

CONTRACT

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and **Paul Shanks** (*hereinafter* "Supervisor") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said **Behavior Systems Specialist** for a period commencing on July 1, 2025 and ending on June 30, 2026, according to the terms and conditions as described and set forth herein as follows:

A. TERM

The Supervisor shall perform the duties of **Behavior Systems Specialist** 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 Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent. The Supervisor acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.

B. QUALIFICATIONS

The Supervisor represents that they possess, hold 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.

1. As a condition of their continued employment, the Supervisor also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Supervisor 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.

C. DUTIES

1. The Supervisor agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.
2. The Supervisor 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.
3. The Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Supervisor shall be paid at an annual salary rate of Ninety-One Thousand, Nine Hundred Twenty-Eight dollars (**\$91,928**) for Contract year 2025-26.

1. 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.
2. Upon separation of the Supervisor during the term of this Contract, the Supervisor'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 Supervisor. For purposes of administering this provision, a week shall be regarded as having been worked if the Supervisor performed any work within that week.
3. Any amounts due the Supervisor upon separation shall be remitted by the Board to them as soon as such amounts can diligently be determined and paid.
4. Any amounts received by the Supervisor in excess of weeks worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages.
5. The Supervisor, by executing this Contract, hereby gives written consent for such deduction.
6. 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 separation from employment. If not repaid in this manner, the Supervisor agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor'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.

F. FLEX DAYS

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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

designee.

G. EVALUATION

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

H. 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 the 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 the Supervisor 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.

I. DISABILITY or INCAPACITY

In the event of 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 District'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.

The Supervisor may request a ninety (90) workday unpaid leave extension in the event of their 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 the Supervisor will be able to resume their duties at the end of the extended leave interval. Medical certification shall be supplied by the Supervisor as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

J. TENURE

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

K. 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.

The Employer will make premium contributions, on behalf of each unit employee and the employee's eligible dependents who works thirty (30) hours or more per week for the following insurance programs:

1. Employer premium and health savings account contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.
2. Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.
3. All premium or premium equivalent amounts for which the employee is responsible will be payroll deducted.

L. 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.

M. 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.

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

BEHAVIOR SYSTEMS SPECIALIST

4. The Board, 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.

N. EARNED SICK TIME (EST) LEAVE

1. The Supervisor will receive 10 days (80 hours) of earned sick time per school year, if working full time per contract year. The Supervisor will receive 5 days (40 hours) of earned sick time per school year, if working part time per contract year. If the Supervisor works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.
2. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Supervisor is hired after the contract year begins or is a part-time Supervisor, a prorated amount will be made available to the Supervisor.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisors' Earned Sick Time leave bank.
5. A Supervisor that ends employment, prior to the end of the school year, will have to repay district 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 Supervisor's final paycheck, to the extent permitted by law.
6. Earned Sick Time can 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.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. 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 District'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;

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

- 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's or Supervisor's 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, whether or not the Supervisor or family member has actually contracted the communicable disease.
9. A Supervisor who is unable to perform their duties due to illness or disability shall notify their supervisor 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 Supervisor's supervisor may decide the notice frequency for the continued illness or disability.
10. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the District of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
11. For leave of more than five (5) consecutive days, upon District request, the eligible Supervisor must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
12. 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.
13. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

O. PERSONAL BUSINESS DAYS

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

The Supervisor shall also receive three (3) personal business days annually subject to proration for working less than a full contract year. Those days, if not used, will be added to the earned sick bank at the end of each contract year.

P. 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, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Supervisor's earned sick time leave/vacation allowance.

Q. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Supervisor's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. 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.
 - b. On days in which the employee is required to report for jury service, they are not required to report to work.
 - c. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
 - d. 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 District. 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.

R. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against the Supervisor's earned sick time leave/vacation allowance.

S. 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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

submitted in advance for review and approval by the Superintendent. The Supervisor shall be required to present an itemized accounting of their reasonable and necessary expenses.

T. 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.

1. 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.
2. 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.
3. 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.

U. 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).

V. 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 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.

CONTRACT OF EMPLOYMENT
BEHAVIOR SYSTEMS SPECIALIST

Date

By: _____
Employee

Date

By: _____
Superintendent

Date

By: _____
President of the Board of Education

Date

By: _____
Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

ADDENDUM A

Insurance premiums paid by the district on behalf of the Supervisor and their eligible dependents include:

HEALTH INSURANCE

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 their 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. Should the Supervisor select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Supervisor elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Supervisor shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Supervisor elects to enroll in a High Deductible Health Plan (HDHP), the Board 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). The Board's contribution shall be deposited into the Supervisor's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

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 district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

The District shall provide without cost to the Supervisor 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 Supervisor'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.

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Supervisor with an insured income continuation plan for disability extending the Supervisor's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

RETIREMENT/RESIGNATION

If the Supervisor retires or resigns in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$55 per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed Five Thousand dollars (\$5,000). To qualify, the Supervisor must have a minimum of ten (10) years of service with the district.

PAID HOLIDAYS

Consistent with the District's calendar, the Supervisor 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, Juneteenth (if contracted to work), and Independence Day (260 work day Administrator only).