

**Elk Rapids Schools**  
**Facilities and Operations Supervisor Employment Contract**

In accordance with the action found in the December 8, 2025, meeting minutes of the Board of Education (“Board”) of the **Elk Rapids Schools** (“District”), the Board employs **Nathan Butte** (“Administrator”) as its **Facilities and Operations Supervisor** according to the terms and conditions of this Contract as specifically described below.

1. **Term.** The Administrator is employed for a contract term of two (2) years, beginning December 15, 2025, and ending on June 30, 2027. Any extension of this Contract requires the express approval of the Board. The Board’s decision not to continue or otherwise renew the Administrator’s employment for any subsequent period in any capacity is not a breach of this Contract.
2. **Duties.** The Administrator shall faithfully and diligently perform the duties of Facilities and Operations Supervisor outlined in Appendix A incorporated into this Contract, as well as those duties as required by law, and that may be further established, modified, or amended from time to time by the Board or Superintendent.
  - A. The Administrator acknowledges the ultimate authority of the Board as to his duties and will faithfully perform those duties and diligently implement the Board’s policies and educational programs.
  - B. The Administrator will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
3. **Assignment and Transfer.** The Administrator is subject to assignment and transfer to another administrative position at the discretion of the Board or Superintendent.
4. **Evaluation.** The Administrator’s performance shall be evaluated by the Superintendent or designee at least annually.
5. **Certification/Qualifications.** The Administrator represents that he possesses and will maintain the requisite certification/qualifications for the position assigned.
6. **Compensation.**
  - A. The annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract year (August 1 - July 31). Salary for year one of this contract will be prorated based on the yearly salary of \$61,650 (12/15/25-7/31/26) with a 2% increase for year two of this contract.
  - B. Payroll deductions may be made as required by law or as authorized by the Superintendent.
  - C. Any adjustment to the Administrator’s compensation made during this Contract will be in the form of a written amendment and shall become a part of this Contract.

7. **Benefits.** The Administrator is entitled to only the following benefits (or in a mutually agreeable written addendum signed by both parties):
  - A. Health, Dental, and Vision Insurance as provided to other district employees. The District's contribution to the employee's medical benefit plan costs shall not exceed those amounts established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.
  - B. If the Administrator elects to decline coverage for any or all of these insurance coverages, he shall instead receive cash in lieu of insurance based on one-half ( $\frac{1}{2}$ ) of the applicable hard-cap amount (i.e., single, two-person, full family). To opt out of health insurance coverage, the Administrator must state in writing that he voluntarily opts out of the health care benefits provided to District employees, as he has health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
  - C. Long-term Disability (LTD) Insurance is provided through the District's LTD insurance policy carrier.
8. **Authorized Absence.** The Administrator shall diligently perform his duties in a timely and professional manner. The Administrator's absence from duty due to personal illness or personal business will be promptly reported to the Superintendent.
  - A. The Administrator shall have twelve (12) paid sick leave days per year, which may accumulate up to a maximum of ninety (90) days.
  - B. The Administrator shall be granted, upon request, up to two (2) paid leave days per year for personal business. Additional unpaid personal business leave days may be granted by the Superintendent upon good cause shown.
  - C. The Administrator shall receive up to five (5) paid bereavement leave days for the death of a member of the Administrator's immediate family, which includes: spouse, child, parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, sibling-in-law, son-in-law, and daughter-in-law.
9. **Vacation.** The Administrator is employed on the basis of fifty-two (52) weeks of work per contract year (August 1 through July 31) as scheduled by the Board. The Administrator shall be granted vacation time of twenty (20) days per Contract year.
  - A. Vacation days must be used within the Contract year for which they are made available, and the Administrator shall not receive any additional compensation in lieu of vacation days.
  - B. The Administrator shall schedule the use of vacation days to minimize interference with the orderly operation and conduct of School District business. The Administrator's vacation scheduling is subject to the Superintendent's approval.
  - C. The Administrator may earn additional vacation time when called to duty for emergency situations dealing with facilities/operations that may occur over Holidays

identified in this contract or over the weekend (5:00 pm Friday-5:00 am Monday). Extra vacation time will be earned on an hourly basis and can not exceed an additional 3 days (8 hrs each) within each year of this contract.

10. **Holidays.** Consistent with the holidays recognized by the District's calendar, the Administrator is entitled to the following holidays for which no service to the School District is required: Memorial Day, July 4th, Labor Day, Thanksgiving Day, and the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.
11. **Suspension and Termination.** The Board is entitled to suspend or terminate the Administrator's employment at any time during the term of this Contract for reasonable and just cause.
  - A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
  - B. If the Board undertakes to suspend or terminate the Administrator during the term of this Contract, he shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to the Administrator written notice of the charges. This timeline may be waived if mutually agreed upon by the parties.
  - C. The Administrator may be represented by legal counsel at this hearing, but at his expense.
  - D. 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.
12. **Resignation.** Unless otherwise mutually agreed by the parties, the Administrator shall provide a minimum notice of sixty (60) calendar days before the effective date of his resignation.
13. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority.
14. **Limitations Period.** The Administrator agrees that any claim or suit arising out of his 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 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 the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
15. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator about his employment with the District. Prior or concurrent

representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is canceled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to unprofessional conduct and criminal history/records checks.
  - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Administrator and the President, and the Secretary of the Board.
  - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
16. ***Severability.*** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
17. ***Applicable Law.*** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

The parties agree to the above terms and conditions and affix their signatures to this Contract on December 8, 2025.

**Facilities and Operations Supervisor**

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Nathan Butte

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

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Jennifer Brown, President

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Sherry Steffen, Secretary