

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *DISTRICT MENTAL HEALTH COORDINATOR*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter "Board") and **Heather Findley** (hereinafter "Coordinator") that the Board employs the said District Mental Health Coordinator 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 Coordinator'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 Coordinator'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 Coordinator's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Coordinator's employment immediately, if and when it determines that the Coordinator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Coordinator 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 Coordinator 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 Coordinator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. The Coordinator acknowledges the ultimate authority of the Board and Superintendent or designee with respect to their responsibilities and directions related thereto.

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

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thereto. Further, the Coordinator 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 Employer for which they are responsible during the entire term of this Agreement.

#### C. COMPENSATION

The Coordinator shall be paid at an annual salary rate of One Hundred Thousand, Seven Hundred Eighty-Six dollars **(\$100,786)** for Contract year 2025-26 and One Hundred Three Thousand, Eight Hundred Nine dollars **(\$103,809)** for Contract Year 2026-27.

In the event of separation of the Coordinator during the term of this Contract, initiated by either party, any amounts due to the Coordinator upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Coordinator in excess of time worked during the fiscal/contract year shall be deducted from the Coordinator's remaining wages. The Coordinator, 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 Coordinator within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Coordinator 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 Coordinator is classified as an *exempt employee* under the United States Fair Labor Standards Act (FLSA). As such, the Coordinator is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### E. DAILY HOURS

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

#### F. FLEX HOURS

The Coordinator 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:

1. The Coordinator 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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2. The Coordinator's earning and use of a flex day requires approval from the Superintendent or designee.

#### **G. WORK YEAR**

The Coordinator is employed on the basis of fifty-two (52) work weeks. The Coordinator's assigned position is for Two Hundred Sixteen (216) 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 Coordinator or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### **H. EVALUATION**

The Coordinator's performance shall be evaluated by the Superintendent or designee in writing, not later than June 30<sup>th</sup> of each year.

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

In the event of Coordinator'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 Coordinator 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 Coordinator during this interval to the extent required by law. Upon utilizing leave under this provision, the Coordinator 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 Coordinator, it may require a second opinion, at Board expense.

#### **I. TENURE**

The parties agree that the Coordinator is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. The Coordinator 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 Coordinator agrees that they are not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

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

The Coordinator will receive 10 days (80 hours) of earned sick time per school year subject to proration if the Coordinator is hired after the start of the contract year or works part-time. The Coordinator may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Coordinator is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Coordinator.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Coordinator's Earned Sick Time leave bank.
3. A Coordinator 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 but unearned Earned Sick Time from the Coordinator'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 Coordinator must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Coordinator 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 Coordinator may use earned sick time for the following reasons:
  - a. the Coordinator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Coordinator's mental or physical illness, injury, or health condition; or preventative medical care for the Coordinator;
  - b. for the Coordinator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Coordinator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Coordinator;
  - c. if the Coordinator or the Coordinator'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

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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 Coordinator's place of business by order of a public official due to a public health emergency, for a Coordinator'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 Coordinator or their family member's presence in the community would jeopardize the health of others because of the Coordinator's or family member's exposure to a communicable disease, whether or not the Coordinator or family member has actually contracted the communicable disease.
- 7. A Coordinator 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 Coordinator and the Employer may decide the notice frequency for the continued illness or disability.
  - 8. If the Coordinator's need to use leave is foreseeable, the Coordinator must provide notice to the Employer of the Coordinator'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 Coordinator must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
  - 10. A Coordinator 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 Coordinator 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 Coordinator'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

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memorial services, unless otherwise approved by the Employer. The Coordinator 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 Coordinator's leave allowance and shall be granted if the criteria below is met:

1. When a Coordinator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Coordinator's regular rate of pay.
2. On days in which the Coordinator is required to report for jury service, the Coordinator is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Coordinator 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 Coordinator's Director no later than June 30.

#### **N. REIMBURSEMENT**

The Coordinator shall be eligible to be reimbursed for out-of-District expenses incurred on behalf of the Employer for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures, established by the Board. Any expense to be incurred by the Coordinator 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 Coordinator 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.

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

The Coordinator is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Coordinator is hired after the start of the contract year or works part-time. The Coordinator shall not use personal business days to extend a holiday or vacation. The Coordinator 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 Coordinator's earned sick time leave bank.
2. A Coordinator 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 Coordinator's final paycheck, to the extent permitted by law.

#### **Q. 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 Coordinator 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 Coordinator is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
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.

#### **R. INSURANCE PROGRAMS**

To receive earned benefits, the Coordinator, 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.

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1. The Employer agrees to make premium contributions on behalf of a Coordinator working 30 or more hours per week. For a part-time Coordinator 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 Coordinator, with the remaining cost to be paid by the Coordinator through payroll deduction. A Coordinator 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 Coordinator adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **S. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Coordinator, 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 Coordinator'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 Coordinator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Coordinator 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 Coordinator an insured income continuation plan for disability extending beyond the Coordinator's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Coordinator's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) 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 Coordinator 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 Coordinator and the Coordinator'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



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(HSA) contribution. The Coordinator selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

6. The Coordinator 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. HEATH SAVINGS ACCOUNT (HSA)- For Coordinators 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 Coordinator (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Coordinator'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 Coordinator, the MESSA Vision Services Plan 3 (VSP-3).

#### **T. RETIREMENT LEAVE BENEFITS**

If the Coordinator 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 Coordinator 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 Coordinator shall complete a minimum of 10 years of service to the Employer.

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

#### **U. TAX DEFERRED ANNUITY PROGRAM**

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

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#### **V. RETIREMENT PLAN**

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

#### **W. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Coordinator. 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 Coordinator 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 action of the Board reflected in 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.

#### **X. 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).

#### **Y. LIMITATIONS**

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

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#### **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.

\_\_\_\_\_  
Coordinator's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date