

EAST LANSING PUBLIC SCHOOLS

AT-WILL CONTRACT

WAGE, BENEFITS AND CONDITIONS

July 1, 2025 – June 30, 2027

A. TITLE AND STATUS

East Lansing Public Schools (“Employer”) hires Jose Arceo (“Employee”) with the title Supervisor of Grounds as an at-will employee, according to the terms and conditions below. These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer or by the Employee 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 Employee’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Employee understands and agrees that their employment with the Employer is at-will. This means that either the Employee or the Employer may terminate the employment relationship at any time, with or without cause or notice. Nothing in this agreement, or any other document or statement, shall be construed to limit the Employer’s right to terminate the Employee’s employment at any time for any reason or no reason, subject only to applicable law.

B. WAGE

The Employee shall be paid at an annual salary rate 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.

C. DAILY HOURS

The Employee will have daily schedules established by the Employee’s supervisor(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer. Overtime will be paid only when required and approved, in advance, by the Employee’s supervisor. Hours will be paid for time in excess of 40 hours per week that the employee is actively performing work.

D. 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 will be initiated by the Employee or the Employee’s supervisor, with final approval by the Superintendent or designee necessary to make a change.

E. EVALUATION

The Employee’s performance shall be evaluated by the Supervisor or designee in writing, not later than June 30th of designated evaluation year.

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F. EARNED SICK TIME (EST) LEAVE

Employee will receive 12 days (96 hours) of earned sick time per school year, if working a full school year. The Employee may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the Employee.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the employees' Earned Sick Time leave bank.
3. An employee 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 Employee's final paycheck, to the extent permitted by law.
4. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the employee must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Employee 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. Employee may use earned sick time for the following reasons:
 - a. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
 - b. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
 - c. if the employee or the employee'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

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- e. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee'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 employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
- 7. An employee 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 employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.
- 8. If the employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee'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 District request, the eligible employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
- 10. An employee who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

G. BEREAVEMENT LEAVE

The Employee 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 Employee'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. Employees may be required to provide documentation to support the request for bereavement leave.

H. JURY SERVICE AND SUBPOENA

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

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

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to report to work.

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

I. WORK TRAININGS/CONFERENCES

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

J. PERSONAL BUSINESS LEAVE

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

1. Unused personal business days at the end of the work year will be credited to the employee's earned sick time leave bank.
2. An employee 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 personal business leave from the Employee's final paycheck, to the extent permitted by law.

K. HOLIDAYS

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, 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, New Year's Day, Martin Luther King Day, National Presidents' Day, Memorial Day, and Juneteenth. An Employee preapproved to work a holiday will be paid double time for hours worked.

If a holiday listed above occurs on a day between Monday and Friday, to receive the Employee's per-diem pay for that workday, the Employee must be paid for the last workday scheduled preceding the holiday and for the first workday following the holiday. This compensation is not contingent upon the Employee meeting a 40-hour workweek threshold.

L. ON CALL DUTY

Employees scheduled for on-call duty will be compensated as follows:

1. Period from the third Friday of April to the third Friday of October – \$ 50 stipend per weekend plus the Employee's hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

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2. Period from the third Friday of October to the third Friday of April – \$ 20 stipend per day plus the Employee's hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

M. VACATION LEAVE

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

1. The Employee shall not use a vacation day without the prior written approval of the Employee's immediate supervisor. The Employee 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 Employee's earned sick time bank.
2. An employee 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 vacation leave from the Employee's final paycheck to the extent permitted by law.

N. EMERGENCY SCHOOL CLOSING

Whenever all schools are closed due to severe weather or other emergencies, the Employee shall not report for work as usual, unless specifically directed to do so, and shall be paid the normal day's pay even though no work is performed. If all schools are dismissed, after the Employee has reported for work, because of severe weather or other emergencies, and if the immediate supervisor's work is terminated for that day because of those conditions, the Employee's work shall terminate for that day concurrent with the immediate supervisor's and the Employee shall be paid the normal pay even though fewer hours have been worked.

Should the Employer authorize/require the Employee to report to work on-site during the closure, the Employee shall be compensated at a rate of two (2) times their regular hourly rate for all hours physically worked during the closure period. This compensation is not contingent upon the Employee meeting a 40-hour workweek threshold.

O. INSURANCE PROGRAMS

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

1. The Employer agrees to make premium contributions on behalf of an Employee 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 Employee, with the remaining cost to be paid by the Employee through payroll deduction. An Employee that works less than 17.5 hours per week is not eligible for the following earned benefits.

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2. Insurance plans and premium contribution rates by the employer and employee adjust January 1 of each year. Premium shares will follow that of ELEA.

P. EMPLOYEE EARNED BENEFITS

1. LIFE - The Board shall provide, without cost to the employee, 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 employee'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 employee does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the employee signs the district'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 employee an insured income continuation plan for disability extending beyond the employee's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the employee'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 - Employees 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 employee and the employee'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. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. Employees 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.

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8. HEATH SAVINGS ACCOUNT (HSA)- For employees 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 employee (self-only or family coverage).
9. The Employer's contribution shall be deposited into the employee'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 bargaining unit member, the MESSA Vision Services Plan 3 (VSP-3).

Q. RETIREMENT LEAVE BENEFITS

Upon retirement, the Employee shall not receive any payout for unused personal business leave and/or vacation leave.

If the Employee 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 Employee shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$4,500 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Employee shall complete a minimum of 10 years of service to the District.

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

R. TAX DEFERRED ANNUITY PROGRAM

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

S. RETIREMENT PLAN

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

T. TERMINATION AND MODIFICATION

This Agreement contains the entire agreement and understanding by and between the Employer and Employee. 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 Employee 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 signed by the Chief Human Resources

Officer. 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.

U. 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).

V. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

W. COUNTERPART SIGNATURES

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.

Employee Signature

Date

Superintendent Signature

Date

Chief Human Resources Officer Signature

Date