



# East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting  
June 26, 2023 - 7:00 PM  
Board Room  
509 Burcham Drive  
East Lansing, Michigan 48823



## Agenda

### I. Opening of Meeting

A. *Call to Order*

B. *Roll Call*

C. *Mission Statement: Nurturing Each Child, Educating All Students, Building World Citizens*

D. *Approval of Agenda*

*Motion: The Board of Education approves the June 26, 2023 regular meeting agenda, as presented.*

E. **Approval of Minutes**

**Motion: The Board of Education approves the June 12, 2023 regular meeting minutes, as presented.**

1. June 12, 2023

4

### II. Recognition

A. Retirement - Tina Crawford

### III. Superintendent's Report

### IV. Consent Agenda

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

#### A. New Hires

11

1. Hiring of **Khatrina Brazee** 1.0 FTE P.E. Teacher at East Lansing High School at BA Step 13 effective **August 21, 2023**.

2. Hiring of **Matthew Himmelpach** 1.0 FTE Art Teacher at Red Cedar Elementary at BA Step 9 effective **August 21, 2023**.

3. Hiring of **Jennifer Peatross** 1.0 FTE Guidance Counselor at East Lansing High School at MA Step 9 effective **August 28, 2023**.

B. MHSAA Membership Resolution 2023-2024

14

V. **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.

VI. **Action Items**

A. **Approval of Contract for Mr. Jeffrey Lampi, East Lansing High School Associate Principal** **16**

*Motion: The Board of Education approves the contract for Mr. Jeffrey Lampi, East Lansing High School Associate Principal, as presented.*

B. **Approval of Contract for Ms. Dorcas Shumake, East Lansing High School Dean of Student Success** **26**

*Motion: The Board of Education approves the contract for Ms. Dorcas Shumake, East Lansing High School Dean of Student Success, as presented.*

C. **Approval of Contract for Mr. Melvin White, MacDonald Middle School Dean of Student Success** **32**

*Motion: The Board of Education approves the contract for Mr. Melvin White, MacDonald Middle School Dean of Student Success, as presented.*

VII. **Committee Reports**

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee

VIII. **Announcements**

IX. **Superintendent Evaluation**

A. **Closed Session**

*Motion: The Board of Education meet in **closed session** for discussion related to the Superintendent's Evaluation as permitted by Section 8(a) of the Michigan Open Meetings Act.*

B. Roll Call Vote

X. **Adjournment**

***Respectfully Submitted,***

***Dori Leyko  
Superintendent***

## I. Opening of Meeting

### I.A. Call to Order

Board President Terah Chambers called the meeting to order at 7:00 pm.

### I.B. Roll Call

Dr. Terah Chambers:	Present
Ms. Amanda Cormier:	Absent
Dr. Kath Edsall:	Present
Ms. Tali Faris-Hylen:	Present
Ms. Monica Fink:	Present
Dr. Elizabeth Lyons:	Present
Mr. Chris Martin:	Present
Ms. Dori Leyko	Present

Present: 7, Absent: 1.

### I.C. Mission Statement: Nurturing Each Child, Educating All Students, Building World Citizens

The mission statement was read by Trustee Chris Martin.

### I.D. Approval of Agenda

Motion 22-23/116: The Board of Education approves the agenda of the June 12, 2023, regular meeting, as presented.

This motion, made by Dr. Elizabeth Lyons and seconded by Ms. Tali Faris-Hylen, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

### I.E. Approval of Minutes

Motion 22-23/117: The Board of Education approves the minutes of the May 8, 2023, regular meeting and the May 19, 2023, special meeting, as presented.

I.E.1. May 8, 2023 regular meeting

I.E.2. May 19, 2023, special meeting

This motion, made by Dr. Elizabeth Lyons and seconded by Mr. Chris Martin, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

## II. Recognition

### II.A. 2023 Retirements

- Terri Cregg
- Emily Dunn
- Patricia Kroth
- Sherry Martin
- Sheryl Scott
- Diane Stone

### II.B. Educator of the Year - Kathryn Kluzak

Kathryn Kluzak, a kindergarten teacher at Robert L. Green Elementary won 2023 Educator of the year. Ms. Kluzak has been an educator for nine years, the last seven with East Lansing Public Schools. Ms. Kluzak was nominated by her colleague and co-teacher, Madison Brosky and was awarded a \$10,000 prize.

Hundreds of educators from across the state were nominated for an [Excellence In Education](#) weekly award during the ninth year of the program and 34, including Ms. Kluzak, were selected to win a weekly award.

Big congrats to Ms. Kluzak!

### II.C. Additional Recognition

Congrats to our ELHS Track & Field stars that qualified for states:

Boys Sam Booth, Eden Lampi, Evan Newcombe, Temilola Okubanjo, and Ryan Sunderman

Girls Janell Brown, Tyrah Daniels, Anna Delgado, Nia Long, Lola Fore-Ogunfolabi and Gabrielle Pruitt.

East Lansing High School was selected by the MHSAA to host quarterfinals for boys lacrosse, which took place on Saturday, June 3 as well as semifinals for girls lacrosse, which took place on Wednesday, June 10. We are proud to have been chosen to host these components of the State tournament due in big part to our upgraded and state of the art facilities!

## III. Superintendent's Report

No Superintendent Report

## IV. Presentation

IV.A. A STEAM Experience, Carin McEvoy, Donley Music Teacher

IV.B. 2023-24 Budget, Richard Pugh, Director of Finance and Operations

Discussion followed.

## V. Public Hearing - 2023-24 Proposed Budget

V.A. Opening of Public Hearing with comments from Richard Pugh, Director of Finance and Operations

V.B. Public Comment on 2023-24 Proposed Budget

- Mark Pontoni - Budget

V.C. Conclude Public Hearing

## VI. Consent Agenda

*Motion: 22-23/118: The Board of Education approves the consent agenda to include the following:*

VI.A. Amended 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 **August 21, 2023**.

VI.B. New Hires

VI.B.1. Hiring of **Emma Surbrook** 1.0 FTE School Social Worker at Glencairn Elementary at MA Step 3 effective August 21, 2023.

VI.B.2. Hiring of **Kylie Fritz** 1.0 FTE 3rd Grade Teacher at Donley Elementary at BA Step 3 effective August 21, 2023.

VI.B.3. Hiring of **Shannon Austin** 1.0 FTE Speech and Language Pathologist at Red Cedar Elementary at MA Step 14 effective August 21, 2023.

VI.C. Leave of Absence

VI.C.1. The Board of Education approves the request for an unpaid parental leave of absence for High School teacher, Jacqui Carroll for the 2023-2024 school year.

VI.C.2. The Board of Education approves the request for an unpaid leave of absence for High School teacher, Nicole Heggelund for the 2023-2024 school year.

VI.C.3. The Board of Education approves the request for an unpaid leave of absence for Robert L. Green Elementary teacher, Katherine Fisher for the 2023-2024 school year.

VI.C.4. The Board of Education approves the request for an unpaid leave of absence for Robert L. Green Elementary teacher, Katharine Hutton for the 2023-2024 school year.

This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

**VII. 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.

- Brad Lutz - ELPS Culture

### VIII. Board Discussion

No Board Discussion

### IX. Action Items

#### IX.A. World Language Department trip to France and Spain

*Motion 22-23/119: The Board of Education approves the attached proposal from Ms. Christopoulos, to travel to France and Spain, June 10 - 18, 2024.*

This motion, made by Ms. Tali Faris-Hylen and seconded by Mr. Chris Martin, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

Discussion followed.

#### IX.B. High School Band and Orchestra Ensembles Trip to Cleveland, Ohio

*Motion 22-23/120: The Board of Education approves the trip request from David Larzelere and Dave Rosin for a high school Band and Orchestra Ensembles trip to Cleveland, Ohio in May 2024.*

This motion, made by Dr. Kath Edsall and seconded by Dr. Elizabeth Lyons, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

#### IX.C. Revisions to Policies 3109 Curricular Animals and 5206A Student Discipline - Due Process

*Motion 22-23/121: The Board of Education approves the revisions to Policy 3109 - Curricular Animals and Policy 5206A Student Discipline - Due Process, as presented.*

This motion, made by Dr. Kath Edsall and seconded by Mr. Chris Martin, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

Discussion followed.

**IX.D. Suspension of Pay-to-Participate Fees**

*Motion 22-23/122: The Board of Education approves the continuation of the suspension of the athletic and theater pay-to-participate fees for fiscal year 2023-24.*

This motion, made by Mr. Chris Martin and seconded by Dr. Elizabeth Lyons, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

Discussion followed.

**IX.E. Certification of form L-4029 (2023 Tax Rate Request)**

*Motion 22-23/123: The Board of Education approves the 2023 millage rates to be levied on July 1, 2023 as calculated per the Michigan Department of Treasury form L-4029 as presented.*

This motion, made by Dr. Kath Edsall and seconded by Ms. Tali Faris-Hylen, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

Discussion followed.

**IX.F. 2023 - 24 Original Budget**

**IX.F.1. General Fund**

*Motion 22-23/124: The Board of Education adopts the 2023-2024 Original Budget resolution for the General Fund as presented on pages 5-6 of the Budget Book.*

This motion, made by Dr. Kath Edsall and seconded by Ms. Tali Faris-Hylen, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

**IX.F.2. Food Service Fund**

*Motion 22-23/125: The Board of Education adopts the 2023-2024 Original Budget resolution for the Food Service Fund as presented on page 7 of the Budget Book.*

This motion, made by Mr. Chris Martin and seconded by Dr. Kath Edsall, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

**IX.F.3. Student/School Activity Fund**

*Motion 22-23/126: The Board of Education adopts the 2023-2024 Original Budget resolution for the Student/School Activity Fund as presented on page 8 of the Budget Book.*

This motion, made by Dr. Elizabeth Lyons and seconded by Dr. Kath Edsall, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye  
Aye: 6, Nay: 0, Absent: 1

#### **IX.G. ELESPE (Paraprofessionals) CBA**

*Motion 22-23/127: The Board of Education approves the following change to the agreement between the East Lansing Board of Education and the East Lansing Educational Support Association (ELESPE) covering the period of January 1, 2022 through June 30, 2024 pending ELESPE ratification.*

#### **Article 16 Insurance - A(1) paragraph 3:**

*For new hires after June 30, 2024, the Board will only pay 80% of the medical benefit plan costs of the single subscriber health insurance benefit (which is less the 20% employee premium share cost). If a new hire wants two-person or full-family health insurance coverage, they must pay the cost differential from the single subscriber medical benefit plan costs.*

This motion, made by Dr. Kath Edsall and seconded by Dr. Elizabeth Lyons, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

Discussion followed.

#### **IX.H. Playground Improvements Bid**

*Motion 22-23/128: The Board of Education awards the playground improvements bid to Penchura, LLC in the amount of \$180,157.*

This motion, made by Dr. Kath Edsall and seconded by Ms. Tali Faris-Hylen, Passed.

Ms. Amanda Cormier: Absent, Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Ms. Monica Fink: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye

Aye: 6, Nay: 0, Absent: 1

#### **X. Committee Reports**

##### **X.A. Academic and Technology Committee**

- No meeting scheduled. Will reconvene in August.

##### **X.B. Facilities Committee**

- Meeting on June 9 discussed:
  - Community gardens;
  - Playground bid – approved tonight;
  - Track and tennis court hours for the summer;
  - Deep cleaning throughout the district;

- Items from Billy Hastings:
  - Retention ponds at Glencairn;
  - Handling all mowing throughout the district and keeping up with it;
  - Pool roof is being installed. The pool is protected; should be completed by July 15
- Next meeting is August 17 @12:30 pm.

X.C. Finance Committee

- Next meeting is scheduled for June 21 at 12:30 pm.

X.D. Intergovernmental Relations

- No meeting scheduled.
-  [Intergovernmental\\_Committee\\_Updates\\_for\\_06122023.pdf](#)

X.E. Personnel Committee

- Meeting on May 30 discussed:
  - Superintendent's evaluation – will be done June 26 – MASB will be at the meeting to facilitate;
  - Hiring procedures – Rulesha Glover Payne updated for new Personnel Committee;
  - No meeting scheduled.

X.F. Policy Committee

- Next meeting is scheduled for June 21 at 10:30 am.

**XI. Announcements**

- PRIDE month - important to show support for the LGBTQIA+ community. Take a moment to celebrate the community.  
Juneteenth – June 19; Celebration at Lake Lansing Park on June 17.

**XII. Adjournment**

The meeting adjourned at 8:30 pm.

---

President

---

Secretary



East Lansing  
Public Schools

## MEMORANDUM

---

**TO:** Board of Education

**FROM:** Dori Leyko  
*Superintendent of Schools*

**SUBJECT:** Human Resources Action Item

**DATE:** June 20, 2023

**Hire**

It is recommended that the Board approve the hiring of **Khatrina Brazee** 1.0 FTE P.E. Teacher at East Lansing High School at BA Step 13 effective August 21, 2023.



East Lansing  
Public Schools

## MEMORANDUM

---

**TO:** Board of Education

**FROM:** Dori Leyko  
*Superintendent of Schools*

**SUBJECT:** Human Resources Action Item

**DATE:** June 20, 2023

**Hire**

It is recommended that the Board approve the hiring of **Matthew Himmelspach** 1.0 FTE Art Teacher at Red Cedar Elementary at BA Step 9 effective August 21, 2023.



## MEMORANDUM

---

**TO:** Board of Education

**FROM:** Dori Leyko  
*Superintendent of Schools*

**SUBJECT:** Human Resources Action Item

**DATE:** June 20, 2023

**Hire**

It is recommended that the Board approve the hiring of **Jennifer Peatross** 1.0 FTE Guidance Counselor at East Lansing High School at MA Step 9 effective August 28, 2023.

The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. **It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.**

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

## MEMBERSHIP RESOLUTION

For the year August 1, 2023 — through July 31, 2024

14

### LIST ON BACK

\_\_\_\_\_ the School(s) which are under the direction of this Board of Education/Governing Body.

*(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2023-24 must be listed on the back of this form)*

East Lansing Public Schools City/Township of East Lansing

County of Ingham, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2023 and shall remain effective until July 31, 2024, during which the authorization may not be revoked.

### RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

East Lansing Public School(s), on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

ELPS Board of Education

(Governing Body Name)

509 Birchman Dr

(Address)

East Lansing 48823

(City & Zip Code)

Kelly.honigward@elps.us

(Contact E-mail)

Board Secretary Signature  
or Designee

Check if Designee

# Schools Which Are To Be MHSAA Members During 2023-24

**NOTE:** Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th-grade students.

B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.

## Name the Member High School(s)

List separately from JH/MS even if all grades are housed in the same building.

1. East Lansing High School
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_

If necessary, list additional schools for either column on a separate sheet.

## Name the Member Junior High /Middle School(s)

*(member 6th, 7th and 8th-grade buildings)*

List separately from HS even if all grades are housed in the same building.

1. Macdonald Middle School  
 Name of Member School  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): 6-7-8  
 Provide anticipated 2023-24 7th and 8th-grade enrollment 580  
 Provide anticipated 2023-24 6th-grade enrollment 259  
 Grade levels for membership: 6  7  8   
 1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_
2. \_\_\_\_\_  
 Name of Member School  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2023-24 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2023-24 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6  7  8   
 1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_
3. \_\_\_\_\_  
 Name of Member School  
 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): \_\_\_\_\_  
 Provide anticipated 2023-24 7th and 8th-grade enrollment \_\_\_\_\_  
 Provide anticipated 2023-24 6th-grade enrollment \_\_\_\_\_  
 Grade levels for membership: 6  7  8   
 1. **Yes or No (circle one)** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.  
 \_\_\_\_\_

**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 Jeffrey Lampi (“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 Associate 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 Ninety Four Thousand Five Hundred Dollars (\$94,500) for Contract year 2023-2024 and Ninety Seven Thousand Three Hundred Thirty-Five Dollars (\$97,335) for Contract year 2024-2025 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 increase for Contract year 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 June 26, 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

# CONTRACT

## CONTRACT OF EMPLOYMENT

### SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Dorcas Shumake (*hereinafter* "Supervisor") that the Board employs the said Dean for Student Success for fiscal years 2023-2024 and 2024-2025 according to the terms and conditions as described and set forth herein as follows:

1. **TERM**

The Supervisor shall perform the duties of Dean for Student Success as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. **DUTIES**

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. **COMPENSATION**

The Supervisor shall be paid at an annual salary rate of Seventy Thousand dollars (\$70,000) for Contract year 2023-2024 and Seventy-Three Thousand One Hundred Fifty dollars (\$73,150) for Contract year 2024-2025. 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.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the

amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

**4. WORK SCHEDULE**

The Supervisor's work schedule shall follow the teacher calendar for fiscal years 2023-2024 and 2024-2025.

**5. EVALUATION**

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

**6. 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 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 Supervisor materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

**7. DISABILITY or INCAPACITY**

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she 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 Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, 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 Supervisor, it may require a second opinion, at Board expense.

**8. TENURE**

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

**9. 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 to the extent allowed by Board Policy and/or Law.

**10. AUTOMOBILE**

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

**11. 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 somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. 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. 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

**12. SICK LEAVE AND PERSONAL LEAVE**

The Supervisor is credited ten (10) days of sick leave days annually.

The Supervisor 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 Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor'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.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the

jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.

3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. 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.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

**13. 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 submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

**14. 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. 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. 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. 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.

**20. 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).

**21. GOVERNING LAW**

Supervisor agrees that any claim or suit arising out of 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. 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 School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Dean for Student Success

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date By: \_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Secretary of the Board of Education

### **ADDENDUM A**

**Health Insurance** – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor’s 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 Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor’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 Supervisor 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.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district’s Waiver of Medical Coverage form.

**Dental Insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

**Vision Insurance** - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

**Term Life Insurance** - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor’s designated beneficiary with double indemnity in the event of accidental death (AD&D).

**Long-Term Disability Insurance** - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor’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.

**Terminal Leave** - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.

# CONTRACT

## CONTRACT OF EMPLOYMENT

### SUPERVISOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Melvin White (*hereinafter* "Supervisor") that the Board employs the said Dean for Student Success for fiscal years 2023-2024 and 2024-2025 according to the terms and conditions as described and set forth herein as follows:

1. **TERM**

The Supervisor shall perform the duties of Dean for Student Success as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent or designee. The Supervisor agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent or designee. Supervisor acknowledges the ultimate authority of the Board and Superintendent or designee with respect to his/her responsibilities and directions related thereto.

2. **DUTIES**

The Supervisor agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent or designee and to comply with the directives of the Board and Superintendent or designee with respect thereto. Further, Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School District for which s/he is responsible during the entire term of this Agreement.

3. **COMPENSATION**

The Supervisor shall be paid at an annual salary rate of Sixty-Five Thousand dollars (\$65,000) for Contract year 2023-2024 and Sixty-Seven Thousand Nine Hundred Twenty-Five dollars (\$67,925) for Contract year 2024-2025. 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.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due the Supervisor upon separation shall be remitted by the Board to him/her as soon as such amounts can diligently be determined and paid. Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the

amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

**4. WORK SCHEDULE**

The Supervisor's work schedule shall follow the teacher calendar for fiscal years 2023-2024 and 2024-2025.

**5. EVALUATION**

The Supervisor's performance shall be evaluated by the Superintendent or designee at a minimum of once every two years.

**6. 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 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 Supervisor materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

**7. DISABILITY or INCAPACITY**

In the event of Supervisor's mental and/or physical incapacity to perform the duties of his/her office, he/she 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 Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, 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 Supervisor, it may require a second opinion, at Board expense.

**8. TENURE**

The parties agree that the Supervisor is not eligible for and is denied tenure in any capacity including but not limited to an administrative, classroom or non-classroom capacity. Supervisor does not hold nor has ever held classroom or administration certification in Michigan or any other state and will notify Superintendent if course work is undertaken to obtain such classroom or administration certification.

Supervisor agrees that he is not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

**9. 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 to the extent allowed by Board Policy and/or Law.

**10. AUTOMOBILE**

Mileage for trips outside the Tri-County (Clinton-Eaton-Ingham) boundaries will be paid at the then-current IRS mileage rate upon the submission of documented mileage forms for preapproved trips. All mileage submissions for the fiscal year must be submitted to the employee's supervisor no later than June 30.

**11. 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 somewhat similar coverage, as determined by the Board, is maintained during the term of this Contract. 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. 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. The Supervisor is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage and for payment of premium copays and deductibles required by the insurance plan, third-party administrator, School Board Policy, or State Law. The School District, by payment of its required premium payments to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

**12. SICK LEAVE AND PERSONAL LEAVE**

The Supervisor is credited ten (10) days of sick leave days annually.

The Supervisor 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 Supervisor warrants such attendance.

The Supervisor may use up to ten (10) days each Contract year to attend to the following issues for a member of the Supervisor'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.

Unused sick leave days will accumulate without limit. The Supervisor shall also receive two (2) personal business days annually. Those days, if not used, will be added to the sick bank at the end of each contract year.

Leave of absence with pay not chargeable against the Supervisor's sick leave allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for each death in the Employee's immediate family, which shall be interpreted to mean the Employee's current spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.
2. Absence when employees are called for jury service. Employees who serve on jury-duty will draw their regular salary check from the Employer and endorse the

jury duty check and return it to the Employer within three (3) school days of receiving the jury duty check. Employee will be reimbursed for any jury mileage paid on the endorsed jury duty check.

3. Court appearance as a witness in any case connected with the Supervisor's employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings that involve Supervisor's employment responsibilities. 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.
4. For attending approved education conferences.
5. Any medical appointments related to the Supervisor's on-the job injury.

**13. 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 submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of his/her reasonable and necessary expenses.

**14. 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. 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. 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. 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.

**20. 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).

**21. GOVERNING LAW**

Supervisor agrees that any claim or suit arising out of 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. 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 School District of the City of East Lansing.

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education and School District, by its President, Secretary and Superintendent of Schools.

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Dean for Student Success

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date By: \_\_\_\_\_  
President of the Board of Education

\_\_\_\_\_  
Date By: \_\_\_\_\_  
Secretary of the Board of Education

### **ADDENDUM A**

**Health Insurance** – The Employer shall make premium payments on behalf of the Supervisor and the Supervisor’s 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 Supervisor elects MESSA ABC Plan 1 the Employer shall contribute the following amount to the Supervisor’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 Supervisor 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.

If the Supervisor does not elect medical coverage, he or she shall receive a \$243 monthly cash-in-lieu benefit provided the Supervisor signs the district’s Waiver of Medical Coverage form.

**Dental Insurance** - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefits with a \$1,500 lifetime maximum as provided by Delta Dental Insurance.

**Vision Insurance** - The Board shall provide without cost to the Supervisor MESSA Vision Services Plan 3 (VSP-3).

**Term Life Insurance** - The District shall provide without cost to the Supervisor \$50,000 group life insurance policy payable to the Supervisor’s designated beneficiary with double indemnity in the event of accidental death (AD&D).

**Long-Term Disability Insurance** - The Board shall provide the Supervisor an insured income continuation plan for disability extending beyond the Supervisor’s accumulated sick leave. The Board will guarantee sixty percent (60%) of the Supervisor’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.

**Terminal Leave** - If the Supervisor resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), he or she shall receive \$55 dollars per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed five thousand (\$5,000) dollars. To be eligible for this terminal leave payout the Supervisor shall complete ten (10) years of service to the District.