



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Personnel Matters and IISD Board Election
May 19, 2023 - 2:30 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Opening of Meeting

A. *Call to Order*

B. *Roll Call*

C. *Approval of Agenda*

Motion: The Board of Education approves the agenda of the May 19, 2023 special meeting, as presented.

II. Consent Agenda

Motion: The Board of Education approves the Consent Agenda to include the following item:

A. Hiring of **Sara Thompson**, as a conditional hire until certification is issued - 1.0 FTE high and middle school English and Theater teacher at MA Step 3 effective May 23, 2023. 3

III. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

IV. Action Items

A. Ingham ISD Board Election 4

Motion: The Board of Education approves the resolution designating the school district's election representative and alternate and to cast a vote on the ballot on behalf of the school district, as presented.

- 1. Designate representative and alternate.

2. Name two candidates for which a vote will be cast on behalf of the school district. Candidates are John Wolenberg and Lori Zajac.

3. Roll Call Vote

B. Approval Contract for Ms. Ashley Schwarzbek, East Lansing High School Principal **11**

Motion: The Board of Education approves the contract for Ms. Ashley Schwarzbek, East Lansing High School Principal, as presented.

V. Adjournment

Respectfully Submitted,

***Dori Leyko
Superintendent***



East Lansing
Public Schools

MEMORANDUM

TO: Board of Education

FROM: Dori Leyko
Superintendent of Schools

SUBJECT: Human Resources Action Item

DATE: May 4, 2023

Hire

It is recommended that the Board approve the hiring of **Sara Thompson**, as a conditional hire until certification is issued - 1.0 FTE high and middle school English and Theater teacher at MA Step 3 effective May 23, 2023.



MEMORANDUM

TO: Local District Superintendents
FROM: Jason Mellema
DATE: May 12, 2023

Re: *Ingham ISD Board of Education Candidate/Election*

The deadline for filing for a seat on Ingham Intermediate School District's Board of Education was Monday, May 8, 2023.

Two (2) candidates have filed to run for the two (2) open six-year board seats:

- Lori Zajac, Incumbent, who resides in Holt.
- John Wolenberg, Incumbent, who resides in East Lansing.

We requested biographical information from all candidates; however, the candidates may also contact you directly. Please forward the candidate names and the attached biographies from our candidates to your board members.

According to current statute, Monday, May 15, 2023 is the earliest date a local district board can adopt a resolution to approve the district's voting representative and designate the two Ingham ISD candidates the board supports.

Ingham ISD's board members are elected by the local district boards of education which include Dansville, East Lansing, Haslett, Holt, Lansing, Leslie, Mason, Okemos, Stockbridge, Waverly, Webberville, and Williamston. The representatives from these local districts will convene at Ingham ISD on June 5 at 6:00 p.m. to cast votes that reflect resolutions passed by their boards. An official notice about the election date, time, and location will be sent to your board secretary on May 26. A copy will also be sent to your office.

In the meantime, after your board takes action, please forward the resolution approving your representative and designating your board's two candidate choices for the Ingham ISD board to my office.

Please contact Barbara Weathers, 517.244.1230 or bweathers@inghamisd.org, if you have any questions about the election procedures or any other related matters.

Thank you for your assistance.

Attachments

School Board Candidate Biographical Information

NAME: John C. Wolenberg

ADDRESS: 2459 Barnsbury Rd., East Lansing, MI 48823

SCHOOL DISTRICT WHERE YOU CURRENTLY RESIDE: Haslett

EDUCATIONAL BACKGROUND:

Bachelor of Science in Business Administration - Central Michigan University

Master of Business Administration - Central Michigan University

PROFESSIONAL BACKGROUND:

2018 to present - Retired

As a former Certified Public Accountant, I do continue to provide tax services for a small group of loyal clients.

1993-2018 - Consultant & Real Estate Development

As a consultant, I worked with businesses and individuals, particularly related to financial negotiations and enterprise assessment, assisting both business buyers and sellers. I have also been active in real estate development, mostly in the Lansing area.

1978-1993 - Michigan State University

At MSU, I worked with the Institute for Community Development, specializing in local government finance and organization, and taught government accounting for the College of Business. I also served as an Assistant Dean for the College of Lifelong Education.

1975-1978 - Michigan Department of Treasury, Bureau of Local Government Financial Services

1971-1975 - Accounting Instructor, Central Michigan University

PREVIOUS BOARD EXPERIENCE AND YEARS OF SERVICE:

2005 to present - Board Member, Ingham ISD

I was elected to the Ingham Intermediate School District Board of Education in 2005 and re-elected in 2011. I have served as Trustee, Secretary, Treasurer, Vice President and President. I have also served on the policy, technology, curriculum and budget committees and as the board representative to Ingham School Officers Association. I have supported policy initiatives that promote collaboration among local districts and also between local districts and Ingham ISD.

1989-2014 - Board Member, Foundation for Haslett Schools

I was a Board Member of the Foundation for Haslett Schools for 25 years and served on a variety of committees. I am very proud of our work through the Foundation which helped teachers, staff and administrators define diversity for the Haslett Public Schools. I developed the Foundation's Proud Sponsors of Books Program which helped add hundreds of books to every building's library.

1981-1989 - Board Member, Meridian Charter Township Planning Commission

1987-1989 – served as Chair

OTHER PUBLIC SERVICE/VOLUNTEER EXPERIENCE AND YEARS OFF SERVICE:

I enjoy helping kids. For that reason, I coached youth baseball, basketball, hockey and soccer for thirty years from 1984 to 2014. During that time, I coached soccer for kids from 5 to 18 years of age as well as high school aged hockey players. I founded the Haslett Soccer Club.

1990-2010 - Board Member, East Side Soccer Club

1995 - served as Board President

1997-2009 - served as Board Vice President

1994-2000 – Board Member, Greater Lansing Area Hockey Association

I was a Board Member of the Greater Lansing Area Hockey Association from 1994 to 2000, including two years as president. At the time, the Lansing area had only one “sheet” of ice. I helped to bring the Dome to Washington Park as well as two rinks each to East Lansing and Lansing’s west side.

OTHER RELEVANT INFORMATION:

On a personal note, I’m married to Carol. We have two adult sons and are the proud, doting grandparents of three grandsons and a granddaughter. Our home is in Meridian Township which puts us equal distance from our sons and their families who live in West Bloomfield and Grand Rapids. We also enjoy spoiling Finn, our golden retriever puppy, and love hiking with him at Rose Lake.

I have been a member of the Ingham Intermediate School District (IISD) board for eighteen years. While my home district is Haslett, I have always acted as a representative of all 12 IISD constituent districts. I am proud of the IISD programs in Special Education, Early Childhood Readiness, professional development services, career preparation through the Wilson Talent Center, and the IISD advocacy for Multi-Tiered Support Systems. I am proud and privileged to be a member of the IISD Board, and believe my background, IISD experience, knowledge and temperament make me uniquely qualified to serve on the IISD Board.

The Ingham Intermediate School District Strategic Plan lists the organization's core values as Collaboration, Compassion, Innovation, Integrity, and Student Focus. I feel all five core values are compelling; however, I believe IISD Board members must concentrate first on the following core values.

Collaboration which is defined as follows: “We will seek, share and respect diverse perspectives. We will function as a team with our colleagues and stakeholders to define and achieve common goals.” Collaboration with constituent districts is of vital importance to the effectiveness of IISD programming. The IISD cannot simply offer our constituent districts a list of services. It is the IISD Board’s obligation to see that constituent districts and the IISD value the IISD services equally.

Integrity which is defined as follows: “We will be honest, trustworthy, respectful and ethical. We will honor our commitments and be accountable for our actions.” The IISD must be forthright about the results of its programs. The IISD must employ data driven methodology to determine the success or failure of programs. It is incumbent on the IISD Board to see that all programs are evaluated and the results are communicated to staff, constituent districts, and individual program participants.

Student Focus which is defined as follows: “We will place students and their success as the driving force behind our decisions.” The IISD is in business to provide services to students and by extension to their families. The IISD employs administrators, teachers, support staff, and engages contractors and vendors in order to provide students with the best possible services. The IISD Board must always ask the question “how does this help students and is this the best way to help our students?”



School Board Candidate Biographical Information

Name: Lori Zajac

Address: 3840 Lone Pine Dr, Apt #3
Holt MI 48842

School district where you currently reside: Holt Public Schools

Educational background: Graduate of Lansing Community College – 1982
Graduate of Holt Public Schools – 1980

Present occupation: Account Executive at JFP Benefit Management, Inc. (Sept. '99 to Current)
(Third Party Administrator/Group Life-Health Insurance Agent)

Previous board experience; please include years of services:

Ingham Intermediate School District Board of Education – August 2018 to Current
Holt Public Schools Board of Education – November 2005 through June 2017
-Vice President (2014) & President (2015-2017)
Ingham School Officers Association-ISOA Representative – 5 Years
-President (2016/17)

Other public service or volunteer experience; please include years of service:

BSA/CubMaster for Pack 640 (8 years)
Co-Chairperson of Horizon Elementary Organization of Parents/Staff-PTO (4 years)
Destination Imagination-Reg'l Sales/Mktg Coordinator & Team/Account Administrator (7 years)
Holt Athletic Booster Club
-Football Rep-7 years; Executive Board Secretary-3 years
Judson Memorial Baptist Church - Lansing
-Financial Secretary-8 years; Elder Board Secretary-9 years; Church Clerk-2 years

Any other information you would like to share with the constituent districts which may assist them in learning more about you, focusing on why you want to serve on the Ingham ISD Board of Education.

See Next Page



Any other information you would like to share with the constituent districts which may assist them in learning more about you, focusing on why you want to serve on the Ingham ISD Board of Education.

For much of the same reason that my family chose to become part of the Ingham Intermediate School District when I was very young (as part of the Holt/Dimondale community back in 1968), my husband and I similarly chose to remain within the area/district when starting our own family over 30 years ago...predominantly because of the exceptional schools and educational opportunities within Ingham County. It has always been with a tremendous amount of pride and conviction that our entire family has strived to maintain very active roles within the community at large...with most of our time & energy focused on various school programs and/or student-athlete organizations. Based on that strong desire to 'serve' in some capacity or another, my motivation has always been the passion I have for encouraging and/or creating opportunities for *all* students/children. Having the chance to be a part of anything that supports, promotes and provides for a world class education for each & every one of them has always been a privilege...and a responsibility that I do not take lightly.

In the midst of recent challenges facing us all (from pandemics to matters of safety to ongoing financial demands, etc.), it has become an even bigger priority to be part of a team/board that emphasizes the importance of steady, thoughtful guidance for our administrators, teachers, staff, students and families at the ISD & Local Districts. Even in the midst of those very unique & ever-evolving obstacles, it remains an honor to play a small part in the process of navigating those challenges while never losing sight our key goal and the importance of maintaining and encouraging high quality educational/vocational opportunities for all students...the type of learning opportunities that are present & are continuing to develop right here in Mid-Michigan. I strive to support the ongoing initiatives that are genuinely aimed at enhancing student learning performance & solid educational programs in Ingham County...all within a rapidly evolving environment based on those very unique & extremely pressing challenges for which we must always be prepared to adapt and respond to quickly - for the continued safety and educational support for all of our learners/families/staff.

I thank you for any consideration you are willing to extend to me as a continuing member of the Ingham Intermediate School District's Board of Education. Please do not hesitate to contact me directly if you have any additional questions...I am always interested in hearing your opinions and (for those of you that know me personally can attest), I eagerly look forward to discussing 'all things education' at every opportunity! Your support in the upcoming election...along with the ongoing work you all devote to the students in Ingham County is sincerely appreciated.

Thank you,
Lori Zajac

RESOLUTION DESIGNATING DISTRICT'S ELECTION REPRESENTATIVE

[To be adopted on or after May 15, 2023]

_____ (the "District")

A _____ meeting of the board of education of the District (the "Board") was held in the _____, within the boundaries of the District, on the _____ day of _____, 2023, at _____ o'clock in the ___ PM

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS:

1. The biennial election of the Board of Ingham Intermediate School District, Michigan (the "ISD Board") will be held on Monday, June 5, 2023; and

2. The members of the ISD Board will be elected by an electoral body composed of one (1) person designated by the board of each of the constituent school districts; and

3. In accordance with Section 614(2) of the Revised School Code, MCL 380.614(2), this Board desires to designate _____ as this District's proposed representative and _____ as an alternate designated representative in the event the designated representative is unable to attend and further desires to direct said representative and alternate to vote on behalf of this Board for a specific candidate.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board does hereby approve the designation of _____ as the representative of this Board for the electoral body, which body will elect two (2) candidates to the vacancies on the ISD Board on Monday, June 5, 2023 and _____ as an alternate in the event the designated representative is unable to attend.

2. The designated representative and alternate are further directed to cast a vote on the first ballot on behalf of this Board for _____ and _____.

3. The Secretary of this Board is hereby further directed to file a certified copy of this resolution with the Secretary of the ISD Board.



4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a _____ meeting held on _____, 20__, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education



East Lansing
Public Schools

Dori Leyko, Superintendent * dori.leyko@elps.us
501 Burcham Drive, East Lansing, MI 48823 * p 517-333-7424 * f 517-333-7470 * elps.us

To: ELPS Board of Education Members

From: Dori Leyko, Superintendent

Date: May 17, 2023

Re: East Lansing High School Principal - Recommendation for Hire

It is with great pleasure that I recommend Mrs. Ashley Schwarzbek for the position of East Lansing High School Principal. Mrs. Schwarzbek participated in a first-round interview on May 9 and a second-round interview on May 12. Ten candidates submitted applications for the position - five candidates were interviewed by the full committee, and Mrs. Schwarzbek was recommended to move forward to a final interview with Superintendent Dori Leyko, Assistant Superintendent Glenn Mitcham and Director of Student Support Services Nick Hamilton.

The interview process was facilitated by Rulesha Glover-Payne, Chief Human Resources Officer, and the committee consisted of the following individuals:

- Klaudia Burton, Director of Equity and Social Justice
- Quiana Davis, ELHS Associate Principal
- Nikki Norris, ELHS Director of Athletics and Activities
- Mark Pontoni, ELHS teacher and ELEA Vice-President
- Patti Sanchawala, ELHS teacher
- Jillee Horn, ELHS teacher
- Kevin Mayes, ELHS teacher
- Michael Voldek, ELHS paraprofessional
- Debbie Walton, ELHS parent/guardian
- Jesse Draper, ELHS parent/guardian
- Dionnedra Bond, ELPS parent/guardian
- Mya Terranova, ELHS student
- J.D. Hawthorne, ELHS student
- Gabrielle Sewavi, ELHS student

Mrs. Schwarzbek is a graduate of Leslie High School. She went on to earn her Bachelor of Science Degree from Ferris State University and her Master of Arts Degree in Educational Leadership from Central Michigan University. Mrs. Schwarzbek holds a secondary teaching certificate and school administrator certificate. Prior to joining East Lansing Public Schools in January 2020 as a high school Associate Principal, Mrs. Schwarzbek taught Social Studies and was a Restorative Practices Facilitator at Charlotte High School. Most recently, she has served as the ELHS Acting/Interim Principal since February 2023.

Mrs. Schwarzbek's colleagues and staff spoke highly of her character, leadership skills and commitment to equity and social justice. I am confident that Mrs. Schwarzbek will be an outstanding leader for East Lansing High School.

Thank you for your consideration of this recommendation.

**East Lansing Public Schools
School Administrator Contract of Employment**

Pursuant to Section 1229(2) of the Revised School Code the Board of Education (“Board”) of the East Lansing Public Schools (“District”) employs Ashley Schwarzbek (“Administrator”) for a period beginning July 1, 2023 and ending on June 30, 2025, according to the terms and conditions of this Contract of Employment as specifically described below. Any extension of this Contract requires the express approval of the Board.

1. **Duties.** The Administrator shall perform the duties of High School Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board and implemented under the supervision and direction of the Superintendent.

- A. The Administrator’s assigned position is for Two Hundred Twenty-Four (224) work days per Contract year.
- B. The Administrator acknowledges the ultimate authority of the Board and Superintendent as to his/her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.
- C. The Administrator is subject to assignment and transfer to another position of administrative employment in the District at the discretion of the Board or its Superintendent.

2. **Qualifications.** The Administrator represents that he/she possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

- A. As a condition of his/her continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
- B. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Administrator agrees to devote his/her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board’s policies and educational programs.

- A. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which he/she is responsible as required by state and federal law, Board policies, regulations, and directives, those directives issued by the Superintendent.
- B. The Administrator pledges to use his/her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his/her responsibility.

C. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the District to enhance its operations and will use his/her best efforts to maintain and improve the quality of the District's programs and services.

4. **Performance Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee in writing and at least annually. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

5. **Compensation.** The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Twenty-Eight Thousand Dollars (\$128,000) for Contract year 2023-2024, and One Hundred Thirty-One Thousand Eight Hundred Forty Dollars (\$131,840) for Contract year 2024-25 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

A. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.

B. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.

C. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.

D. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive the above compensation increases for Contract years 2023-2024, and 2024-2025 if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.

6. **Flex Days.** An Administrator 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:

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

B. The Administrator 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.

7. **Tax-Deferred Annuity.** At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

8. **Reimbursed Expenses.** Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of his/her duties as a District Administrator, including mileage, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

9. **Professional Development.** Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum of Two Thousand Dollars (\$2,000) per Contract year toward payment of college/university coursework, conference attendance, and professional membership dues which appropriately support the Administrator's role. College/university coursework may be reimbursed upon completion provided the Administrator received a grade of 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand Dollar (\$2,000) allotment is subject to prior approval by the Superintendent.

10. **Mentor.** A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

11. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for the following insurance programs or comparable programs, subject to possible modification as stated below. These payments shall be made to provide insurance coverage for the Contract year (July 1 – June 30). When necessary to assure uninterrupted participation coverage, premium payments on behalf of the Administrator shall be paid retroactively or prospectively. If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of Two Hundred Forty-Three Dollars (\$243) per month in lieu of insurance provided the Administrator signs the district's Waiver of Medical Coverage form.

A. *Health and hospitalization insurance:* The Board shall make premium payments on behalf of the Administrator and his/her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible; \$20 OV, \$25 UR, \$50 ER or MESSA ABC Plan 1. If the Administrator elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Administrator's health savings account per calendar year (note, the amount shall be prorated based on the month of the Employee's election): \$1,000 for single subscriber or \$2,000 for two-person or family subscribers. The Employee will be responsible, through payroll deduction for payment of the medical benefit plan cost attributable to the applicable enrollment category (i.e., single subscriber, two-person, family) as follows:

a. *If electing MESSA ABC Plan 1 – 20% or*

- b. *If electing MESSA Choices II – 20% of MESSA ABC Plan 1, plus 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1 or*
 - c. *The amount above the State defined “hard caps” per MCL 15.563 should the Board take formal action to comply with the Public Act 152 of 2011 by limiting its share of employee medical benefit plan costs to the State “hard cap” amounts.*
- B. *Dental insurance:* The Board shall provide a dental insurance program at 100% of Class I benefits, 80% Class II benefits, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.
- C. *Vision insurance:* The Board shall provide MESSA Vision Services Plan 3 (VSP-3).
- D. *Term life insurance:* The Board shall provide the Administrator with group life insurance protection at a rate of two (2) times the sum of the Administrator’s current contracted salary; said insurance policy is payable to the Administrator’s designated beneficiary with provisions for double indemnity in the event of accidental death. Group life insurance protection shall not exceed \$225,000.
- E. *Long-term disability insurance:* The Board shall provide the Administrator an insured income continuation plan for disability extending beyond the Administrator’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Administrator’s income from the tenth (10th) working day following the exhaustion of sick days and continuing to ninety (90) days at which time the long term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Note: The above insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator’s then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

12. **Premium Share.** The Administrator agrees that the Board has the right to allocate responsibility to the Administrator to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. This contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The Board will notify the Administrator of the premium amount for which he/she is responsible in excess of the Board-paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator’s responsibility shall be payroll-deducted from the Administrator’s compensation.

13. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and program identified above, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits listed in above.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability for insurance benefits.

14. **Errors and Omissions Insurance.** The Board agrees to 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/her authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

- A. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

15. **Vacation.** An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- A. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- C. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

16. **Holidays.** Consistent with the District's calendar, the Administrator 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, and Independence Day (260 work day Administrators only).

17. **Sick Leave.** The Administrator shall accrue sick leave at the rate of one (1) work day for each month or partial month worked in any school year. Unused sick leave days shall accumulate without limit.

- A. The Administrator may use sick leave for personal illness or injury, as well as for medical, dental, optical, or other health-related examinations and treatments, and for attendance at the funeral service of persons whose relationship to the Administrator warrants such attendance.
- B. Any medical appointments related to the Administrator's on-the-job injury will not be charged against the Administrator's sick leave.
- C. If the Administrator uses seven (7) consecutive sick leave days, the Superintendent or designee may require the Administrator to submit to a medical examination by a physician selected by the Superintendent or designee. Any such examination will comply with the procedures in ¶ 20 (Medical Examination). Further, the Superintendent or designee may require medical verification whenever abuse of sick leave is suspected.
- D. The Administrator may also use up to twelve (12) days each Contract year to attend to the following issues for a member of the Administrator's immediate family: illness, short-term emergency care, medical care, child care, or elder care. Certification by the attending physician may be required. Immediate family for purposes of this provision includes: current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
- E. Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).
 - i. Proof of retirement application is required for this payment.
 - ii. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
 - iii. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

18. **Other Absences.** The following absences from the Administrator's duties will be paid and not charged against the Administrator's sick leave:

- A. *Professional Development.* The Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee
- B. *Personal Business Leave Days.* Upon written application to the Superintendent or designee, the Administrator may be granted up to three (3) days per Contract year for personal business which by its nature cannot be scheduled outside of the school hours. Personal business leave days shall not be used to extend vacation or holiday periods. Unused personal business leave days will be converted to sick leave days.
- C. *Funeral Leave.* The Administrator shall be entitled to receive up to five (5) days per Contract year due to each death in the immediate family, which shall be interpreted to mean current

spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

- D. *Jury Duty.* The Administrator's absence for jury service requires the Administrator to endorse the jury duty remuneration and submit it to the District.
- E. *School-Related Injury/Litigation.* The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

19. **Disability Leave.** In the event of the Administrator's mental or physical incapacity to perform the duties of his/her assignment, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon using leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.
- B. The Administrator may request a ninety (90) work-day unpaid leave extension in the event of his/her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness-for-duty certification from the Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

20. **Medical Examination.** The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
- C. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

21. **No Tenure In Position.** The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment requiring certification with the District.

22. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

23. **Termination.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Administrator materially breaches the terms and conditions of this Contract, or for any other reason determined to be sufficient by the Board.

- A. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. 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.

24. **Layoff.** This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

25. **Arbitration.** If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from his/her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

26. **Limitations.** The Administrator agrees that any claim or suit for breach of this Contract or otherwise arising out of the Administrator's employment with the Board must be filed no more than six (6) months after the date of the act or omission 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 this contractual six (6) month limitations period 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 lawsuit, it is the parties' intent that the court will 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.

27. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current 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, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and 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 Superintendent.
- 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.

28. **Separability.** 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).

29. **Authorization.** This Contract is executed on behalf of the School District pursuant to Board action taken on **May 12, 2023**.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first written above.

Date: _____

 ADMINISTRATOR

EAST LANSING PUBLIC SCHOOLS

Date: _____
 By: _____
 Superintendent

Date: _____
 By: _____
 Board President

Date: _____
 By: _____
 Board Secretary