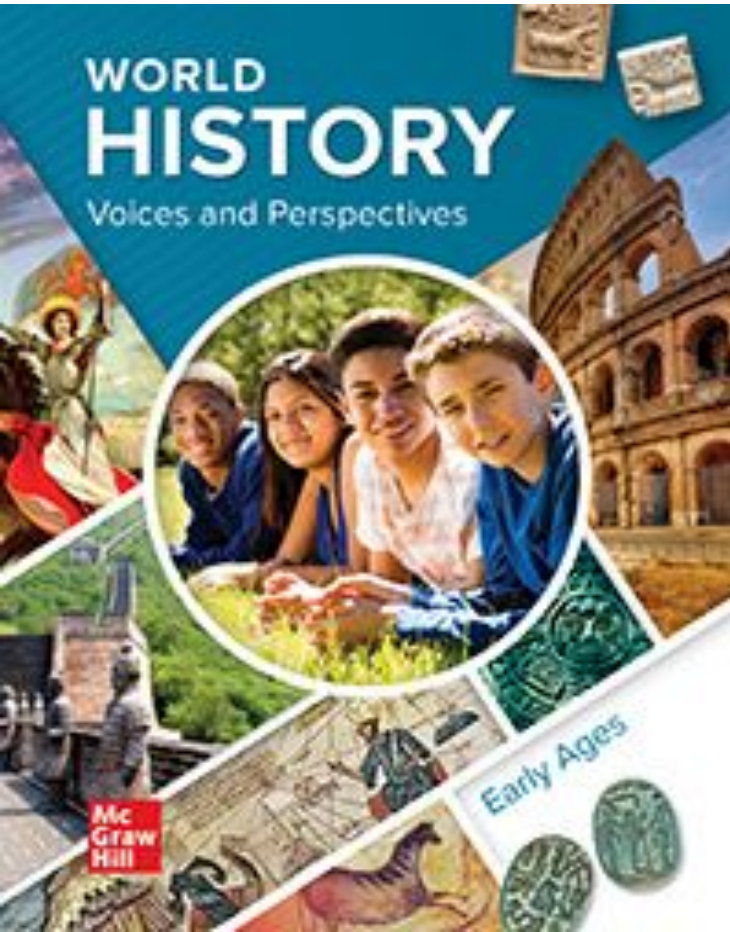
7th Grade McGraw Hill **Highlights** 👍

- ❖ Updated and **consistent terminology**
- ❖ Inquiry lessons provide the opportunity to **analyze multiple perspectives** - uses numerous primary sources
- ❖ **Online dashboard** is easy to access for students and teachers
 - Less frequent loading issues
- ❖ Strategies for differentiating instruction
- ❖ Multiple engaging lesson guide materials

TEXTBOOK



7th Grade McGraw Hill Challenges 🙄



- ❖ **Lacking formative assessments**
- ❖ **Complex vocabulary** proved difficult for students
- ❖ **Lacking audio-visual** materials
 - *Heavy emphasis on Reading and Writing* ²⁴⁴
- ❖ **Grading** between online dashboard and Google Classroom is time consuming
- ❖ **Less content** dedicated to representing experiences of marginalized groups
 - *talks about massive architectural accomplishments, does not elaborate how/who responsible for them*

7th Grade McGraw Hill Assessments

Quiz Scores (AVG.)

Lesson 1 pre-Quiz: 43%

Lesson 1 post-Quiz: 68%

Lesson 2 pre-Quiz: 58%

Lesson 2 post-Quiz: 80%

TEACHER DASHBOARD SNAPSHOT

[View all Reports](#)

Activity Performance - Class

Report Date: 04/04/2022

Find Student ▾

Filter Assignments ▾

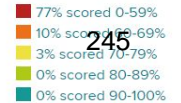
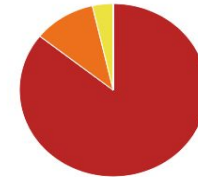


Overall Class Average

43% 

All averages are unweighted.

Student Distribution



245

6th Grade Pilot

246

Savvas

6th Grade Savvas Highlights

- Videos and interactive galleries provided a good framework for class discussion
- Students were genuinely interested in the historical aspects of the curriculum
- eText allowed for students to listen to the reading
- Primary sources and corresponding questions included diverse backgrounds and viewpoints
- The textbook was colorful and engaging.

247



6th Grade Savvas Challenges

- Lesson layout, readings, and content were pretty surface level.
- Lessons were laid out in “cookie cutter” fashion
- Assessments were largely vocabulary based- no skill application / map interpretation, higher order thinking, etc.
- Frustrations with technology
 - Videos glitching out
 - Grading was based out of 100 for every assignment
 - Not easily connected to Google Classroom (could not modify point totals)
- The emphasis on teaching the curriculum through historical context waters down the Grade Level Content Expectations.

248



6th Grade Teacher 1 Assessment Data- Savvas

Average Quiz Scores

Quiz #1: 55.2%

Quiz #2: 69.6%

Quiz #3: 67.2%

Quiz #4: 60%

Quiz #5: 58.8%

*Average quiz scores were lower in this curriculum than the McGraw Hill curriculum



6th Grade Teacher 2 Assessment Data- Savvas

Average Quiz Scores

Quiz #1: 78%

Quiz #2: 82%

Quiz #3: 52%

Quiz #4: 62%

Quiz #5: 64%

*Average quiz scores were lower in this curriculum than the McGraw Hill curriculum



250

6th Grade Pilot

251

McGraw Hill

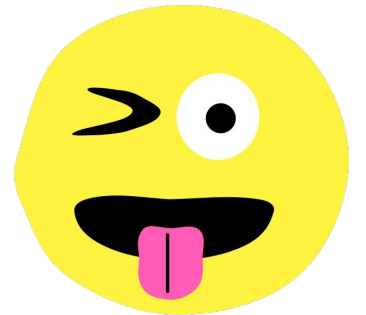
6th Grade McGraw Hill Highlights

- Platform was very user friendly. Much easier to transfer assignments to Google Classroom.
- The supplemental activities (videos, resources, activities, interactive maps) were very engaging for students and sparked great discussion
- The Smart Book was excellent for students- it reads the text to them, asks comprehension questions, and provides meaningful feedback
- Text provided quality representation of characters



6th Grade McGraw Hill Challenges

- For teachers: Piloting a curriculum that will be changing again in a year
- For teachers: The MH website locks you out after a period of inactivity
- The use of AD and BC rather than BCE and CE when discussing dates/timelines
- The emphasis on teaching the curriculum through historical context waters²⁵³ down the Grade Level Content Expectations.



6th Grade Teacher 1 McGraw Hill Assessment Data

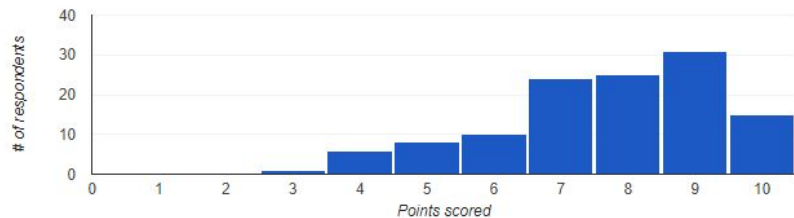
Lesson 1 Quiz

Average
7.7 / 10 points

Median
8 / 10 points

Range
3 - 10 points

Total points distribution



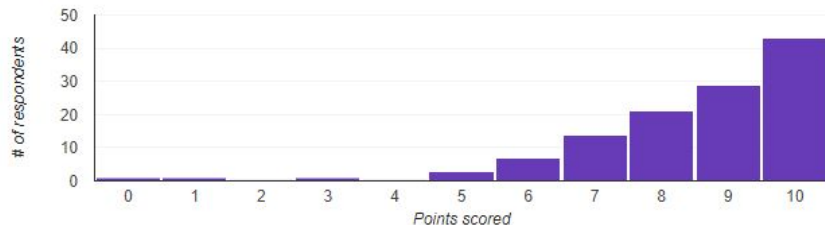
Lesson 2 Quiz

Average
8.48 / 10 points

Median
9 / 10 points

Range
0 - 10 points

Total points distribution



Lesson 3 Quiz

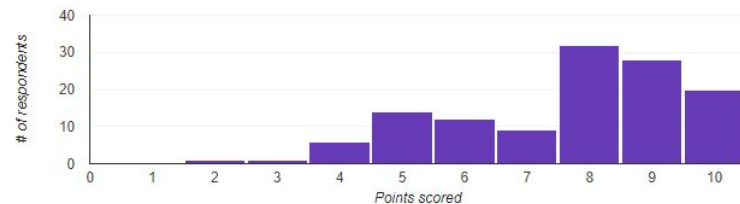
Average
7.66 / 10 points

Median
8 / 10 points

Range
2 - 10 points

Total points distribution

254



6th Grade Teacher 2 McGraw Hill Assessment Data

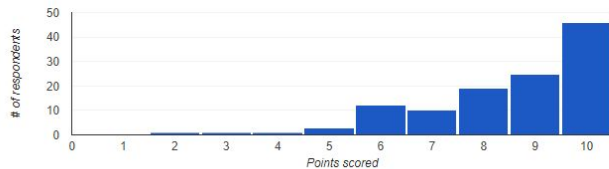
Quiz #1

Average
8.5 / 10 points

Median
9 / 10 points

Range
2 - 10 points

Total points distribution



Quiz #3

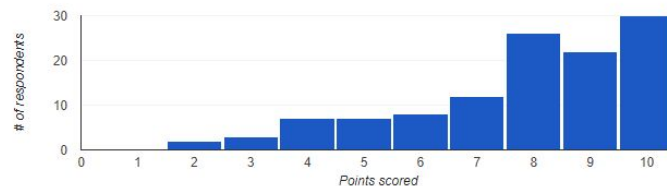
255

Average
7.81 / 10 points

Median
8 / 10 points

Range
2 - 10 points

Total points distribution



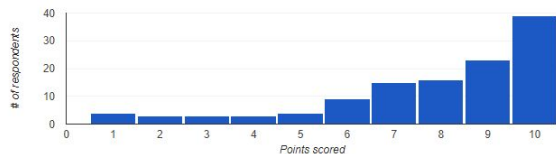
Quiz #2

Average
7.86 / 10 points

Median
9 / 10 points

Range
1 - 10 points

Total points distribution



6th Grade Recommendation

- Our current curriculum does a far superior job meeting our states standards for 6th grade social studies.
- Both McGraw Hill and Savvas have added historical context to their textbooks that are not a part of the standards which creates a surface level understanding of the content.
- [MDE Link](#) Page 53
- Our recommendation is to update our current curriculum's data instead of adopting either²⁵⁶ programs.
- It would save the district money since the only expense is to give teachers release time to update the information in the curriculum.
- It would also ensure a higher quality learning experience for students with a greater depth of understanding of the content.



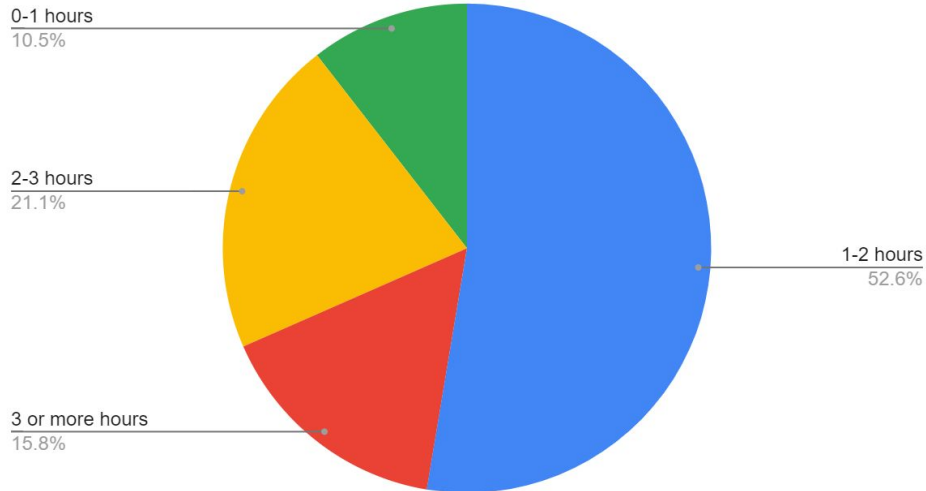
Teacher Lesson Planning Feedback

257

Weekly survey given to teachers throughout both pilots. A summary of the lesson plan data follows.

Teacher Feedback: Savvas Lesson Planning

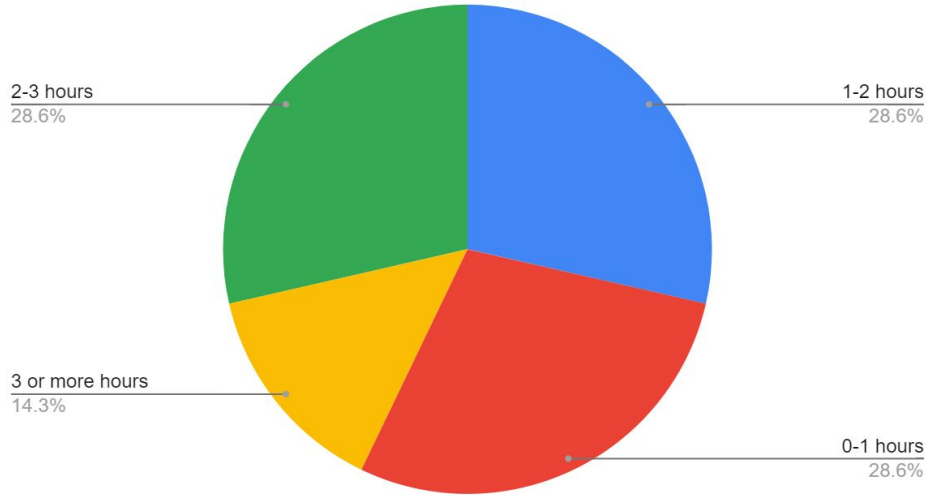
How much time did it take you to plan the lessons for this week:



- Lesson planning was pretty simple as everything is laid out for teachers
- Savvas Realize was hard to navigate. The same assignment was posted in several ways making it confusing. ²⁵⁸
- Compatibility with Google Classroom was an issue
- Teachers felt they had to use materials that were quite surface level or add/create supplemental materials.

Teacher Feedback: McGraw Hill Lesson Planning

How much time did it take you to plan the lessons for this week:



- Online platform was easy to navigate
- Many resources available for each lesson (positive and negative).
- Teachers spent a lot of time²⁵⁹ combining and modifying assignments.
- McGraw Hill has a menu, not a recipe.
- Easier to navigate, but more time consuming was the common theme.

Summary of Student Feedback

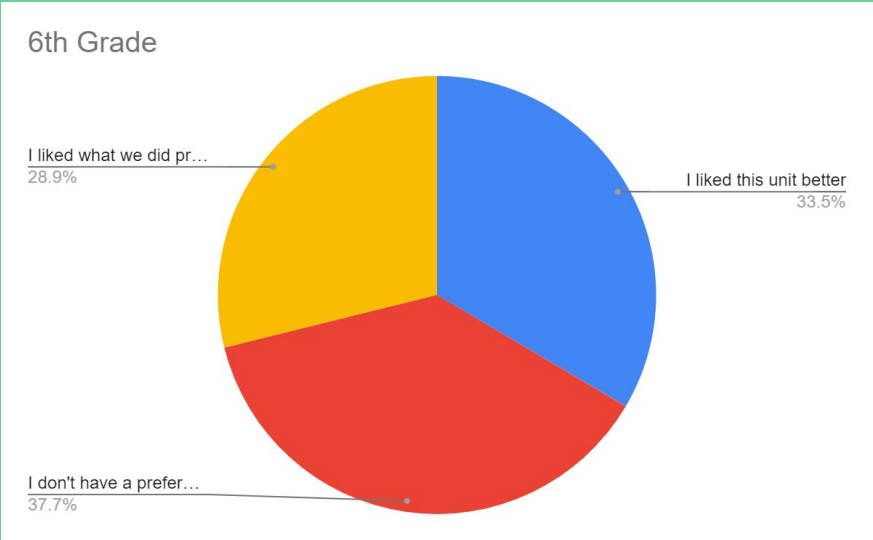
260

Survey given to all students at the end of each pilot

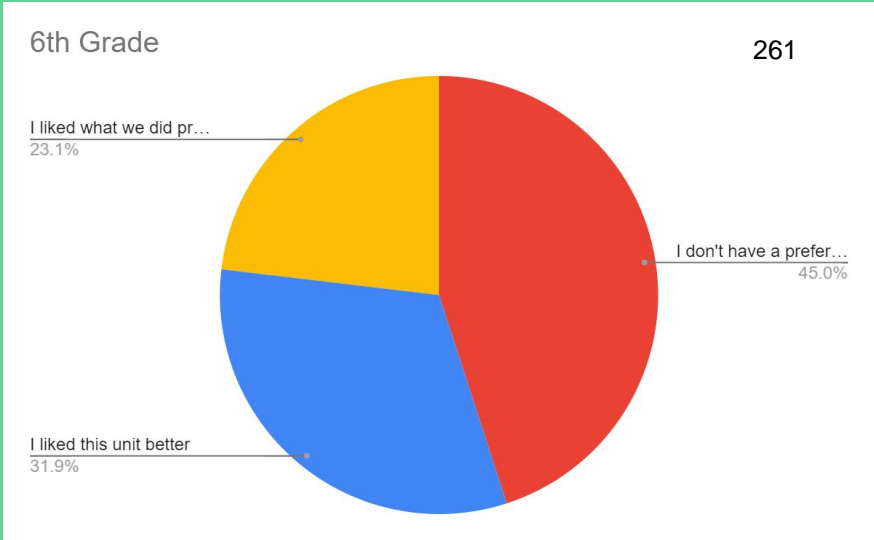
6th Grade:

How would you compare the lessons and materials of this unit to the lessons and materials used in Social Studies first semester?

Savvas



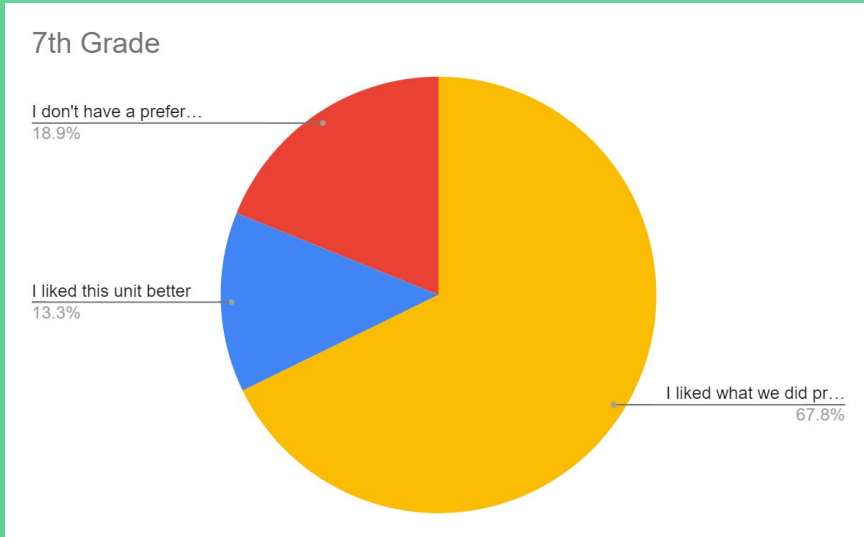
McGraw Hill



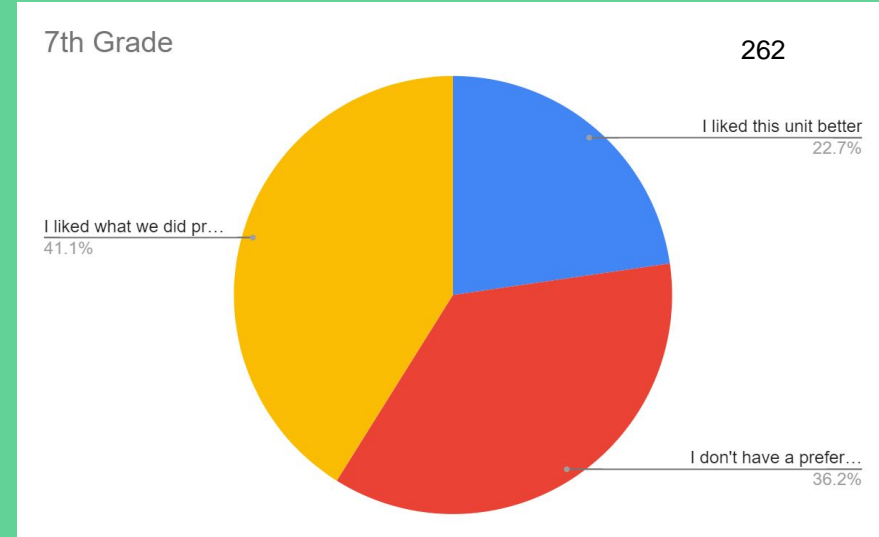
7th Grade:

How would you compare the lessons and materials of this unit to the lessons and materials used in Social Studies first semester?

Savvas



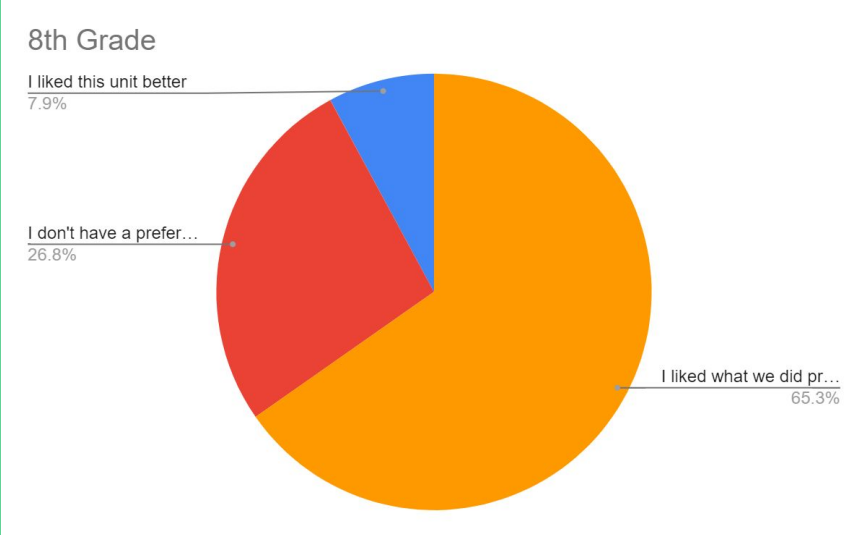
McGraw Hill



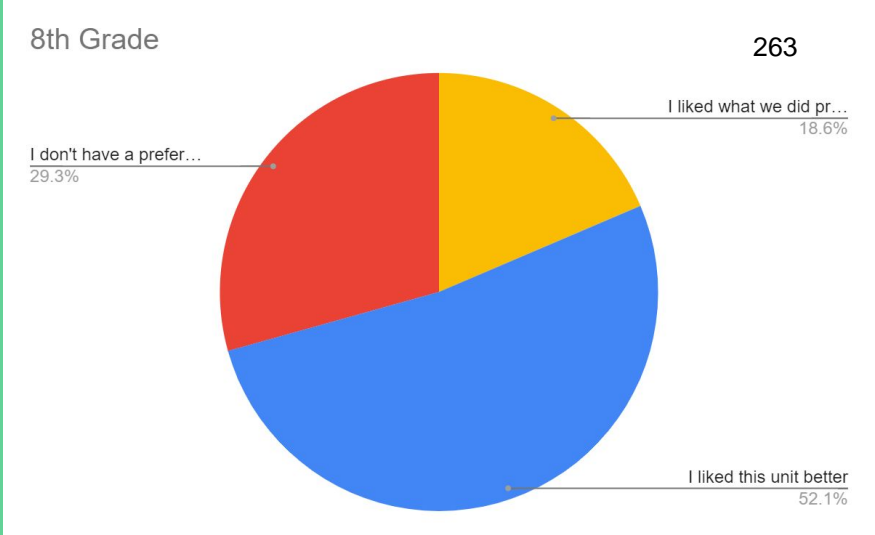
8th Grade:

How would you compare the lessons and materials of this unit to the lessons and materials used in Social Studies first semester?

Savvas



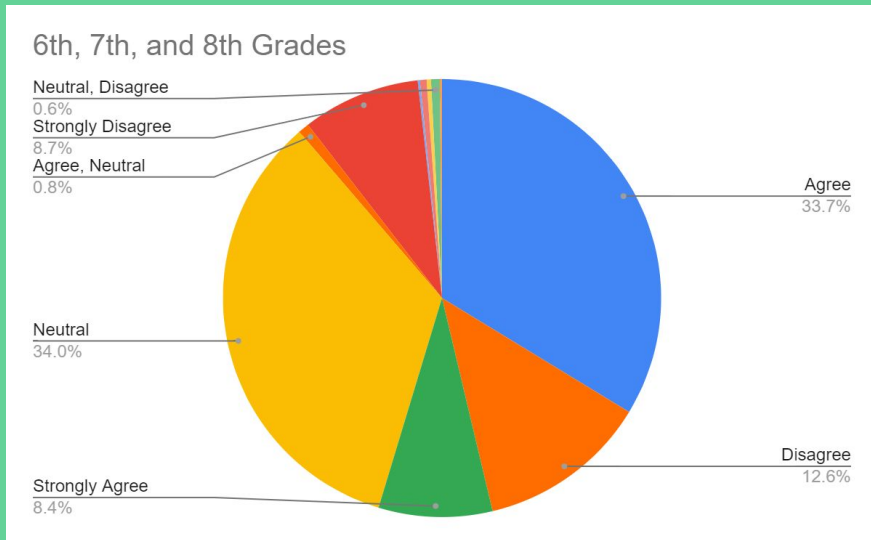
McGraw Hill



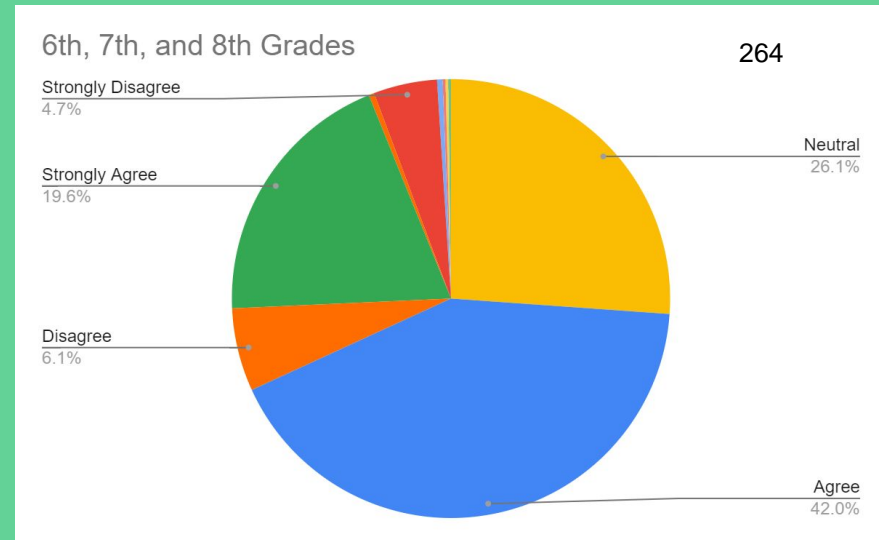
All Grades:

I feel the reading passages in this unit were easy for me to understand.

Savvas



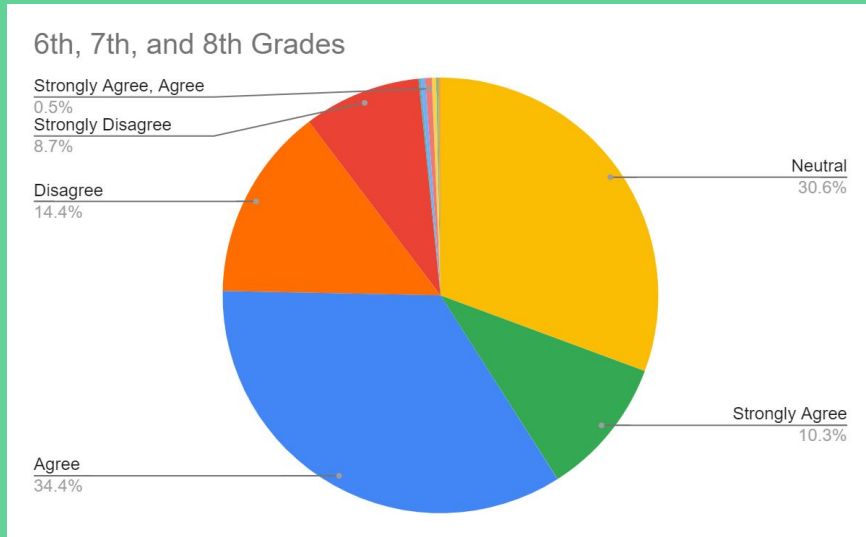
McGraw Hill



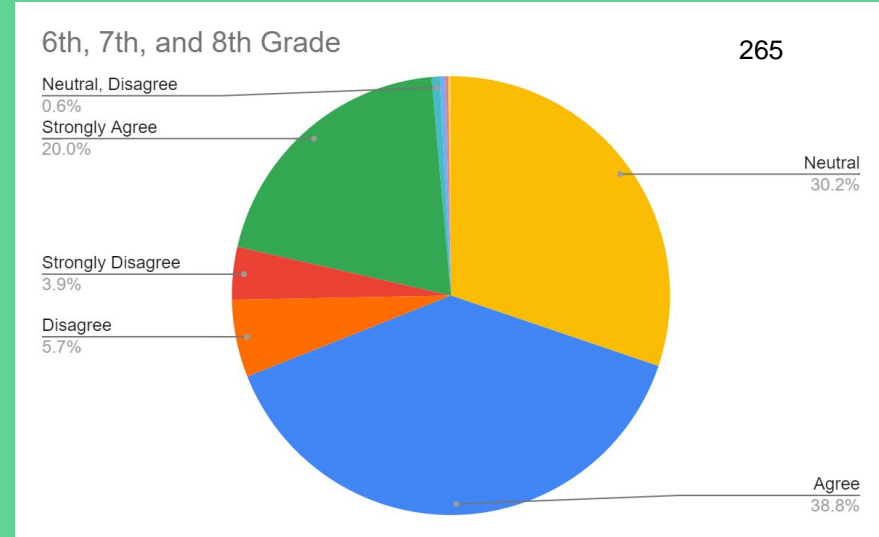
All Grades:

I feel the images and videos in this unit helped me to understand the content.

Savvas



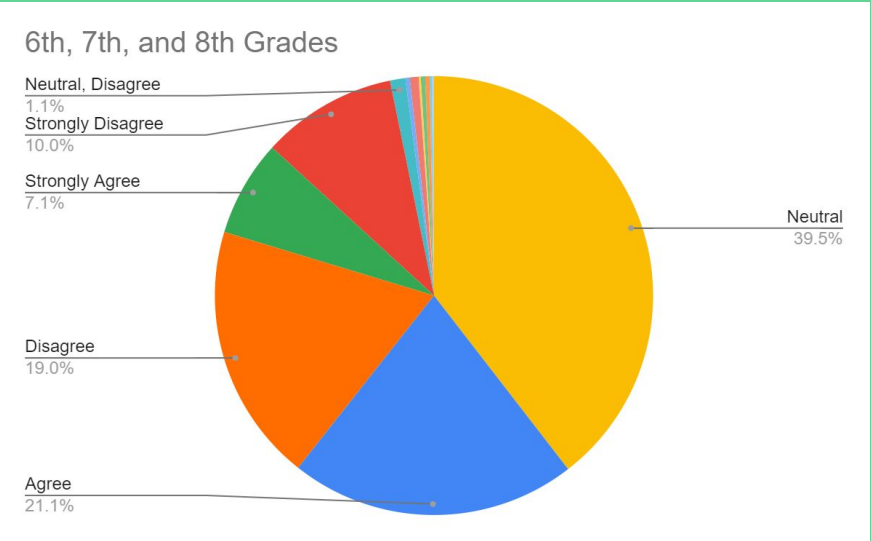
McGraw Hill



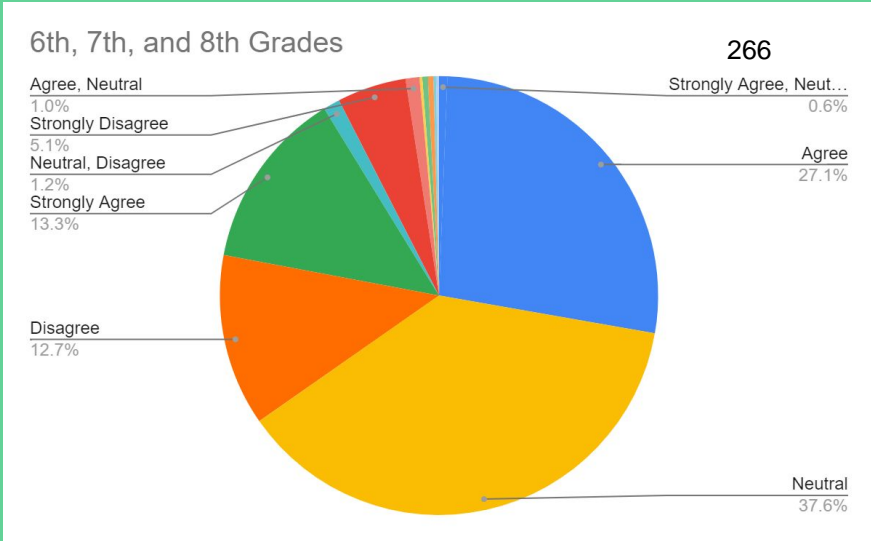
All Grades:

I believe the unit was relevant to events that are happening in the world currently.

Savvas



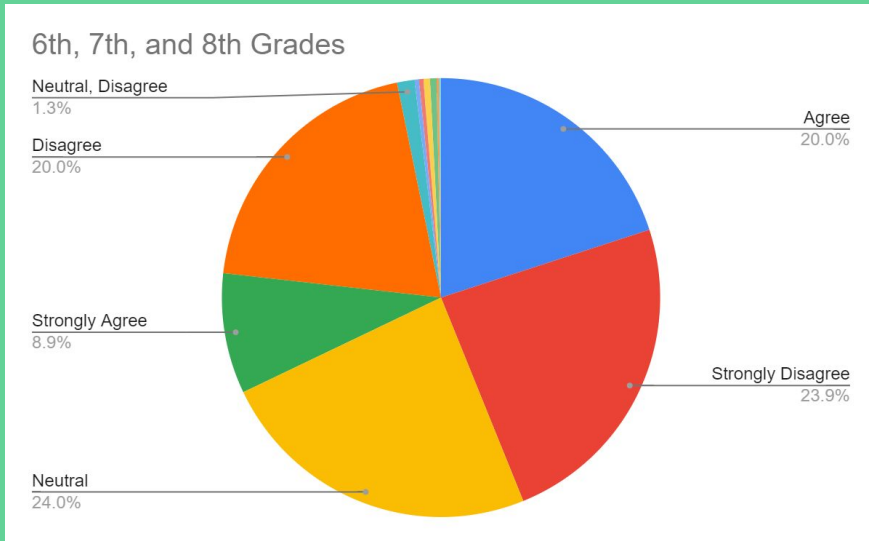
McGraw Hill



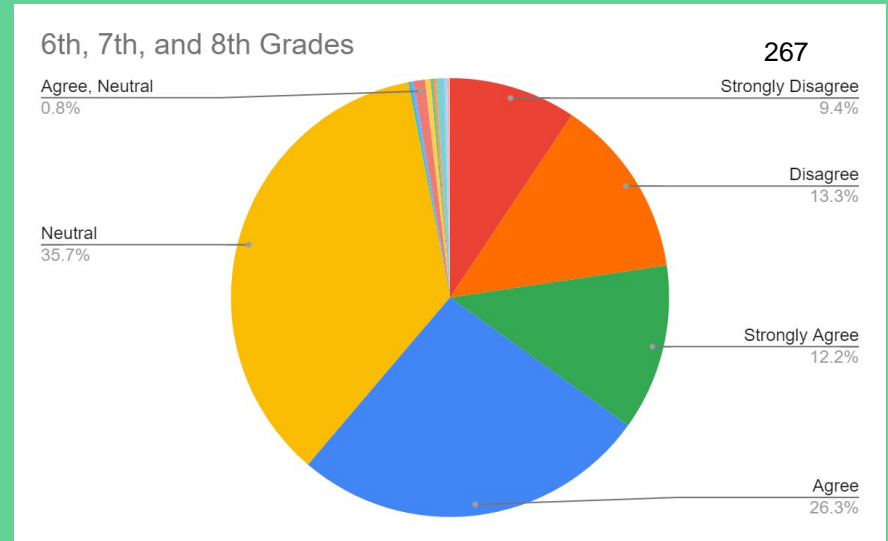
All Grades:

I feel the lessons and activities in this unit captured my attention.

Savvas



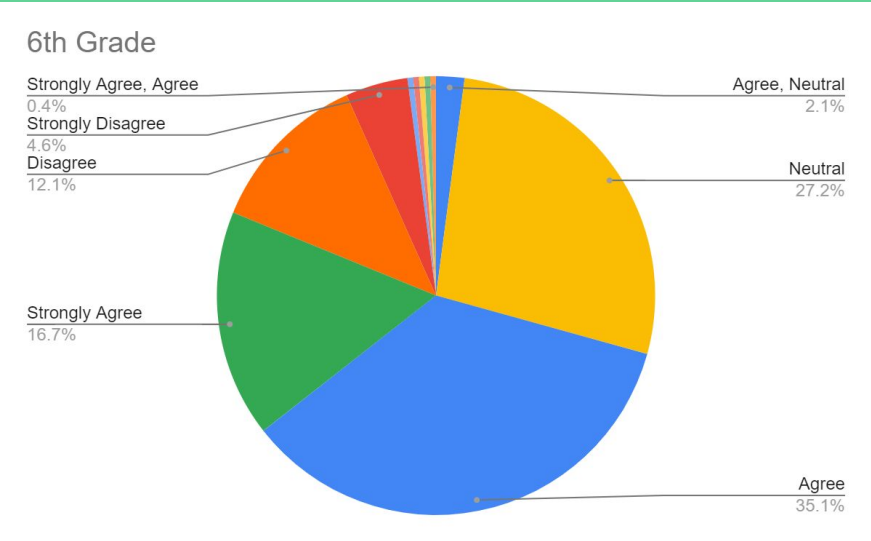
McGraw Hill



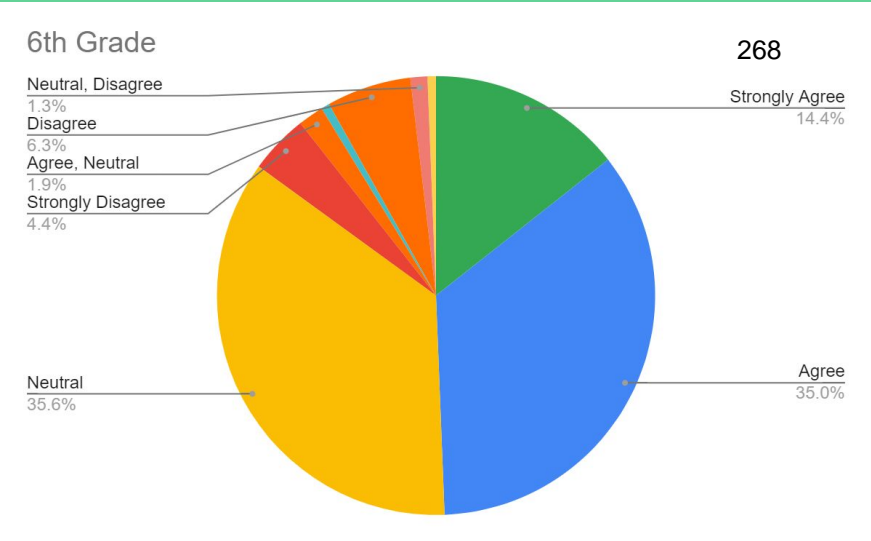
6th Grade

I feel the reading passages showcased multiple perspectives (helped me understand how others felt about this historical event.)

Savvas



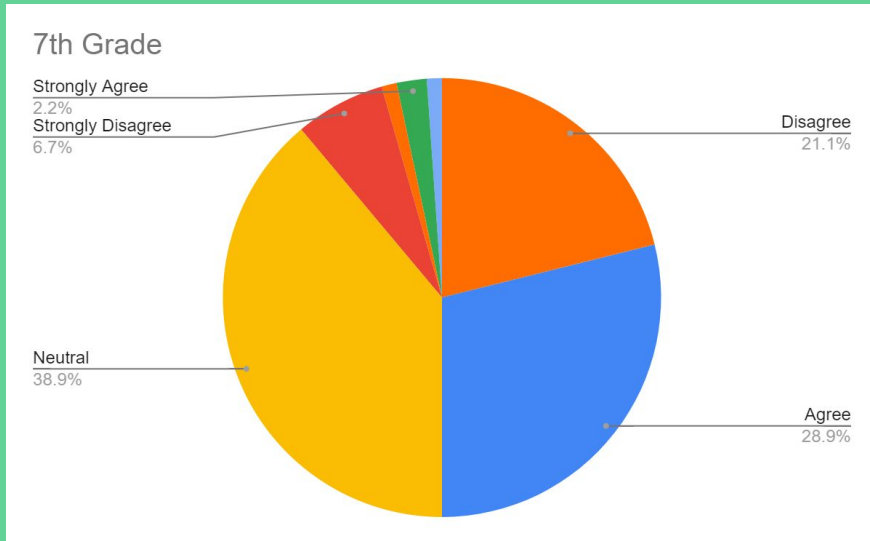
McGraw Hill



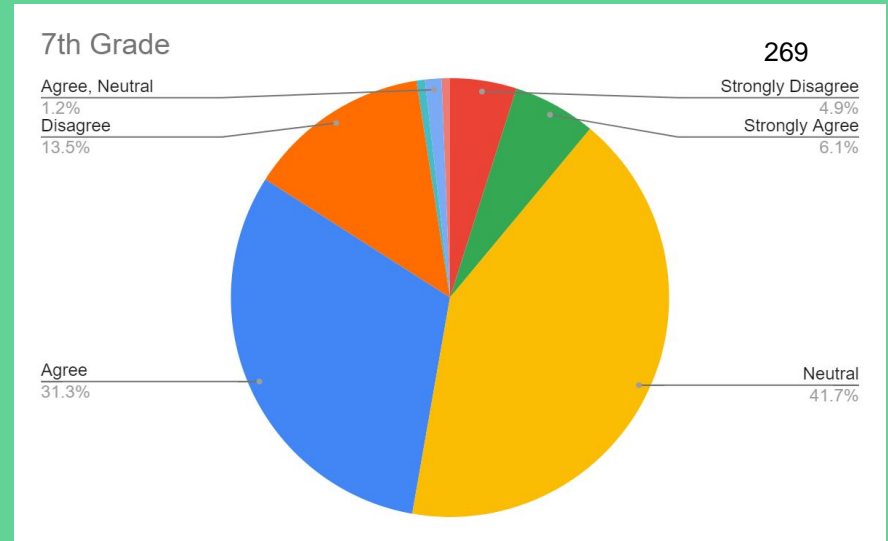
7th Grade

I feel the reading passages showcased multiple perspectives (helped me understand how others felt about this historical event.)

Savvas



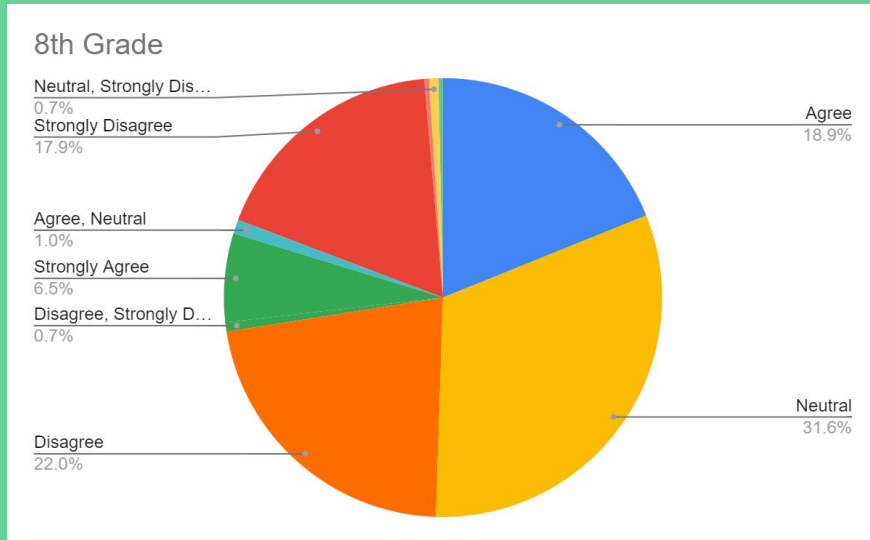
McGraw Hill



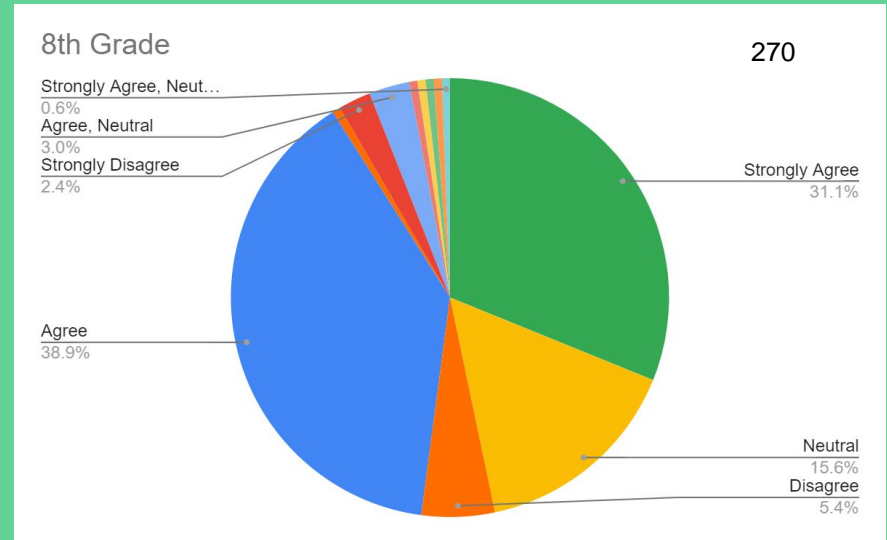
8th Grade

I feel the reading passages showcased multiple perspectives (helped me understand how others felt about this historical event.)

Savvas



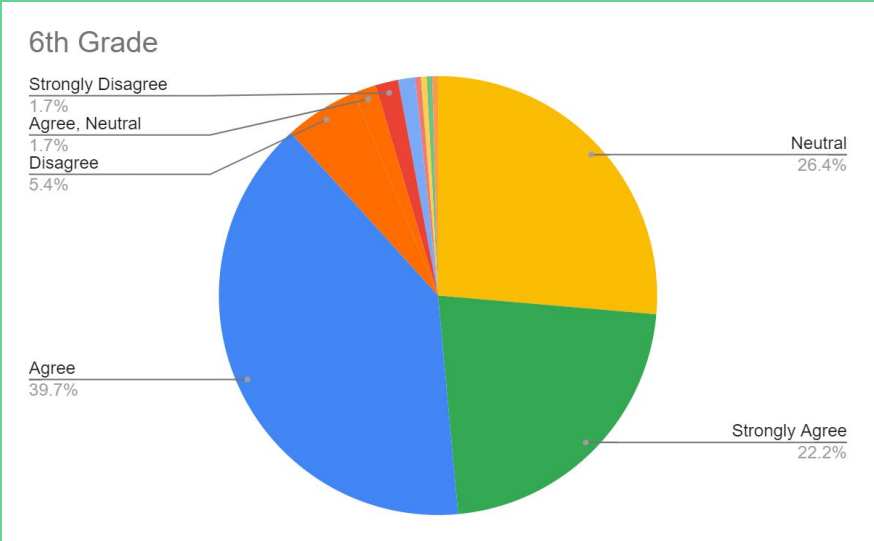
McGraw Hill



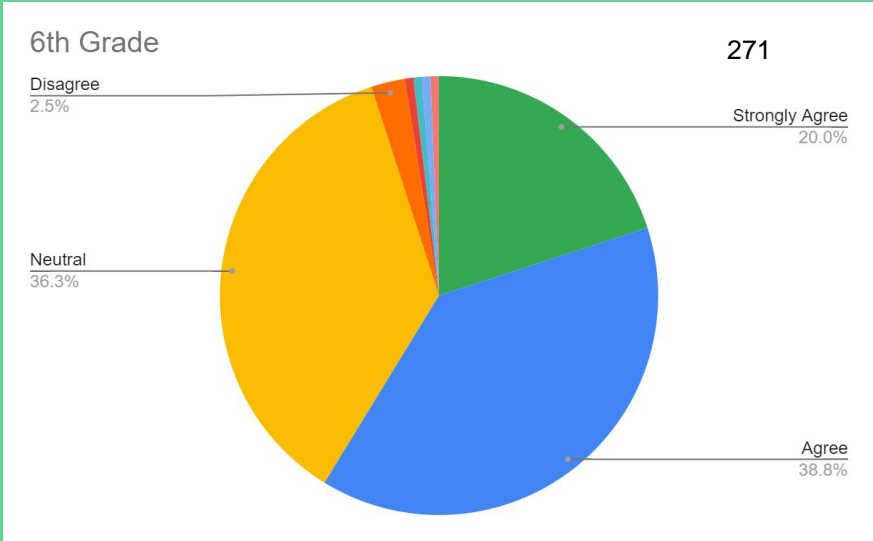
6th Grade

I feel the lessons and materials in this unit represented experiences of people of diverse backgrounds.

Savvas



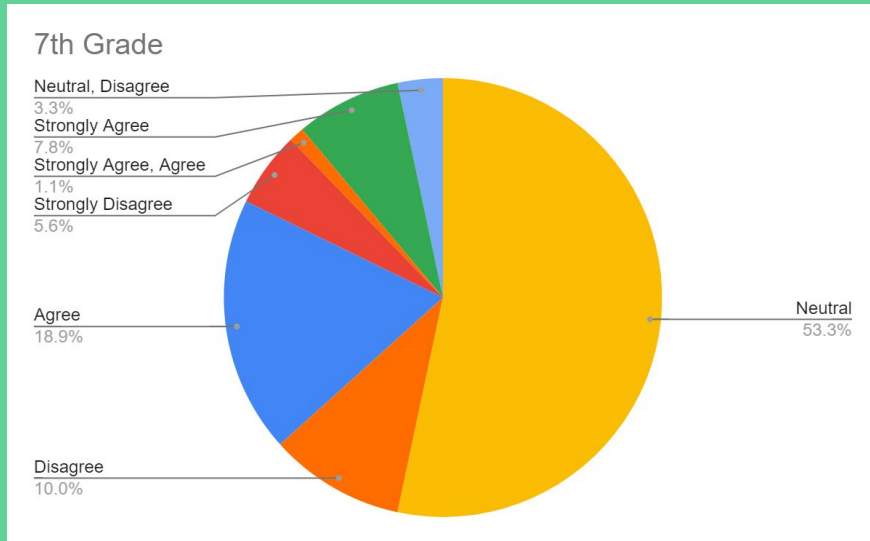
McGraw Hill



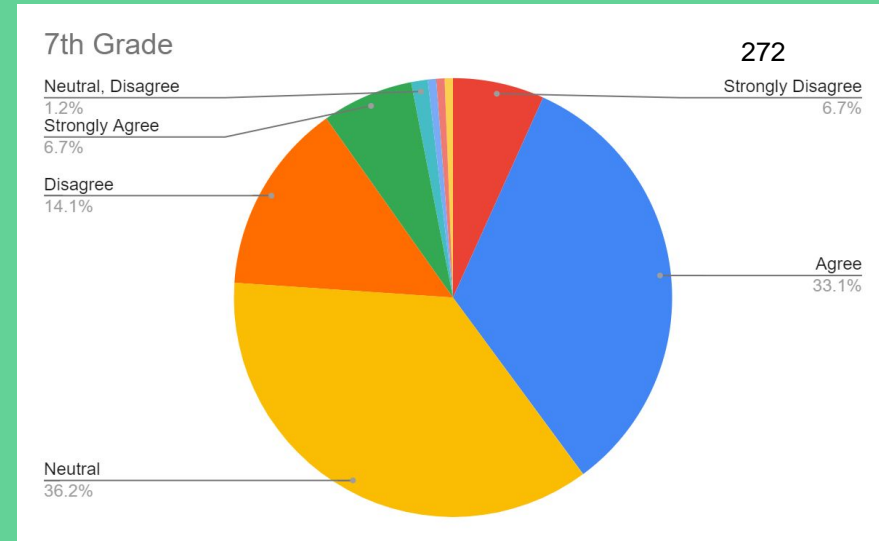
7th Grade

I feel the lessons and materials in this unit represented experiences of people of diverse backgrounds.

Savvas



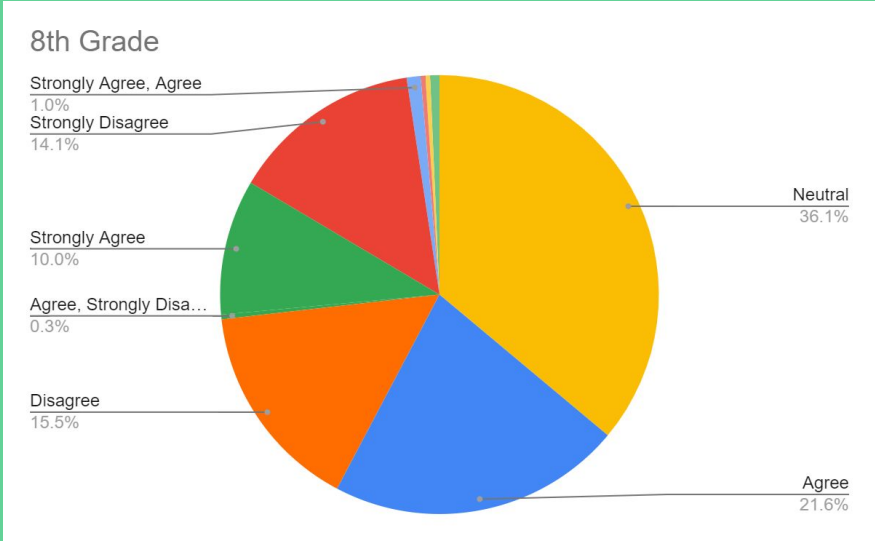
McGraw Hill



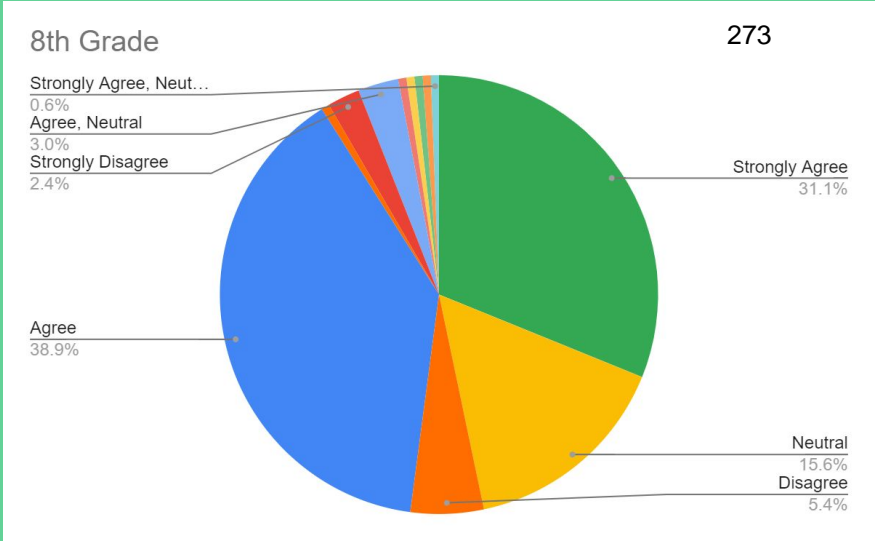
8th Grade

I feel the lessons and materials in this unit represented experiences of people of diverse backgrounds.

Savvas



McGraw Hill



Equity and Social Justice

Equity and Social Justice Summary

- Teachers were asked to complete the SJ/Equity sections of the survey after they finished the pilots for both programs to draw from larger perspective
- **Diversity:** Examining the areas of representation: images within text, author diversity and character range; social justice alignment: decolonization of power and privilege, centering of multiple perspectives and real world connectivity
- **Equity in access:** In this section of the survey we asked teachers to share their thoughts on how accessible and appropriate the curriculum would be for all students. We also asked for thoughts on differentiation techniques/strategies and accessibility of materials
- EJATT and NYU's CRCS tools were used to create feedback questions for staff

Diversity

- For all grade levels, teachers mainly felt there was moderate diversity in terms of character representation and imagery
- Diversity in authors of text was equally moderate to somewhat diverse; 8th grade did highlight the inclusion of multiple perspectives in the unit as primary sources, such as quotes and journal entries from women of color
- Portrayal of characters, particularly those of marginalized backgrounds, was very typical for history textbooks (i.e. enslaved peoples); there was mention that effort was made to highlight resilience of individuals in these communities

Culturally Responsive Alignment

- For all areas: decolonization, centring multiple perspectives, and connection to real life teachers marked those areas as somewhat represented; connection to real life being the area marked as very represented by multiple teachers
- No major issues were identified in the unit that was covered

Other Notes

- Teachers felt the inclusion of multiple perspectives was unseen any other material they have encountered, but also no textbook will really fulfill the needs and we will have supplement in areas where necessary

Equity in Access

- All teachers thought this program was accessible and acceptable for students
- The Smart Book and additional reading options at a lower lexiles for approaching student readers were highlights
- Mention of some of the text being above grade level for students
- Most differentiation techniques were in the form of extra reading and writing
- In terms of full accessibility a couple teachers mentioned the need for students to have access to devices for parts of the lesson, differentiation or HW

Diversity

- Overall, moderately diverse in all areas of representation
- Text was mainly eurocentric and did not include texts from many diverse individuals
- Text included many outdated labels and terms such as slaves and represented marginalized groups poorly in the eText

Culturally Responsive Alignment

- Majority marked somewhat represented for the areas of decolonization and multiple perspectives, with the exception of 8th who marked not represented
- Representation of multiple perspectives was lacking; 8th grade teacher mentioned the portrayal of Andrew Jackson but not highlighting the problematic nature of him being a slave owner
- In the area of connection to real life, it was unclear or not represented in the units

Other Notes

- There was mention of many outdated terms, and used problematic phrasing such as “some slave owners were kind”
- Teachers mentioned the adoption of this program would be tough and would not align closer with our DEI initiatives as a district and is more related to the current issues present in the curriculum we currently have

Equity in Access

- Teachers at the 6th and 7th grade levels thought it would be accessible for students, but not the 8th grade staff
 - The text was not culturally sensitive and presented some real challenges for students who would need accommodations for reading such as our ELLs
- 50% of teachers thought the differentiation techniques to be supportive for students
 - The support was attuned to additional reading or breaking the students into groups
 - Additional time to prep or training on the units may help with the differentiation of the lessons
- All teachers said there would be issues with the students accessing the materials
 - Technology was an issue and the eText is not very user friendly

Next Steps:

- April 13 Parent/Family Curriculum Night: 6:30-8:30 PM
 - April 14 Share feedback from parent and families
 - April 15 Email “Final Vote” form to committee members
 - April 18 “Final Vote” form deadline (end of day)
 - April 19 Final vote shared with committee (via email)
-

Next Steps continued...

- April 21 Present to Academic and Technology Committee (10:30 - Glenn and 3 teachers)
- April 25 Written proposal submitted to board packet (Due 8:00 am April 22)
- May 9 Board vote/action 7:00 pm All committee members welcome - teachers required board questions
- May 10 Pending board approval, order materials/schedule training

**MACDONALD MIDDLE SCHOOL
SOCIAL STUDIES PARENT/FAMILY
CURRICULUM NIGHT**

Attention all Parents and Caregivers of Middle School Students:

We welcome you to come and learn about the new Social Studies curriculum being considered for grades 6 – 8. Come give your input, ask questions, and weigh in on the new curriculum.

Wednesday, April 13, 2022

6:30 pm—8:00 pm with a presentation beginning at 7:00 pm

MacDonald Middle School Media Center



Parent/Family Night Results:

Of the approximately 25 parent/caregivers who attended our Parent/Family Curriculum Night...

281

-
- 10 Filled out feedback sheets
 - 6 Preferred McGraw Hill
 - 3 Did not indicate a preference but left positive comments
 - 1 Preferred Savvas

Committee Recommendation:

The MacDonald Middle School Social Studies Curriculum Committee unanimously support the selection of McGraw Hill for 7th and 8th grade and to stay with the current curriculum for 6th grade.

282

-
- Note: 6th grade will pilot the new McGraw Hill 6th grade edition during the 2022/2023 school year.



Because learning changes everything.®

QUOTE PREPARED FOR:

East Lansing Pub Schs
CENTRAL SERVICES
EAST LANSING, MI 48823-2798
ACCOUNT NUMBER: 315007

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SALES REP INFORMATION:

Scott Goddard
scott.goddard@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
United States History: Voices and Perspectives (Full Survey) © 2023	\$29,193.00	(\$1,413.00)	\$27,780.00
World History: Voices and Perspectives, Early Ages © 2023	\$29,193.00	(\$1,413.00)	\$27,780.00
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ESTIMATED S&H**			\$885.49
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Glenn Mitcham
glenn.mitcham@elps.us
(517) 333-7420

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ACCOUNT #: 315007

PAGE #: 3

E. K-5 English Language Arts/Reading Curriculum Adoption

287

Motion: The Board of Education approves the adoption and purchase of Bookworms as the core Language Arts/Reading curriculum for East Lansing Public School students in grades K - 5, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: East Lansing Board of Education

FROM: Glenn Mitcham, Assistant Superintendent

SUBJECT: K-5 English Language Arts/Reading Curriculum Adoption

DATE: May 9, 2022

Recommendation

It is recommended that the Board of Education approve the adoption and purchase as presented, of Bookworms as the core language arts/reading curriculum for East Lansing Public School students grades K-5.

Background:

The K-5 English Language Arts/Reading Committee has been working this year to find a curriculum to replace our current curriculum – Reading Street, which is being discontinued by its publishers. Two curriculums were piloted by 18 teachers and Bookworms was the overwhelmingly clear choice of the committee.

Attached you will find detailed information describing our process and the data that supports our selection. I will be asking the board to approve a motion to adopt Bookworms at the May 9 Board of Education Meeting.



ELA Program Adoption Overview

288

ELPS Board of Education
Information Packet



Committee Members:

- **Administration:**

- Glenn Mitcham, Assistant Superintendent
- Klaudia Burton, Director of Social Justice
- Christian Palasty, Director of Technology
- Amy Webster, Principal of Green Elementary

- **Instructional Coaches:**

- Daryl Longstreth
- Jill Hoort
- Lisa Armstrong

- **Department Representatives**

- Julie Bungard, ELL
- Valerie Harpst, Intervention
- Emmaleigh Richardson, Intervention

- **Grade Level Chairs**

- Kim Olsen & Tyne Sanders
- Lindsey Swain
- Andrea Rumsey
- Kathy Kain
- Danielle Smalley
- Allie Spitzley

- **Caregiver Representatives**

- Raynika Battle - Robert L. Green
- Aliya Bizhanova - Red Cedar
- Jen Bricarell - Whitehills
- Daniele Eiland - Whitehills
- Karianne Harris - Robert L. Green
- Kim Steed-Page - Glencairn
- Julie Tobin - Donley
- Laura Tortorelli - Glencairn

ELA Adoption Process and Timeline

- **Winter/Spring 2021:** Participated as observers in the Ingham ISD's evaluation process of elementary ELA programs
- **Fall 2021:** Instructional coaches interviewed and observed teachers and districts around the state and recommended two programs to review

ELA Adoption Process and Timeline

- **October 2021:** First meeting of ELA program adoption committee comprised of grade level chairs, ELL representative, special education representative, principal representative, instructional coaches, Assistant Superintendent, Director of Equity and Social Justice, and parents
- **November 2021:** Committee heard presentations from a representative from OpenUp Resources on two programs
- **December 2021:** Pilot plan and teachers were shared with committee. Klaudia Burton shared results of EJATT (Education Justice Assessment & Transformation Tool) evaluation results
- **January 2022:** Committee heard presentation from Dr. Laura Tortorelli, on the research of both programs

ELA Adoption Process and Timeline

- **January 18th-February 25th, 2022:** ELA pilot of two programs
- **March 2022:** Committee hears pilot presentation
- **March 2022:** Committee votes and decision is communicated district wide
- **April 2022:** Caregiver Information Night and Presentation to the Academic and Tech Committee

Next Steps

- **April 25th:** “Item of Information” in Board packet
- **May 9th:** Board action/vote

Bookworms Program Overview

- Bookworms Reading and Writing was written by Dr. Sharon Walpole and Dr. Michael McKenna with the support of the University of Delaware
- The program consists of three 45-minute blocks of instruction
 - ELA Block
 - Shared Reading Block
 - Differentiated Instruction Block

Bookworms Pilot Summary

- The pilot ran from January 18, 2022 through February 25, 2022
- Nine teachers piloted the Bookworms program
 - Kindergarten - 1
 - First Grade - 1
 - Second Grade - 3
 - Third Grade - 1
 - Fourth Grade - 2
 - Fifth Grade - 1
- Teacher and student feedback were gathered multiple times throughout the pilot

K- Bookworms

Highlights:

- Engaging Texts
- Deep discussions about each book
- Introduces vocabulary and continues discussion
- Poems are engaging and thoughtful follow up questions
- Nursery rhymes are a good mix of classics and some new ones that they haven't heard
- Students enjoy echo reading the nursery rhymes
- Retelling story of the week at the end of each week
- Powerpoints were very useful to bring everything together

Shared Reading

Challenges:

- Teacher manual is not user friendly (multiple books are needed for parts of lessons)

K – Bookworms

ELA Block

Highlights:

- Deeper level thinking questions during book discussions
- Writing is tied into the stories
 - Gradual picture to sentence building
- Anchor charts to refer back to
- Always revisiting to refresh learning and review

Challenges:

- Powerpoints is missing this whole section
- Manual is not user friendly

K – Bookworms

Highlights:

- Makes it easier to put kids into small groups
- Target specific skills
- Helps you to use your time wisely and efficiently

Differentiated Block

Challenges:

- Challenge to find consistent time to follow through during all of our assessment windows (aims, RR, conference assessments) 297
- Overwhelming at first with so many assessments to group kids

1st - Bookworms

Highlights:

- Routine is very structured and predictable.
- Daily repeated readings to build fluency and comprehension.
- Dives deep into the comprehension skill each week.
- Opportunities to work with classmates at different reading levels during partner reads.
- Daily written responses.
- Daily handwriting instruction with practice pages.
- Students LOVED the dictated sentence, which used weekly high frequency words and phonics patterns from the day/week.
- Slides were available to use and very helpful, especially at first.

Shared Reading

Challenges:

- Texts are not very diverse.
- As you move through the weeks, the texts become longer - this was a challenge for the daily partner and choral reads.
- Students became bored of reading the same text over and over.
- Not much flexibility in terms of the time needed for this block.

1st - Bookworms

Highlights:

- Texts were engaging.
- Texts showed examples of different types of writing.
- Teaches vocabulary from the texts.
- Curriculum teaches sentence structure at the beginning of the school year.
- Anchor charts are helpful to refer back to.
- Uses checklists to be sure all parts of the writing are included.

ELA Block

Challenges:

- Can feel like a lot to fit into the 45 minute block on some days.
- No instructional slides for this block.
- Concerns about the week 10 book (The Pilgrims' First Thanksgiving).

1st- Bookworms

Highlights:

- Lessons are already put together for you.
- Target skill(s) are specific to each small group/child and their skill level.
- Lessons follow a certain order to build phonics skills.
- Fluent readers have small groups focused on vocabulary and comprehension to continue to support their level of learning.

Differentiated Block

Challenges:

- Assessments are another assessment for teachers to have to administer individually.
- Found it hard to get into a rhythm (maybe because we started mid-year and it was only 6 weeks?).
- The curriculum itself does not follow a Daily 5 format for “centers” or give choices for students for activities to complete, but it is possible to complete the class activities assigned for the DI block in more of a “centers” format if the teacher wishes.
- Too many groups to be able to meet with each student every day.

2nd - Bookworms

Highlights:

- *Predictable daily routine
- *Spelling patterns match skills taught in DI block as well as have words found in the shared read selection for the week.
- *Vocabulary is continued in comprehension discussions of shared read selection
- *Opportunities for repeated readings of text to increase comprehension and fluency
- *Daily written responses pertaining to the text
- *Slides available for instruction.
- *Choral Reading and Shared Reading give all students a voice and encourage engagement.
- *Written Responses give students opportunity to share their thoughts daily while helping them focus on sentence structure.

Shared Reading

Challenges:

- *Texts are not diverse in characters or experiences
- *As the texts get longer, more time is needed for the choral and partner reading section leaving less time for comprehension discussion and written response.
- *All of the blocks are very time dependent. No real flexibility for any changes in your schedule

2nd- Bookworms

ELA Block

Highlights:

*Interesting texts used to show different styles of writing and introduce new vocabulary.

*Rubrics for Narrative, Opinion and Descriptive (informational) writing are introduced and used with lessons.

Time is spent each day on sentence structure.

Challenges:

*Progression of writing is not clear.

*No instructional slides to go with the ELA Block

* Spiral approach gives less time to try out and using a specific genre ³⁰² write

*Finding the best format for completing the sentence structure part of the lesson. (paper, whiteboards, oral)

*Time constraints for the ELA Block of 45 minutes

2nd- Bookworms

Highlights:

- *Assessments are easy to administer. Results are used to to make groups.
- *Each group has a routine that is easy to follow, making the group productive and timely.
- *Smaller assessments can be used to move students to groups that suit their needs.
- *There are group activities to meet the needs of all levels.
- *Meeting with all students every day.

Differentiated Block

Challenges:

- * Having to fit your students into 3 large groups. (Many teachers are making 4+)
- *Generic lesson plans for Vocab and Comprehension groups. More specific plans or books may be needed.
- *Time constraints of the 45 minute block can make it difficult to finish, especially if other blocks run over.

3rd-Bookworms

Highlights:

All students accessing grade level text.

Whole-class word study component builds understanding of syllable types and conjugations.

Vocabulary and word study/spelling instruction connects directly to the shared reading text.

Shared texts have been engaging for third graders.

Shared Reading

Challenges:

Reinforcing partnership routines while simultaneously modeling fluent reading

The lesson plans for the second shared reading text of the year suggested censoring a section of the text that was not appropriate for third graders.

Whole class word study does not meet the needs of students who are not developmentally ready for those patterns.

Preparing word study and vocabulary cards, preparing sticky notes for comprehension model in shared reading text.

3rd-Bookworms

Highlights:

Either read aloud or process writing instruction each day/week

Read aloud days incorporate vocabulary instruction as well as written response to the text.

The first six weeks of the program focus on modeling and shared writing of the three main genres.

Routines used to introduce writing genres are engaging as students work in small groups and partnerships.

ELA Block

Challenges:

Some problematic texts chosen for read aloud.

Students (and teacher) disappointed that read aloud is only on certain days and independent process writing hasn't been introduced in the first six weeks.

During read aloud days, there are not many opportunities for movement or small group instruction. Many days the entire 45 minutes is whole-class instruction.

3rd-Bookworms

Highlights:

High-quality, short, fast-paced small group lessons that systematically build phonics skills.

Small group lessons for fluent readers to build vocabulary and strengthen comprehension.

Students not working with teacher focus on written response to shared reading text and independent reading.

Written responses focus on reinforcing whole class word study, vocabulary, and text-based comprehension.

Super sentences routine for vocabulary also supports sentence-level writing fluency.

Differentiated Block

Challenges:

The written responses are appropriate for most of the class, but extremely challenging for a handful of students, requiring teacher support that takes away from small group instruction time. Trying to scaffold the written responses while also making time for small group instruction is challenging.

4th-Bookworms

Highlights:

Slides available for instruction

Structured and predictable format

Students participate in multiple book studies and finish physical books from start to end

Vocabulary words are presented in context of the story on the day they are taught for further understanding

Vocabulary is mixture of spelling conventions and meaning. Students practice appropriate usage of vocabulary

Students participate in varied structured repeated readings of text with students of different levels to aid in comprehension/fluency

Students complete written responses that require them to recall information and cite evidence from that days text

Shared Reading

Challenges:

Students have to share the trade books with a partner which can make choral reading challenging and brings a challenge to sending work home with students to complete for this block if they have to be out for an extended amount of time. 307

The shared reading block lasts 45-minutes, however, completing all parts of the block is extremely difficult to fit in under 1.15 hours.

Anchor charts are completely made by teachers with little to no support in the teacher resource book (no examples, specific information needed on the anchor charts, etc.)

4th-Bookworms

Highlights:

Students get exposure on a weekly basis to a variety of genres within writing, instead of focusing on specific genres for months at a time.

Students use checklists to evaluate good and bad examples of genre writing.

The mentor texts are engaging and relevant to the lessons being taught.

Students are given the opportunity to be creative and expressive in their writing.

ELA Block

Challenges:

Some lessons require students to have a strong foundation in their writing knowledge and skills in order to contribute ideas and participate appropriately in the activities.

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Almost all lessons require more than 45 minutes to complete fully. Most lessons need to be divided into 2 which creates an issue for keeping pace with the connection to the Shared Reading Block.

4th-Bookworms

Highlights:

Flexibility for teachers to create lessons that specifically cater to the skills these students need to advance their reading skills

Provides specific time for students to meet in small groups and for teachers to prioritize small group instruction

Provides work time for students to apply skills taught in other blocks when not meeting in small groups

Differentiated Block

Challenges:

NO resources provided to guide instruction or help teachers prepare for groups of varying skill sets.

Lacking formal assessments to help guide instruction in small groups after groups have been established.

Lacking in assessments that give data to specifically highlight skills that should be covered in small group work.

5th-Bookworms

Highlights:

Excellent novel, students enjoyed reading a full book instead of an excerpt of a story

Students practice reading fluency a lot more because of the read aloud, partner read, and then reread

Written response questions are daily and I saw a huge improvement in students answers. They learned to use complete sentences, restate the question, and give examples from the text.

Extra day built in for catch up

Great for students at or above grade level reading

Shared Reading

Challenges:

Sharing trade books is difficult.

Hard reading level in the trade books, not easy to scaffold when everyone is reading the same book 310

Not all students finish reading the 2 chapters at the same time

Vocab/spelling seems to be lacking, we learned two new words a day for three days, and then were tested on only six words on Friday on the spelling and vocabulary of those words.

Need some training on the different syllables for spelling

5th- Bookworms

Highlights:

Having the checklists for what is contained in each form of writing was very helpful. This allowed students to really evaluate writing and see what the writer did well or needs to improve on

ELA Block

Challenges:

It's not realistic to have students write for an entire block of 45 minutes

The writing switches each week from narrative, informative, and opinion. Makes it hard to focus on one style

Hard to follow a 5 day schedule when not all weeks are full. With snow days and regular schedule we were a week behind in 6 weeks.

No year plan, it introduced types of writing, and then we read a nonfiction book on rats

5th-Bookworms

Highlights:

Loved having the reading groups. There were several assessments that helped group students together.

Students were doing more independent reading and writing practice.

Differentiated Block

Challenges:

Coming up with the reading material for each group for each day. It's where most of my planning time went each week.

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We would need support and materials to make this successful

Additional Teacher Feedback

- Detailed teacher feedback
 - Planning
 - Text selection
 - Student ability to respond to text and justify responses
 - Time/schedules
- Pilot teachers' recommendations
 - Bookworms-7 yes, 2 no
 - EL Ed - 2 yes, 7 no

Student Feedback

- Weeks 2 and 4: students were asked four questions related to the lesson on that day of the pilot
 - [Individual feedback spreadsheet](#)
- Weeks 3 and 5: students shared their thoughts and feedback as a class
 - [Class feedback spreadsheet](#)

		Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
1	I like pizza.	 1	 2	 3	 4	 5
2	I do not like recess.	 1	 2	 3	 4	 5
3	Today's literacy lesson was interesting.	 1	 2	 3	 4	 5
4	I learned something new during literacy today.	 1	 2	 3	 4	 5
5	A character or the story that we read today reminded me of myself or someone I know.	 1	 2	 3	 4	 5
6	I got to share my thinking with my classmates or my teacher during today's literacy lesson.	 1	 2	 3	 4	 5

Writing Overview - Bookworms

The writing routines in Bookworms include a structured approach to the teaching of writing. The approach is informed by research from the following sources:

Coker, D.L., & Ritchey, K.D. (2015). *Teaching beginning writers*. New York, NY: Guilford Press.

Philippakos, Z.A., MacArthur, C.A., & Coker, D.L. (2015). *Developing strategic writers through genre instruction: Resources for grades 3-5*. New York, NY: Guilford Press.

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Writing is structured in three segments: teacher directed instruction, student work time, group sharing

Students engage in writing narrative, informational (descriptive), book review, and opinion texts throughout the year.

Handwriting Instruction is part of the K and 1 curriculum

Training Overview

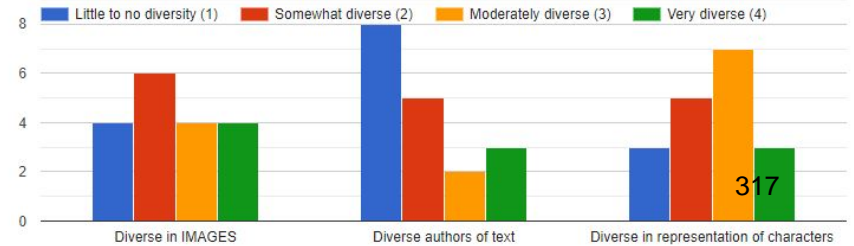
Bookworms

- New Teacher Bookworms Bootcamp (synchronous virtual training)
 - 5 consecutive half days (9am-12PM OR 1-4 PM)
 - June 13-17
 - July 18-22
 - August 15-19
- Online Professional Learning Series (asynchronous virtual training)
- Self-paced/On Demand videos (1 year access)
- On-site coaching options are available

Social Justice Survey Summary

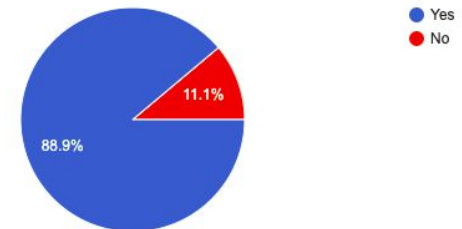
- Teachers were asked to complete the SJ/Equity sections of the survey after they finished the pilots for both programs to draw from larger perspective
- Diversity:** Examining the areas of representation: images within text, author diversity and character range; social justice alignment: decolonization of power and privilege, centering of multiple perspectives and real world connectivity
- Equity in access:** In this section of the survey we asked teachers to share their thoughts on how accessible and appropriate the curriculum would be for all students. We also asked for thoughts on differentiation techniques/strategies and accessibility of materials

Representation: How diverse (BIPOC, LGBTQIA+, socioeconomic, disabled persons, etc.) are the texts that students encounter?



Do you feel that this program is accessible and appropriate for all students?

18 responses



Social Justice Survey Summary

Bookworms

- **Diversity:** Little to no diversity was heavily reported in the feedback; character representation is the only area that scored higher (moderately diverse), but with lots of caveats (equally split vote amongst little to moderate diversity) 318
- **Culturally Responsive Alignment:** Based on time frame and amount of texts used, many teacher found it hard to assess this area
 - Decolonization/power and privilege was very unclear or not represented at all K-3 and somewhat represented at grades 4 and 5
 - Connection to real life situations was somewhat present in the material for all grade levels
- Overall, there were several teachers who mentioned their disappointment in the diversity of the texts. Many found that representation/mention of BIPOC characters/authors lended itself to biographic texts.

Equity in Access

Bookworms

- All but 2 teachers felt that it was appropriately accessible to all students; one teacher mentioned that a lot of support was needed for students below reading level with the texts selected; another teacher mentioned that the selected texts seemed to be 319 beyond attainable even with support for students at grade level
- The differentiation was appreciated in the DI block at the K-3 level, but not seen as supportive at the 4-5 level; mostly all grades mentioned there weren't a great deal of differentiation strategies in the Shared Reading and ELA blocks
- Teachers didn't feel that students had issues or will experience issues accessing the materials for this curriculum with the idea that there is less sharing of texts, particularly the trade texts and that adequate replenishment and purchase of materials happens from year to year



Proposal for Partnership

Quote Number	Q-25423	Created Date	04/22/2022
Account Name	East Lansing Public Schools (MI)	Expiration Date	05/05/2022
Primary Contact	Jill Hoort	Prepared By	Dan Lindsay
		Email	dan.lindsay@openup.org

Bill To	Glenn Mitcham 501 Burcham Dr East Lansing, MI 48823	Ship To	Jill Hoort 509 Burcham Dr East Lansing, MI 48823-2750
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Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Description	Unit Price	Qty.	Total Price
OUR BKWM 1ED GK TCHR COURSE	9781638423874	OUR Bookworms Reading & Writing, Grade K. Teacher Full Course Bundle (First Edition)	\$145.00	12	\$1,740.00
OUR BKWM 1ED GK WORD STUDY	9781638429784	OUR Bookworms Reading & Writing, Grade K. Word Study Card Set (First Edition)	\$110.00	12	\$1,320.00
OUR BKWM 1ED GK RQ ELA BLK M1	9781638428879	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, ELA Block Set, Module 1 (First Edition)	\$104.94	12	\$1,259.28
OUR BKWM 1ED GK RQ ELA BLK M2	9781638428886	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, ELA Block Set, Module 2 (First Edition)	\$86.13	12	\$1,033.56
OUR BKWM 1ED GK RQ ELA BLK M3	9781638428893	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, ELA Block Set, Module 3 (First Edition)	\$71.28	12	\$855.36

OUR BKWM 1ED GK RQ ELA BLK M4	9781638428909	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, ELA Block Set, Module 4 (First Edition)	\$77.22	12	\$926.64
OUR BKWM 1ED GK RQ SHD RD M1 TCH-SET	9781638429111	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, Shared Reading, Module 1, Teacher Set (First Edition)	\$85.14	12	\$1,021.68
OUR BKWM 1ED GK RQ SHD RD M2 TCH-SET	9781638429128	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, Shared Reading, Module 2, Teacher Set (First Edition)	\$58.41	12	\$700.92
OUR BKWM 1ED GK RQ SHD RD M3 TCH-SET	9781638429135	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, Shared Reading, Module 3, Teacher Set (First Edition)	\$74.25	12	\$891.00
OUR BKWM 1ED GK RQ SHD RD M4 TCH-SET	9781638429142	OUR Bookworms Reading & Writing, Kindergarten. Required Trade, Shared Reading, Module 4, Teacher Set (First Edition)	\$79.20	12	\$950.40
OUR BKWM 1ED GK STDNT COURSE	9781638423935	OUR Bookworms Reading & Writing, Grade K. Student Full Course Bundle (First Edition)	\$10.20	360	\$3,672.00
OUR BKWM 1ED G1 TCHR COURSE	9781638423881	OUR Bookworms Reading & Writing, Grade 1. Teacher Full Course Bundle (First Edition)	\$145.00	12	\$1,740.00
OUR BKWM 1ED G1 WORD STUDY	9781638429715	OUR Bookworms Reading & Writing, Grade 1. Word Study Card Set (First Edition)	\$110.00	12	\$1,320.00
OUR BKWM 1ED G1 RQ ELA BLK M1	9781638428916	OUR Bookworms Reading & Writing, Grade 1. Required Trade, ELA Block Set, Module 1 (First Edition)	\$45.54	12	\$546.48
OUR BKWM 1ED G1 RQ ELA BLK M2	9781638428923	OUR Bookworms Reading & Writing, Grade 1. Required Trade, ELA Block Set, Module 2 (First Edition)	\$99.00	12	\$1,188.00
OUR BKWM 1ED G1 RQ ELA BLK M3	9781638428930	OUR Bookworms Reading & Writing, Grade 1. Required Trade, ELA Block Set, Module 3 (First Edition)	\$140.58	12	\$1,686.96

OUR BKWM 1ED G1 RQ ELA BLK M4	9781638428947	OUR Bookworms Reading & Writing, Grade 1. Required Trade, ELA Block Set, Module 4 (First Edition)	\$43.56	12	\$522.72
OUR BKWM 1ED G1 RQ SHD RD M1 TCH-SET	9781638429159	OUR Bookworms Reading & Writing, Grade 1. Required Trade, Shared Reading, Module 1, Teacher Set (First Edition)	\$37.62	372	\$13,994.64
OUR BKWM 1ED G1 RQ SHD RD M2 TCH-SET	9781638429166	OUR Bookworms Reading & Writing, Grade 1. Required Trade, Shared Reading, Module 2, Teacher Set (First Edition)	\$27.72	372	\$10,311.84
OUR BKWM 1ED G1 RQ SHD RD M3 TCH-SET	9781638429173	OUR Bookworms Reading & Writing, Grade 1. Required Trade, Shared Reading, Module 3, Teacher Set (First Edition)	\$35.64	372	\$13,258.08
OUR BKWM 1ED G1 RQ SHD RD M4 TCH-SET	9781638429180	OUR Bookworms Reading & Writing, Grade 1. Required Trade, Shared Reading, Module 4, Teacher Set (First Edition)	\$23.76	372	\$8,838.72
OUR BKWM 1ED G1 STDNT COURSE	9781638423942	OUR Bookworms Reading & Writing, Grade 1. Student Full Course Bundle (First Edition)	\$23.80	360	\$8,568.00
OUR BKWM 1ED G2 TCHR COURSE	9781638423898	OUR Bookworms Reading & Writing, Grade 2. Teacher Full Course Bundle (First Edition)	\$145.00	11	\$1,595.00
OUR BKWM 1ED G2 WORD STUDY	9781638429722	OUR Bookworms Reading & Writing, Grade 2. Word Study Card Set (First Edition)	\$110.00	11	\$1,210.00
OUR BKWM 1ED G2 RQ ELA BLK M1	9781638428954	OUR Bookworms Reading & Writing, Grade 2. Required Trade, ELA Block Set, Module 1 (First Edition)	\$61.38	11	\$675.18
OUR BKWM 1ED G2 RQ ELA BLK M2	9781638428961	OUR Bookworms Reading & Writing, Grade 2. Required Trade, ELA Block Set, Module 2 (First Edition)	\$72.27	11	\$794.97
OUR BKWM 1ED G2 RQ ELA BLK M3	9781638428978	OUR Bookworms Reading & Writing, Grade 2. Required Trade, ELA Block Set, Module 3 (First Edition)	\$60.39	11	\$664.29

OUR BKWM 1ED G2 RQ ELA BLK M4	9781638428985	OUR Bookworms Reading & Writing, Grade 2. Required Trade, ELA Block Set, Module 4 (First Edition)	\$70.29	11	\$773.19
OUR BKWM 1ED G2 RQ SHD RD M1 TCH-SET	9781638429197	OUR Bookworms Reading & Writing, Grade 2. Required Trade, Shared Reading, Module 1, Teacher Set (First Edition)	\$34.65	341	\$11,815.65
OUR BKWM 1ED G2 RQ SHD RD M2 TCH-SET	9781638429203	OUR Bookworms Reading & Writing, Grade 2. Required Trade, Shared Reading, Module 2, Teacher Set (First Edition)	\$52.47	341	\$17,892.27
OUR BKWM 1ED G2 RQ SHD RD M3 TCH-SET	9781638429210	OUR Bookworms Reading & Writing, Grade 2. Required Trade, Shared Reading, Module 3, Teacher Set (First Edition)	\$28.71	341	\$9,790.11
OUR BKWM 1ED G2 RQ SHD RD M4 TCH-SET	9781638429227	OUR Bookworms Reading & Writing, Grade 2. Required Trade, Shared Reading, Module 4, Teacher Set (First Edition)	\$21.78	341	\$7,426.98
OUR BKWM 1ED G2 STDNT COURSE	9781638423959	OUR Bookworms Reading & Writing, Grade 2. Student Full Course Bundle (First Edition)	\$20.40	330	\$6,732.00
OUR BKWM 1ED G3 TCHR COURSE	9781638423904	OUR Bookworms Reading & Writing, Grade 3. Teacher Full Course Bundle (First Edition)	\$145.00	11	\$1,595.00
OUR BKWM 1ED G3 RQ ELA BLK M1	9781638428992	OUR Bookworms Reading & Writing, Grade 3. Required Trade, ELA Block Set, Module 1 (First Edition)	\$13.86	11	\$152.46
OUR BKWM 1ED G3 RQ ELA BLK M2	9781638429005	OUR Bookworms Reading & Writing, Grade 3. Required Trade, ELA Block Set, Module 2 (First Edition)	\$59.40	11	\$653.40
OUR BKWM 1ED G3 RQ ELA BLK M3	9781638429012	OUR Bookworms Reading & Writing, Grade 3. Required Trade, ELA Block Set, Module 3 (First Edition)	\$54.45	11	\$598.95
OUR BKWM 1ED G3 RQ ELA BLK M4	9781638429029	OUR Bookworms Reading & Writing, Grade 3. Required Trade, ELA Block Set, Module 4 (First Edition)	\$22.77	11	\$250.47

OUR BKWM 1ED G3 RQ SHD RD M1 TCH-SET	9781638429234	OUR Bookworms Reading & Writing, Grade 3. Required Trade, Shared Reading, Module 1, Teacher Set (First Edition)	\$24.75	341	\$8,439.75
OUR BKWM 1ED G3 RQ SHD RD M2 TCH-SET	9781638429241	OUR Bookworms Reading & Writing, Grade 3. Required Trade, Shared Reading, Module 2, Teacher Set (First Edition)	\$41.58	341	\$14,178.78
OUR BKWM 1ED G3 RQ SHD RD M3 TCH-SET	9781638429258	OUR Bookworms Reading & Writing, Grade 3. Required Trade, Shared Reading, Module 3, Teacher Set (First Edition)	\$31.68	341	\$10,802.88
OUR BKWM 1ED G3 RQ SHD RD M4 TCH-SET	9781638429265	OUR Bookworms Reading & Writing, Grade 3. Required Trade, Shared Reading, Module 4, Teacher Set (First Edition)	\$35.64	341	\$12,153.24
OUR BKWM 1ED G3 STDNT COURSE	9781638423966	OUR Bookworms Reading & Writing, Grade 3. Student Full Course Bundle (First Edition)	\$20.40	330	\$6,732.00
OUR BKWM 1ED G3 WORD STUDY	9781953454614	OUR Bookworms Reading & Writing, Grade 3. Word Study Card Set (First Edition)	\$70.00	11	\$770.00
OUR BKWM 1ED G4 TCHR COURSE	9781638423911	OUR Bookworms Reading & Writing, Grade 4. Teacher Full Course Bundle (First Edition)	\$145.00	11	\$1,595.00
OUR BKWM 1ED G4 RQ ELA BLK M1	9781638429036	OUR Bookworms Reading & Writing, Grade 4. Required Trade, ELA Block Set, Module 1 (First Edition)	\$30.69	11	\$337.59
OUR BKWM 1ED G4 RQ ELA BLK M2	9781638429043	OUR Bookworms Reading & Writing, Grade 4. Required Trade, ELA Block Set, Module 2 (First Edition)	\$28.71	11	\$315.81
OUR BKWM 1ED G4 RQ ELA BLK M3	9781638429050	OUR Bookworms Reading & Writing, Grade 4. Required Trade, ELA Block Set, Module 3 (First Edition)	\$15.84	11	\$174.24
OUR BKWM 1ED G4 RQ ELA BLK M4	9781638429067	OUR Bookworms Reading & Writing, Grade 4. Required Trade, ELA Block Set, Module 4 (First Edition)	\$38.61	11	\$424.71

OUR BKWM 1ED G4 RQ SHD RD M1 TCH-SET	9781638429272	OUR Bookworms Reading & Writing, Grade 4. Required Trade, Shared Reading, Module 1, Teacher Set (First Edition)	\$11.88	341	\$4,051.08
OUR BKWM 1ED G4 RQ SHD RD M2 TCH-SET	9781638429289	OUR Bookworms Reading & Writing, Grade 4. Required Trade, Shared Reading, Module 2, Teacher Set (First Edition)	\$12.87	341	\$4,388.67
OUR BKWM 1ED G4 RQ SHD RD M3 TCH-SET	9781638429296	OUR Bookworms Reading & Writing, Grade 4. Required Trade, Shared Reading, Module 3, Teacher Set (First Edition)	\$14.85	341	\$5,063.85
OUR BKWM 1ED G4 RQ SHD RD M4 TCH-SET	9781638429302	OUR Bookworms Reading & Writing, Grade 4. Required Trade, Shared Reading, Module 4, Teacher Set (First Edition)	\$16.83	341	\$5,739.03
OUR BKWM 1ED G4 STDNT COURSE	9781638423973	OUR Bookworms Reading & Writing, Grade 4. Student Full Course Bundle (First Edition)	\$20.40	330	\$6,732.00
OUR BKWM 1ED G5 TCHR COURSE	9781638423928	OUR Bookworms Reading & Writing, Grade 5. Teacher Full Course Bundle (First Edition)	\$159.00	11	\$1,749.00
OUR BKWM 1ED G5 RQ ELA BLK M1	9781638429074	OUR Bookworms Reading & Writing, Grade 5. Required Trade, ELA Block Set, Module 1 (First Edition)	\$49.50	11	\$544.50
OUR BKWM 1ED G5 RQ ELA BLK M2	9781638429081	OUR Bookworms Reading & Writing, Grade 5. Required Trade, ELA Block Set, Module 2 (First Edition)	\$44.55	11	\$490.05
OUR BKWM 1ED G5 RQ ELA BLK M3	9781638429098	OUR Bookworms Reading & Writing, Grade 5. Required Trade, ELA Block Set, Module 3 (First Edition)	\$14.85	11	\$163.35
OUR BKWM 1ED G5 RQ ELA BLK M4	9781638429104	OUR Bookworms Reading & Writing, Grade 5. Required Trade, ELA Block Set, Module 4 (First Edition)	\$14.85	11	\$163.35
OUR BKWM 1ED G5 RQ SHD RD M1 TCH-SET	9781638429319	OUR Bookworms Reading & Writing, Grade 5. Required Trade, Shared Reading, Module 1, Teacher Set (First Edition)	\$61.38	341	\$20,930.58

OUR BKWM 1ED G5 RQ SHD RD M2 TCH-SET	9781638429326	OUR Bookworms Reading & Writing, Grade 5. Required Trade, Shared Reading, Module 2, Teacher Set (First Edition)	\$28.71	341	\$9,790.11
OUR BKWM 1ED G5 RQ SHD RD M3 TCH-SET	9781638429333	OUR Bookworms Reading & Writing, Grade 5. Required Trade, Shared Reading, Module 3, Teacher Set (First Edition)	\$23.76	341	\$8,102.16
OUR BKWM 1ED G5 RQ SHD RD M4 TCH-SET	9781638429340	OUR Bookworms Reading & Writing, Grade 5. Required Trade, Shared Reading, Module 4, Teacher Set (First Edition)	\$13.86	341	\$4,726.26
OUR BKWM 1ED G5 STDNT COURSE	9781638423980	OUR Bookworms Reading & Writing, Grade 5. Student Full Course Bundle (First Edition)	\$20.40	330	\$6,732.00
OUR BKWM K-3 DI BLOCK SET	9781643118918	OUR Bookworms Reading & Writing, K-3 Differentiated Instruction Block Manual & Materials	\$120.00	57	\$6,840.00
Differentiated Literacy Instruction in Grades 4-5, 2nd Edition	9781462540815	Additional companion book for Bookworms curriculum (must own required companion title as well)	\$27.00	33	\$891.00

Subtotal: \$281,987.19

Standard Shipping Subtotal: FREE*

Total: \$281,987.19

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.
- Due to some titles occasionally going out of print, the availability of recommended titles in tradebook bundles may change at any time. This includes titles contained in custom tradebook bundles. If a title cannot be included in your order, we will update your invoice to reflect the updated contents of your order. Please review the packing slip included with your order, to be certain you know which products you have received.
- Due to changes in book pricing, tradebook prices may be subject to change. If a tradebook price changes after we have submitted a quote to you, we may contact you to provide an updated quote.

Shipping and Handling Charges:

- **All orders for Alaska and Hawaii will be charged shipping based on weight and distance.**
- Standard orders will be shipped via ground carrier, standard delivery.
- Books are packed in cartons labeled with Grade and Unit Number. Pallets will be organized by the receiving school or district to aid in distribution to the appropriate locations. To minimize the number of pallets shipped per school, materials for more than one grade level may appear on a single pallet.
- *Additional charges may apply for expedited shipments or exceptionally large orders; please contact your field specialist if you have special shipping or delivery requirements. Requests for shipping or product order changes after submission of your order will be accommodated whenever possible, though fees for re-direction may apply.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.
- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

Shortages and Damaged Materials

Please inventory your materials upon receipt. Open Up Resources will replace damaged, missing, or incorrect materials from an order at no cost to the customer if notified within 30 days of the shipment arrival date.

Return requests for any other reason must be made within 30 days of the shipment arrival date and will be considered by Open Up Resources on a case-by-case basis.

The following materials are not refundable:

- Custom trade book bundles and their bins
- Lab Materials Kits

Warranty:

- Open Up warrants to the District that for one year from the date of purchase (the 'Warranty Period'), all printed textbooks provided by Open Up pursuant to this RFP ('Textbooks') will be free from material manufacturing defects in material and workmanship that render such Textbooks unusable. To the extent that a material manufacturing defect that makes any Textbook unusable is discovered during the Warranty Period, Open Up will provide the District with a functionally equivalent replacement Textbook at no additional cost to the District. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, OPEN UP MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE TEXTBOOKS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THIS WARRANTY DOES NOT APPLY TO LAB MATERIALS KITS.
- The District must make best efforts to inspect books for material defects within 60 days of receipt to ensure timely replacement.
- Issues requiring warranty support may be directed to support@openup.org.

**F. Ingham Intermediate School District's 2022-23 Proposed
General Fund Budget**

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Motion: The Board of Education adopt the resolution in support of the proposed 2022-23 Ingham Intermediate School District General Fund budget, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Action Item – Ingham Intermediate School District’s 2022-23 Proposed General Fund Budget

DATE: May 2, 2022

Recommendation:

It is recommended that the Board of Education adopt the resolution in support of the proposed 2022-23 Ingham Intermediate School District General Fund budget, as presented.

Background:

The Finance Committee meeting for April 15 was cancelled thus the Ingham ISD budget was not reviewed at a Finance Committee meeting. Approval is still recommended.

From BOE packet on 4-25-2021:

By June 1 of each year (per PA 234 of 2004) constituent districts of an intermediate school district (ISD) must take board action on the ISD’s proposed General Fund budget. Attached for your review is Ingham Intermediate School District’s (IISD) 2022-23 Proposed General Fund Budget.

Projected revenue and expense highlights can be found on page 6 and 7 respectively. The proposed budget projects ending fund balance of \$6,437,763 or 19.2% of total expenditures. This is an increase of \$357,929 in the projected ending fund balance for the year ending June 30, 2022.

The IISD Proposed General Fund Budget will be reviewed at the April 15, 2022 Finance Committee meeting. At the May 9, 2022 Board meeting it is anticipated that a resolution will be presented to support IISD’s 2022-23 Proposed General Fund Budget.

Ingham Intermediate School District 2022-23 Proposed General Fund Budget



How We Help

Ingham ISD offers many programs and services to support local districts and students in our service area. [How We Help](#) provides an overview of our programs and services. [#InghamImpact](#)

Ingham Intermediate School District (ISD) is pleased to provide this information regarding our 2022-23 Proposed General Fund Budget. A wide variety of programs and services to support our constituent districts are encompassed within our 2022-23 General Fund Budget. Ingham ISD is focused on assisting districts in their efforts to increase student achievement by creating and supporting collaborative programs and services.

Ingham ISD operates three funds: General Education, Special Education and Career and Technical Education. [Public Act 234 of 2004](#) mandates local district boards of education adopt a resolution either in support or disapproval of Ingham ISD's General Fund Budget. The information in this report is designed to assist you as a board member in this process.

We strive to provide programs and services toward fulfilling our Mission which is to lead and serve for the achievement and success of all learners. Our budget resource allocations also support our Vision that Ingham ISD, in partnership with all stakeholders, will foster the success of all learners.

For more information, follow the [highlighted links](#) where indicated throughout this report.



Ingham Intermediate School District

www.inghamisd.org



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For more information, follow the [highlighted links](#) where indicated throughout this report.



Ingham ISD General Fund Overview

Ingham ISD's General Fund Budget supports our Mission and Vision in many different ways. Our programs and services are provided in collaboration with districts and are focused on individual district needs. Our General Fund Budget totals approximately \$33.5 million in expenditures and encompasses:

Early childhood initiatives to ensure school readiness ([see page 8](#))

Instructional programs ([see page 8](#))

- Alternative education programs
- Substitute Consortium

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Instructional supports to districts to improve student outcomes ([see page 9](#))

- Multi-Tiered System of Supports (MTSS)
- Content-area supports for literacy, behavior and STEM (Science, Technology, Engineering and Math)
- Continuous improvement and accountability index school support
- Student instructional data systems and supports for the use of data
- Training and coaching

Collaborations with districts to maximize resources ([see pages 10-11](#))

- Instructional data and software consortiums
- Cooperative purchasing
- Technology wide-area network and internet bandwidth
- General education transportation services
- Technology services
- Business services
- Communication services
- Pupil Accounting & Truancy



Focus on Increasing Student Outcomes

Ingham ISD is committed to continuing our collaborative work with districts to increase outcomes for all learners in our service area. We work with districts to build capacity to address learners' needs.

Our collaboration utilizes a Multi-Tiered System of Supports (MTSS) for early childhood birth through age 26 to improve student outcomes. We are committed to an All Education belief that encompasses early childhood, general education, special education and career and technical education. To that end, we support the following practices:

- Team-based leadership
- Tiered delivery
- Selection and implementation of instruction, intervention and supports
- Comprehensive screening and assessment systems to inform instruction
- Continuous data-based decision making and problem solving

Based on districts' needs, Ingham ISD continues to sustain and/or adjust programs and services within the areas of curriculum, instruction and assessment as well as provide support for instructional data/technology for all learners.

Our budget strives to leverage our General Fund resources and deploy staff to continue this collaborative work with our constituent districts, families and community. These supports include a structured, professional development coaching process which is customized to each district.



General Fund 2022-23 Proposed Budget

	2021-22 Revised	2022-23 Proposed	Increase/ (Decrease)
Revenue	34,781,205	33,844,312	(936,893)
Expense	34,372,741	33,486,383	(886,358)
Excess Revenue (Expense)	408,464	357,929	(50,535)
Beg Fund Balance	5,671,370	6,079,834	408,464
End Fund Balance	<u>6,079,834</u>	<u>6,437,763</u>	<u>357,929</u>

Program and service descriptions are on pages 8-11.

Budget Highlights

The Ingham ISD General Fund Budget represents a diverse collection of instructional programs, support services and outgoing transfers which are described on the following pages and related links. These diverse programs and services are supported by a set of equally diverse funding sources.

The 2022-23 proposed budget includes revenue of \$33.8 million, expenditures of \$33.5 million and an ending fund balance of \$6.4 million. The 2022-23 excess revenue of \$357,929 compares with 2021-22 revised budget excess revenue of \$408,464. The 2021-22 revised budget excess revenue was an improvement over the original budget which incorporated excess revenue of \$323,162. The current year revised budget also includes \$3.8 million of additional revenues and expenditures over the original budget related to increased grant funding partially offset by the phase out of HSDCI and The Early College programs at Lansing Community College.

The General Fund budget for both years includes recently expanded initiatives to directly support preschool education and school mental health services at the local district level.

The majority of General Fund programs and services have a designated revenue source or fees, and this restricted revenue category has increased in recent years along with related and offsetting expenditures. A relatively small portion of the General Fund programs and services is funded by undesignated sources.



General Fund Revenue - \$33.8 million

State - \$14.3 million

Early Childhood	\$9.50
State Aid Sec. 81 ISD Operations	1.60
State Aid Sec. 147(c) MPSERS	1.00
Early Literacy, 35a	.90
Mental Health 31(n) & 31(p)	.90
Other	.40

Local - \$8.3 million

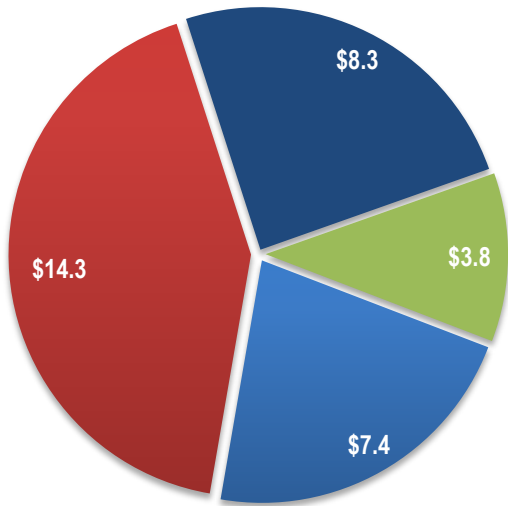
District Business, Technology and Communication Services	\$2.80
REMC Statewide Coop Purchasing	2.50
Property Taxes	2.10
Ingham Academy	.50
Technical Assistance, MTSS	.20
Other	.20

Federal - \$3.8 million

Early Childhood	\$3.50
Title I, Regional Assistance	.30

Incoming & Other - \$7.4 million

Central Michigan Substitute System	\$4.10
General Education Transportation	1.60
Ingham Academy	.50
The Early College at LCC	.30
REMC 13	.20
Data, Systems & Analysis	.20
Student Data & Assessment Software	.20
Student Instructional Services, MTSS	.10
StarNET Wide Area Network	.10
Student Management Software	.10



Program and service descriptions are on pages 8-11.

Revenue Highlights

Budgeted total revenue for 2022-23 is \$33.8 million, a decrease from the \$34.8 million 2021-22 revised budget. This decrease is largely related to one-time grant funding in 2021-22 for Health Resource Advocates. General Fund revenue sources include property taxes, state aid, fees for programs/services and grants. A significant portion of revenue is restricted for specific programs or grants and is not available for discretionary general appropriations.

The primary unrestricted revenue sources for the General Fund are property taxes and state aid section 81. Property taxes contribute \$2.1 million in revenue and are based on a levy of 0.1994 mills. The 2022-23 budget assumes a 4.0 percent increase in property tax revenue which is net of a contingency for reduced taxable values and increased personal property tax delinquencies in the upcoming year. The State Aid section 81 revenue estimate is \$1.6 million and is budgeted at the same level as the current year. The revised budget for next year will likely include increases for mental health and several state aid categoricals, such as retirement stabilization and potentially section 81. However, the governor's budget is currently in the recommendation stage, so no new assumptions have been included in the proposed budget. Local and State revenue sources will be monitored for a potential downturn in the economy and other uncertainties next year.

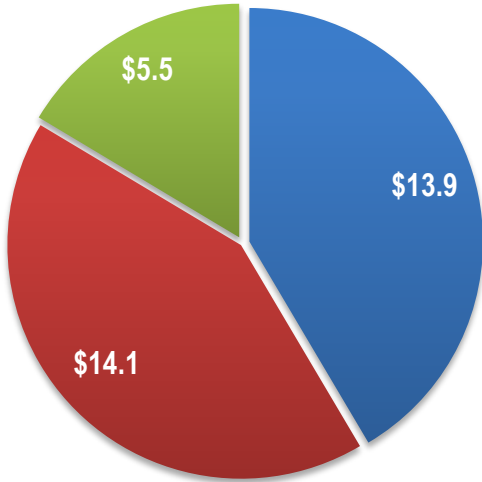
The majority of the revenue is restricted and relates directly to a specific expenditure. Examples include instructional programming at Ingham Academy, early childhood programs and services, regional substitute consortium, local district transportation, technology, business and communication services. As the revenue for these restricted items increases or decreases, there is also an increase or decrease in the related expenditure.



General Fund Expense - \$33.5 million

Instructional Programs - \$5.5 million

Central Michigan Substitute System	\$4.10
Ingham Academy	1.10
The Early College at LCC	.30



Outgoing & Other - \$13.9 million

Early Childhood	\$10.80
REMC Statewide Coop Purchasing	2.00
Student Instructional Services, MTSS	.70
Capital Projects Transfer	.20
Central Michigan Substitute System	.10
Instructional Data, Software and Analysis	.10

Support Services - \$14.1 million

Student Instructional Services, MTSS	\$2.90
Early Childhood	2.40
Technology Services	2.00
Administrative Services and Support	2.00
General Education Transportation	1.70
Instructional Data, Software and Analysis	1.10
REMC 13 & Statewide Cooperative	.70
Business Services	.60
Pupil Accounting & Truancy	.40
StarNET Wide Area Network	.20
Communication Services	.10

Program and service descriptions are on pages 8-11.

Expense Highlights

General Fund expenditures include a wide variety of programs and services as noted on this graph. Expenses for 2022-23 are budgeted at \$33.5 million, a decrease from the \$34.4 million 2021-22 revised total expense. As mentioned on the previous revenue slide, the one-time funding for the Health Resource Advocates has been removed resulting in an offsetting decrease in expense. The majority of expenditures for this fund have specific and designated revenues. As these designated revenues increase or decrease, there is an offsetting change in the related expenditures.

Ingham ISD's bargaining unit contracts are in effect through the 2023-24 fiscal year, providing for stability in estimating future year staffing costs. Statutory healthcare hard cap and retirement rates will be monitored for future year impact to the budget.



Programs and Services Supported by Ingham ISD's General Fund

Instructional Programs

Central Michigan Substitute System **\$4.2 million***

Ingham ISD, along with Clinton County RESA, Eaton RESA and Shiawassee RESD, provides a regionalized substitute teacher system to identify and contract substitute teachers for participating districts. Ingham ISD provides coordination, contract administration and billing for districts.

The Early College at Lansing Community College **\$0.3 Million**

The Early College at Lansing Community College (LCC) is a three-year program that provides high school students an opportunity for early entry to a higher education environment. Students can earn a post-secondary credential, up to 60 college credits, or an associate degree focused in Science, Technology, Engineering and Mathematics (STEM).

Ingham Academy **\$1.1 million**

Ingham ISD partners with the Ingham County Board of Commissioners and the Circuit Court to provide an alternative day-school for adjudicated youth that provides educational and behavioral support. Ingham Academy is funded by state aid with the remaining cost billed to the Circuit Court.

* Note: budget amounts on pages 8-11 reflect total of expenditures in all categories

Early Childhood Programs

Early Childhood **\$13.2 million***

Ingham ISD provides early childhood administrative support and coordination for the implementation of a comprehensive continuum of early childhood programs and services for children from birth to age eight and for their families. Through facilitation of the Ingham Great Start Collaborative (GSC), Ingham ISD guides local districts, human service agencies and families in the development, implementation and sustainability of an ISD-wide early childhood education and care system. The majority of these activities are grant funded and support core implementation of the GSC and the Great Start Parent Coalitions (GSPC).

Great Parents, Great Start (GPGS)

Ingham ISD provides a parent involvement and education program that offers personal visits, developmental screenings, playgroups and connections to community resources for families with children, birth to kindergarten, to improve school readiness. GPGS has received grant funds through Families First Prevention Services Act (FFPSA) connecting GPGS programming with families served through Child Protective Services (CPS) to reduce recidivism and prevent foster care placements through parent education.

Great Start Readiness Program (GSRP)

Ingham ISD operates the consortium in coordination with local districts, public school academies and community grantees which provides eligible, at-risk four-year-olds with preschool programming. Ingham ISD provides professional learning, instructional coaching and program outreach services for consortium partners.

Early Childhood Support Networks (ECSN)

Ingham ISD participates in a federally-funded partnership with MDE to develop and facilitate regional access to a better-coordinated early childhood system for providers and families. The Eastern ECSN provides training and technical assistance to Resource Centers, GSC and GSPC for 18 counties.



Programs and Services Supported by Ingham ISD’s General Fund

Student Instructional Services (SIS), MTSS \$3.6 million *

Multi-Tiered System of Supports (MTSS)

Ingham ISD, in collaboration with our constituent districts, is committed to implementing the essential research and evidence-based practices of MTSS to increase achievement for all pre-K-12 students. Specifically, Ingham ISD supports stakeholders in the following ways:

Data Review

Ingham ISD provides training and facilitation for ongoing data reviews, utilizing a problem-solving process at the grade, building and district level.

Michigan’s Continuous Improvement Process (MICIP)

Ingham ISD provides professional learning and customized support to local districts in the implementation of a Continuous Improvement Process and the use of the MICIP platform. Professional learning and support with the MiStrategy Bank are provided to internal ISD programs and local districts.

English Language Arts (ELA) Steering Committee

The ELA Steering Committee provides an opportunity for literacy educators in the service area to learn about and implement the essential evidence-based literacy practices within an MTSS framework. The emphasis of this work focuses on four core areas: collaboration, professional development, assessment/data and research-based practices (General Education Leadership Network (GELN) Essential Practices).

Early Warning Systems and Positive Behavioral Interventions & Supports (PBIS)

Ingham ISD supports the collection and analysis of K-12 early warning indicators. We support implementation of school-wide and classroom PBIS systems through training and technical support.

Survey of Enacted Curriculum

In collaboration with the University of Wisconsin, Ingham ISD provides training and support in the use of The Surveys of Enacted Curriculum (SEC) to assist district/school leadership and teachers in aligning instruction to the Common Core.

Continuous Improvement and Accountability Index School Support

Technical assistance and support are provided to identified schools consistent with our MTSS framework for Michigan’s required continuous school improvement model.

Literacy and Math Supports

Ingham ISD provides county-wide and customized support, pre-K-12, for evidence-based curriculum, assessment and instructional practices within the universal tier and for supplemental and intensive support. Ingham ISD provides in-district math and literacy coaching support that augments our professional learning opportunities as well as direct grant payments to districts which support literacy coaching. We support the GELN Literacy Essential School-wide and Instructional Practices through professional learning and coaching to build capacity and expertise in area schools.

Science, Technology, Engineering and Mathematics (STEM)

Ingham ISD provides training, support and technical assistance for implementing an integrated curriculum aligned with the [Next Generation Science Standards](#) as well as engineering design practices pre-K-12. Ingham ISD is supporting districts implementing recommended curriculum material aligned with the Next Generation Science Standards.

Leadership Learning Networks

Ingham Leadership Networks provide principal and central office support and learning for our constituent districts’ administrators and leadership teams. It provides a networking opportunity for school-based leaders that combines updates from the state, problem solving, collaboration and leadership learning. In addition, collaborative networks are led by SIS staff for Counselors, new Teachers, Instructional Coaches and Leaders of English Learners.

School Mental Health Services

Ingham ISD supports local districts with professional learning on mental health and wellness. Mental Health Specialists provide mental health treatment and linkage to community services for students and families in need of mental health support through the 31n grant.



Programs and Services Supported by Ingham ISD's General Fund

Instructional Data, Software & Analysis \$1.2 million*

Data, Systems and Analysis Team (DSA)

The DSA team assists district stakeholders in the use of data to improve student outcomes. This includes facilitating, collecting, moving, analyzing data and making it accessible and actionable. The DSA team also disseminates research, bridges the gap between research and practice, and develops innovative practices by conducting rigorous research. Research is interwoven in DSA and Ingham ISD activities by examining the effectiveness of third-party vendors, Ingham ISD programs and services.

Student Data and Assessment Software

Eleven districts and Ingham ISD are part of a student data and assessment software collaboration utilizing Illuminate Education DnA which helps districts manage and leverage student data and assessments to improve student outcomes.

Student Information Software

Nine districts and Ingham ISD are using PowerSchool as their student information system. Ingham ISD provides application support to seven school districts and hosts PowerSchool for five districts.

Data Visualization Tool

Five districts and Ingham ISD are part of a service area agreement with Eidex for software to assist in data visualization and calculations of student growth.

Regional Educational Media Center (REMC) \$2.7 million*

REMC SAVE

The REMC SAVE (Statewide Aggregated Volume for Education) is provided as a project of the REMC Association of Michigan for all Michigan schools. It is managed through a fiscal agent agreement with Ingham ISD. The project provides large volume contracts for a variety of educational resources. By using REMC SAVE contracts, Michigan schools have saved approximately one billion dollars since 1990.

Regional Educational Media Center 13 (REMC 13)

This regional collaboration among Ingham ISD, Clinton RESA and Eaton RESA provides services and instructional resources to REMC members within the service area.

Other

Sharing Technology & Academic Resources Network (StarNET) \$0.2 million

StarNET wide area network members (all twelve local districts and Ingham ISD) share resources including a wide area network and internet bandwidth. Members collaborate on a variety of instructional and other resources including student information systems, web content filtering, data center hosting, shared application servers (Meal Magic servers, Foxbright, etc.) and other shared technical resources. Cooperative purchasing and sharing of services, such as software for student data and assessment and special education, are also done through StarNET. Additionally, StarNET is the mechanism in place for connecting local districts to the Statewide Educational Network (MiSEN) to leverage Statewide cooperative buying power on things like internet service, peering with content providers as well as secure data transport to projects such as Michigan Data Hub for automating movement of student data between common school resources.



Programs and Services Supported by Ingham ISD's General Fund

Other Continued

General Education Transportation

\$1.7 million

The ISD operates a general education transportation consortium to provide a cost-effective and quality transportation service option for participating districts. Additionally, regional bus driver and transportation supervisor training is provided for all districts in Ingham, Clinton and Eaton ISD service areas. Ingham ISD transportation staff also provides contracted transportation routing services and management consulting services for districts.

Technology Services

\$2.0 million

Ingham ISD provides a variety of technology support services including comprehensive technology services for five local districts and one neighboring ISD, network engineering for two districts and ad hoc services to other districts as needed. In addition, a number of other technology services are being provided such as web content filtering, website hosting, data center hosting, VoIP phone system support, blended and online learning supports, technology integration and various instructional resources.

Business Services

\$0.6 million

Ingham ISD provides comprehensive business services including finance, accounting, purchasing, payroll and benefits, budgeting and reporting services to two local districts and one public school academy as well as payroll and benefit services to two additional local districts.

Communication Services

\$0.1 million

Ingham ISD provides communication services including media support, crisis management, website support, writing and/or graphic design to five local districts and two regional education service agencies.

Pupil Accounting & Truancy

\$0.4 million

Ingham ISD assists local districts by conducting Michigan Department of Education required audits to verify the accuracy of pupil membership counts which determines the amount of state school aid a district receives. Statutorily required student attendance and truancy services are also provided.

Administrative Services and Support

341

\$2.0 million

General Fund (Partially Funded)

Ingham ISD's General Fund Budget partially funds programs designed to assist local districts such as administrative services, facilitation and support for board members, curriculum directors, human resources directors, business directors and technology directors, acquisition of grant funds, communication and public information planning, property tax reporting assistance and purchasing collaborations.

General Fund (Fully Funded)

Ingham ISD provides programs and services to improve the effectiveness and efficiency of school operations supported by the General Fund. The following programs are supported with the use of Ingham ISD's General Fund dollars: Superintendents' Round Table facilitation, finance software system (MUNIS) and Human Resources employee application system.

Capital Projects Fund Transfer

\$0.2 million

The General Fund Budget includes an outgoing transfer to our Capital Projects Fund for future facility needs.



Next Steps and Responsibility

Next Steps	Responsibility
Submit 2022-23 General Fund Budget to local districts by May 1.	Ingham ISD 342
By June 1, adopt a resolution either in support or in disapproval of the General Fund Budget. If disapproved, submit specific objections and proposed changes. Send resolution to Ingham ISD, c/o Superintendent's Office.	Local Districts
Adopt General Fund Budget by July 1.	Ingham ISD

If we can provide additional information, please call 517.244.1212 or email [Micki O'Neil](mailto:Micki.O'Neil).



ISD BUDGET RESOLUTION

East Lansing Public Schools, Michigan (the “District”)

A regular meeting of the board of education of the District was held in the Board Room in the District, on the 9 day of May 2022, at 7:00 o’clock in the evening.

The meeting was called to order by Kate Powers, President.

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed budget not later than May 1 of each year to the board of each constituent district for review; and
2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district budget, shall adopt a board resolution expressing its support or disapproval of the proposed intermediate school district budget, and shall submit to the intermediate school board any specific objections and proposed changes the constituent district board has to the budget.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district budget.
2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2022.
3. All resolutions insofar as they conflict with this resolution be and the same are hereby rescinded.

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of East Lansing Public Schools, East Lansing, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on May 9, 2022, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

G. Renewal of the Food Service Management Contract with Chartwells School Dining for FY 2022-23

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Motion: The Board of Education authorize the Superintendent, or designee, to sign the attached Agreement Page and Contract Renewal Agreement to renew the food service management contract with Chartwells School Dining for a period of one year beginning on July 1, 2022 through June 30, 2023 as presented.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Action Item – Renewal of the Food Service Management Contract with Chartwells School Dining for FY 2022-23

DATE: May 2, 2022

Recommendation:

It is recommended that the Board of Education authorize the Superintendent, or designee, to sign the attached Agreement Page and Contract Renewal Agreement to renew the food service management contract with Chartwells School Dining for a period of one year beginning on July 1, 2022 through June 30, 2023 as presented.

Background:

Attached is the email I received from MDE approving the renewal. The Board of Education may now take action on the renewal. Approval of the renewal is recommended.

From BOE packet on 4-11-2021:

In May 2018 the Board awarded a competitive bid to Chartwells School Dining for the management of the district's food service operations for FY 2018-19. That contract included four optional one-year renewals. The contract was renewed for FY 2019-20, FY 2020-21 and FY 2021-22. The current contract with Chartwells expires on June 30, 2022 and has a one-year renewal option remaining. In order to renew the contract for FY 2022-23 the District must follow the Michigan Department of Education's (MDE) renewal process. Attached are documents related to the renewal which have been submitted to MDE for their review and approval. Upon receiving MDE's approval the Board may take action. Pending MDE's review, action is anticipated on April 25, 2022.

AGREEMENT PAGE – FSMC Contract Renewal

This bidder has certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the Request for Proposal (RFP) of the successful bidder, with addenda, if any, constitute the entire agreement between the School Food Authority (SFA) and Food Service Management Company (FSMC). The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year from July 1, 2022, to June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Year of Original Contract: _____ July 1, 2018 _____ **Contract Renewal Year:** 1 2 3 (4)

ATTEST:

Signature of Witness for SFA

Name of School Food Authority

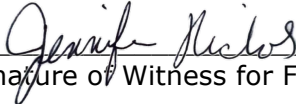
Signature of SFA Representative

Name

Title

Date

ATTEST:



Signature of Witness for FSMC

Compass Group USA, Inc.,
by and through its Chartwells Division

Name of Food Service Management Company



Signature of FSMC Representative

Belinda Oakley

Name

CEO, Chartwells K12

Title

3/25/2022

Date

School District Name

Year of Original Contract

33010

Year 4

School District Code

Renewal Year (1, 2, 3, or 4)

Contract Renewal Agreement - FSMC Cost Reimbursable Contract

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning **July 1, 2022**, and ending **June 30, 2023**. The terms and conditions of the original contract are applicable to the contract renewal.

The bidder shall not plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the proposal.

RATES MUST NOT BE ROUNDED UP

	% Increase per Contract**	2021-2022 Rate	2022-2023 Rate
1. Equivalent Meal Factor	4.4%	\$3.8250	\$3.9900
2. Management Fee per Meal (Breakfasts and Lunches) and Meal Equivalent (A la Carte)	1.5%	7.93 cents	8.04 cents
3. Administrative Fee per Meal or Month	1.5%	\$5,835.29 per month	\$5,922.81 per month
4. Reimbursable Breakfasts	N/A	N/A	N/A
5. Reimbursable Lunches*	N/A	N/A	N/A
6. A la Carte Meal Equivalents*	N/A	N/A	N/A
7. After School Snacks	N/A	N/A	N/A
8. At Risk Suppers*	N/A	N/A	N/A
9. Special Milk	N/A	N/A	N/A
10. Amount of Advance Payment for the 22-23 school year, if any			\$75,000.00
11. Amount of Guaranteed Return for the 22-23 school year, if any			N/A
12. Amount of Planned Client Investment for the 22-23 school year, if any			N/A

*Rates must be the same.

**Percentage increase must not exceed the allowable increase established in the original contract.

By submission of this proposal, the FSMC certifies that, in the event it receives a renewal award under this solicitation, the FSMC shall operate in accordance with applicable program laws and regulations. This agreement shall not exceed one year.

Signed: 
 Food Service Management Company Representative
Belinda Oakley, CEO, Chartwells K12
 Printed Name/Title

3/25/2022
 Date

Acceptance of Contract Renewal Agreement

Signed: _____
 School Food Authority Representative

 Printed Name/Title

 Date

Richard Pugh

From: Saul, Tammy (MDE) <Sault1@michigan.gov>
Sent: Monday, May 2, 2022 11:44 AM
To: Richard Pugh
Subject: 5-2-22 Contract renewal approval - East Lansing
Attachments: Contract renewal agreement wo SFA sig.pdf; Agreement Page wo SFA sig.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

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Richard - Your district's FSMC contract renewal submitted for the 2022-2023 school year is approved. Note, this approval is contingent upon compliance with program requirements and regulations during the 2021-2022 school year. For districts scheduled to undergo an administrative review in the current school year, MDE may re-evaluate this renewal approval in instances when review findings applicable to this contracted service go unresolved.

It is our understanding that your district and the FSMC have not set a formal budget for the 2022-2023 school year at this time. Before the renewal is executed, it is highly recommended that you ensure that the district and the FSMC both have a clear understanding of other costs that may impact the district in the next school year. If changes need to be made to the contract, please notify MDE.

Attached are the approved renewal documents. Please proceed with obtaining the proper SFA signature and date on both agreement pages and submit a copy of the fully executed forms back to my attention for the file. An official approval letter will be forthcoming and addressed to your district superintendent's office.

Please contact me if you or your district should have any questions. Thanks!

Tammy Saul

Department Analyst
Food Service Contract Procurements
Office of Health and Nutrition Services
Michigan Department of Education
Cell: 989-640-7304

VIII. **Committee Reports**

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee

IX. **Announcements**

X. **Adjournment**

Respectfully Submitted,

*Dori Leyko
Superintendent*