

# 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 for fiscal years 2025-2026 and 2026-2027 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### **A. TERM**

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Supervisor’s employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer’s sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Supervisor’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

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 the Supervisor’s employment immediately, if and when it determines that the Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the 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.

#### **B. DUTIES**

The Supervisor shall perform the duties 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. The Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to their responsibilities and directions related thereto.

The Supervisor agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Supervisor agrees to faithfully perform those duties assigned by the Board and the Superintendent or designee with respect thereto. Further, the Supervisor agrees to comply with and fulfill all responsibilities and tasks required

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

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 Employer for which they are responsible during the entire term of this Agreement.

#### C. COMPENSATION

The Supervisor shall be paid at annual salary rates of Eighty-Four Thousand, Two Hundred Forty-Seven dollars **(\$84,247)** for Contract Year 2025-26 and Eighty-Six Thousand, Seven Hundred Seventy-Four dollars **(\$86,774)** for Contract Year 2026-27. Wages are subject to state and federal taxes, as well as other legally required or permitted withholdings.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due to the Supervisor upon separation shall be remitted by the Board 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).

#### D. EXEMPT STATUS

The parties acknowledge and agree that the Supervisor is classified as an *exempt Employee* under the United States Fair Labor Standards Act (FLSA). As such, the Supervisor is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### E. DAILY HOURS

The Supervisor will have daily schedules established by the Superintendent or designee(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### F. WORK YEAR

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor's assigned position is for Two Hundred Sixty (260) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Supervisor or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### G. EVALUATION

The Supervisor's performance shall be evaluated by their Director or designee in writing, not later than

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

June 30<sup>th</sup> of the designated evaluation year.

#### **H. DISABILITY OR INCAPACITY**

In the event of the Supervisor's mental and/or physical incapacity to perform the duties of their office, they 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 Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, the 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 the Supervisor, it may require a second opinion, at Board expense.

#### **I. 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. The Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify the Superintendent if course work is undertaken to obtain such classroom or administration certification.

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

#### **J. EARNED SICK TIME (EST) LEAVE**

The Supervisor will receive 12 days (96 hours) of earned sick time per school year subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Supervisor is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Supervisor.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisor's Earned Sick Time leave bank.
3. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

the amount equivalent to any used but unearned Earned Sick Time from the Supervisor's final paycheck, to the extent permitted by law.

4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Supervisor must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Supervisor may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Supervisor may use earned sick time for the following reasons:
  - a. the Supervisor's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Supervisor's mental or physical illness, injury, or health condition; or preventative medical care for the Supervisor;
  - b. for the Supervisor's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Supervisor's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Supervisor;
  - c. if the Supervisor or the Supervisor's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Supervisor's place of business by order of a public official due to a public health emergency, for a Supervisor's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Supervisor or their family member's presence in the community would jeopardize the health of others because of the Supervisor's or family member's exposure to a communicable disease,

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

whether or not the Supervisor or family member has actually contracted the communicable disease.

7. A Supervisor who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Supervisor and the Director may decide the notice frequency for the continued illness or disability.
8. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the Employer of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Supervisor must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Supervisor who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Supervisor shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Supervisor's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. The Supervisor may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Supervisor's leave allowance and shall be granted if the criteria below is met:

1. When a Supervisor is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Supervisor's regular rate of pay.
2. On days in which the Supervisor is required to report for jury service, the Supervisor is not required to report to work.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

#### **M. 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 Supervisor's Director no later than June 30.

#### **N. 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 their reasonable and necessary expenses.

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **P. PERSONAL BUSINESS LEAVE**

The Supervisor is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor shall not use personal business days to extend a holiday or vacation. The Supervisor shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Supervisor's earned sick time leave bank.
2. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Supervisor's final paycheck, to the extent permitted by law.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

#### **Q. HOLIDAYS**

Paid holidays are: 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 Presidents' Day, Memorial Day, and Juneteenth.

#### **R. VACATION LEAVE**

The Supervisor shall receive twenty-five (25) vacation days per Contract year. If the Supervisor is hired after the start of the contract year or the Supervisor works less than full-time, the Supervisor's vacation allocation will be proportionate to the time worked.

1. The Supervisor shall not use a vacation day without the prior written approval of their Director. The Supervisor may carry over unused vacation days (beyond the scheduled allocation each July 1st) not to exceed 10 days. As of June 30th, of each work year any unused vacation days above the 10 allowed for carryover will be added to the Supervisor's earned sick time bank.
2. The Supervisor shall be allowed up to five (5) vacation days paid out per contract year.
3. If the Supervisor ends employment, prior to the end of the school year, they will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used vacation leave from the Supervisor's final paycheck to the extent permitted by law.

#### **S. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. 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.
2. 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.
3. The Supervisor is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **T. INSURANCE PROGRAMS**

To receive earned benefits, the Supervisor, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Supervisor working 30 or more hours per week. For a part-time Employee who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Supervisor, with the remaining cost to be paid by the Supervisor through payroll deduction. A Supervisor that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Supervisor adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **U. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Supervisor, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Supervisor's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Supervisor does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Supervisor signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Supervisor an insured income continuation plan for disability extending beyond the Supervisor's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Supervisor's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90)



## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

calendar days. After the 90th calendar day, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized in the attached document entitled MESSA “Negotiated LTD Plan Highlights.”

5. HEALTH – The Supervisor shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Supervisor and the Supervisor’s eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Supervisor selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. The Supervisor electing coverage with a premium higher than the Board’s eighty percent (80%) contribution shall be responsible for paying the difference between the Board’s contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months’ coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Supervisors who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Supervisor (self-only or family coverage).
9. The Employer’s contribution shall be deposited into the Supervisor’s Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

#### **V. RETIREMENT LEAVE BENEFITS**

If the Supervisor separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Supervisor shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Supervisor shall complete a minimum of 10 years of service to the Employer.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

Unused personal business and/or vacation leave payout does not apply to a Supervisor who is discharged or resigns.

#### **W. TAX DEFERRED ANNUITY PROGRAM**

The Supervisor may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Supervisor to invest towards their own retirement on a tax-deferred basis.

#### **X. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Supervisor as outlined in the retirement plan booklet.

#### **Y. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Supervisor. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **Z. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **AA. LIMITATIONS**

The Supervisor agrees that any claim or suit arising out of the 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. The 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

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

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.

### **COUNTERPART SIGNATURES**

This Contract is executed on behalf of the School Employer pursuant to the authority granted by the Board of Education of the School Employer 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 the Superintendent of Schools.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date