



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
July 24, 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 agenda for the July 24, 2023 regular meeting, as presented.

E. *Approval of Minutes*

Motion: The Board of Education approves the regular and closed session minutes of the June 26, 2023 regular meeting.

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II. Recognition

III. Superintendent Report

IV. 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.

V. Presentation

A. Safe Routes to Schools, Ginger Ogilvie and Karin Pfeiffer

VI. Consent Agenda

Motion: The Board of Education approves the consent agenda to include the following items:

A. New Hires

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1. Hiring of **Gary Lake** as a conditional hire until certification is issued - 1.0 FTE 3rd Grade Teacher at Robert L Green Elementary at BA Step 3 effective August 21, 2023.

2. Hiring of **Klarissa Bell** - 1.0 FTE P E Teacher at Robert L Green Elementary at BA Step 5 effective August 21, 2023.
3. Hiring of **Madelyn Panganis** - 1.0 FTE 1st Grade Teacher at Red Cedar Elementary at MA Step 7 effective August 21, 2023.
4. Hiring of **Holly Thornton** - 1.0 FTE Band Director at MacDonald Middle School at MA Step 15 effective August 21, 2023.
5. Hiring of **Caitlin Forhan** - 1.0 FTE Social Studies Teacher at MacDonald Middle School at BA Step 5 effective August 21, 2023.
6. Hiring of **Natalie Paiz** - 1.0 FTE Orchestra and Band Teacher at MacDonald Middle School at BA Step 3 effective August 21, 2023.
7. Hiring of **Caroline Moore** - 1.0 FTE Moderate Cognitive Impairments Teacher at MacDonald Middle School at BA Step 3 effective August 21, 2023.
8. Hiring of **Anna Threatt** - 1.0 FTE 2nd Grade Teacher at Glencairn Elementary at BA Step 5 effective August 21, 2023.

VII. **Action Items**

- | | |
|--|-------------------------|
| <p><u>A. Approval of Contract for Molly Williams, Whitehills Elementary Principal</u></p> <p><i>Motion: The Board of Education approves the contract for Molly Williams, Whitehills Elementary Principal, as presented.</i></p> | <p><u>11</u></p> |
| <p><u>B. Approval of Contract for Matt Morales, Director of Health and Safety</u></p> <p><i>Motion: The Board of Education approves the contract for Matt Morales, Director of Health and Safety, as presented.</i></p> | <p><u>21</u></p> |
| <p><u>C. Approval of Contract for Heather Findley, District Mental Health Coordinator</u></p> <p><i>Motion: The Board of Education approves the contract for Heather Findley, District Mental Health Coordinator, as presented.</i></p> | <p><u>31</u></p> |
| <p><u>D. Approval of Contract for Paul Shanks, Behavior Systems Specialist</u></p> <p><i>Motion: The Board of Education approves the contract for Paul Shanks, Behavior Systems Specialist, as presented.</i></p> | <p><u>37</u></p> |
| <p><u>E. Approval of Board Committee Descriptions</u></p> <p><u>Motion: The Board of Education approves the descriptions for the following Board Committees, as presented.</u></p> | |

1. Academic and Technology Committee	43
2. Facilities Committee	44
3. Finance Committee	45
4. Intergovernmental Committee	46
5. Personnel Committee	48
6. Policy Committee	49

VIII. **Committee Reports**

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

IX. **Announcements**

X. **Adjournment**

Respectfully Submitted,

*Dori Leyko
Superintendent*

I. Opening of Meeting

I.A. Call to Order

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

I.B. Roll Call

Dr. Terah Chambers: Present
Ms. Amanda Cormier: Present
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: 8. Absent: 0

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

The mission statement was read by Trustee Monica Fink.

I.D. Approval of Agenda

Motion: 22-23/129: *The Board of Education approves the June 26, 2023 regular meeting agenda, as presented.*

This motion, made by Mr. Chris Martin and seconded by Ms. Amanda Cormier, Passed.

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

Aye: 7, Nay: 0

I.E. Approval of Minutes

Motion: 22-23/130: *The Board of Education approves the June 12, 2023 regular meeting minutes, as presented.*

I.E.1. June 12, 2023

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

Ms. Amanda Cormier: Abstain (With Conflict), 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, Abstain (With Conflict): 1

II. Recognition

II.A. Retirement - Tina Crawford

III. Superintendent's Report

Communities In Schools Backpack Giveaway

Communities in Schools (CIS) is partnering with some local businesses to hold a backpack/school supply collection and giveaway this summer for ELPS students. The event is scheduled for August 11 and is targeted toward the collection of a specific list of school supply items for middle school and high school students, along with backpacks! CIS is collaborating with TechSmith, Michigan State University, CATA and MSUFCU in this project. More details to come – watch our Facebook page and my summer communication for updates!

School-Based Health Clinic Update

Last week, we held our third meeting with a district advisory group for the addition of a school-based health clinic in East Lansing High School. This project is the result of a partnership between the Ingham County Health Department and East Lansing Public Schools. The committee voted to apply for funds to support the full set of services that can be offered in a school-based clinic. That includes five full-time staff – a nurse, a nurse practitioner, a mental health provider and two medical assistants that also serve other roles like receptionists! Should the grant be awarded, we expect services to be available in early 2024.

New School Safety and Mental Health Positions

Like many school districts across the state, ELPS was awarded grant funds to improve safety and security and mental health and wellness for students and staff. These funds have restrictions on their use, and they can only be used to supplement, not supplant, current services, infrastructure, etc. These funds remain in the Governor's, Senate's and House's budget proposals for 2023-24, so we expect to secure additional funds next school year. Three grant-funded positions are currently posted through the availability of these grant funds:

- Director of Health and Safety
- District Mental Health Coordinator (replacing former District Wellness Leader position)
- Elementary Behavior Coach

Details about each of these positions can be found on the [ELPS website](#) under "Employment" – the postings close this Wednesday at 4:00 p.m.

Central Office closed Monday, July 3

Board offices will be closed Monday, July 3. Current hours through July 21 are Monday – Thursday, 8:00 a.m. – 4:00 p.m.

Discussion followed.

IV. Consent Agenda

Motion: 22-23/131: The Board of Education approves the Consent Agenda to include the following:

IV.A. New Hires

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

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

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

IV.B. MHSAA Membership Resolution 2023-2024

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

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

Aye: 7, Nay: 0

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.

No public comment.

VI. Action Items

VI.A. **Approval of Contract for Mr. Jeffrey Lampi, East Lansing High School Associate Principal**
Motion: 22-23/132: The Board of Education approves the contract for Mr. Jeffrey Lampi, East Lansing High School Associate Principal, as presented.

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

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

Aye: 7, Nay: 0

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

Motion: 22-23/133: The Board of Education approves the contract for Ms. Dorcas Shumake, East Lansing High School Dean of Student Success, as presented.

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

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

Aye: 7, Nay: 0

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

Motion: 22-23/134: The Board of Education approves the contract for Mr. Melvin White, MacDonald Middle School Dean of Student Success, as presented.

This motion, made by Ms. Tali Faris-Hylen and seconded by Ms. Amanda Cormier, Passed.

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

Aye: 7, Nay: 0

Discussion followed.

VII. Committee Reports

VII.A. Academic and Technology Committee

- No report. The committee has not met.

VII.B. Facilities Committee

- No report - Next meeting is scheduled for August 17 at 12:30 pm.

VII.C. Finance Committee

- No report. The committee has not met.

VII.D. Intergovernmental Relations

- [Intergovernmental Committee Updates for 06262023.](#)

VII.E. Personnel Committee

- No report. The committee has not met.

VII.F. Policy Committee

- Held meeting on June 21 and discussed:
 - Records Request form – working with Thurn.
 - Equity Policy – will discuss further after Goal Setting session in late July.
 - On-Boarding Policy for new Board members.
 - Behavior Threat Scanner – training attended by Dori and Glenn.
 - Social Media lawsuit – requires a 3-hour training by the district. Discussing if it is worth the commitment.

VIII. Announcements

Superintendent Leyko announced that Goal Setting has been rescheduled to July 24 from 3:30 -6:30 pm prior to the next regular Board meeting.

IX. Superintendent Evaluation

IX.A. Closed Session

Motion 22-23/135: 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.

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

IX.B. Roll Call Vote

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

Aye: 7, Nay: 0

The Board went into closed session at 7:34 pm.

The Board returned to open session at 8:53 pm.

X. Superintendent Evaluation Rating

Motion: 22-23/136: The Board of Education award Superintendent Leyko a highly effective rating per the Superintendent Evaluation.

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

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

Aye: 7, Nay: 0

Discussion followed.

XI. Adjournment

The meeting adjourned at 9:25 pm.

President

Secretary



East Lansing
Public Schools

MEMORANDUM

TO: Board of Education

FROM: Dori Leyko
Superintendent of Schools

SUBJECT: Human Resources Action Item

DATE: July 10, 2023

Hire

It is recommended that the Board approve the hiring of **Gary Lake** as a conditional hire until certification is issued - 1.0 FTE 3rd Grade Teacher at Robert L Green Elementary at BA Step 3 effective August 21, 2023.

It is recommended that the Board approve the hiring of **Klarissa Bell** - 1.0 FTE P E Teacher at Robert L Green Elementary at BA Step 5 effective August 21, 2023.

It is recommended that the Board approve the hiring of **Madelyn Panganis** - 1.0 FTE 1st Grade Teacher at Red Cedar Elementary at MA Step 7 effective August 21, 2023.

It is recommended that the Board approve the hiring of **Holly Thornton** - 1.0 FTE Band Director at MacDonald Middle School at MA Step 15 effective August 21, 2023.

It is recommended that the Board approve the hiring of **Caitlin Forhan** - 1.0 FTE Social Studies Teacher at MacDonald Middle School at BA Step 5 effective August 21, 2023.

It is recommended that the Board approve the hiring of **Natalie Paiz** - 1.0 FTE Orchestra and Band Teacher at MacDonald Middle School at BA Step 3 effective August 21, 2023.

It is recommended that the Board approve the hiring of **Caroline Moore** - 1.0 FTE Moderate Cognitive Impairments Teacher at MacDonald Middle School at BA Step 3 effective August 21, 2023.



MEMORANDUM

TO: Board of Education

FROM: Dori Leyko
Superintendent of Schools

SUBJECT: Human Resources Action Item

DATE: July 12, 2023

Hire

It is recommended that the Board approve the hiring of **Anna Threatt** - 1.0 FTE 2nd Grade Teacher at Glencairn Elementary at BA Step 5 effective August 21, 2023.

**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 Molly Williams (“Administrator”) for a period beginning July 25, 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 Elementary 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.

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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-Eight Thousand Dollars (\$98,000) for Contract year 2023-2024 which shall be prorated to Ninety-Seven Thousand Five Hundred Sixty-Three Dollars (\$97,563) based on the effective start date, and One Hundred Thousand Nine Hundred Forty Dollars (\$100,940) 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 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.

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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).

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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.

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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.

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- 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.

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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.

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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 July 24, 2022.

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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

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Matt Morales (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Health and Safety for a period commencing on July 25, 2023 and ending on June 30, 2025, according to the terms and conditions as described and set forth herein as follows:

1. TERM

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

The Director is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

2. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Director agrees, as a condition of their continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

3. DUTIES

The Director agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Director agrees to comply with and

fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

4. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Twenty-Five Thousand dollars (\$125,000) for Contract year 2023-24 which shall be prorated to One Hundred Seventeen Thousand Three Hundred Eight dollars (\$117,308) based on the effective start date, and One Hundred Twenty-Eight Thousand Seven Hundred Fifty dollars (\$128,750) for Contract year 2024-25. If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive the above compensation increases for Contract year 2024-25 if the Director's subsequent year's evaluation rating is other than Highly Effective or Effective.

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Should the Director be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. 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 Director and the Board, shall become a part of this Contract.

Tax Annuity: The Director shall begin to receive an annuity payment based on years of service with the School District of the City of East Lansing in an administrative assignment upon successful completion of the required years of service as a director or administrator. This payment will be placed into a tax deferred annuity of his/her choosing by June 30th of each year based on the schedule below:

3 to 5 years of service	\$6,000
6 to 10 years of service	\$7,000
11 or more years of service	\$8,000

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director. For purposes of administering this provision, a week shall be regarded as having

been worked if the Director performed any work within that week. Any amounts due the Director 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 Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, 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 Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

5. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks (i.e. 260 working days) during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent.

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The Director shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year subject to proration for working less than a full contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

Maximum allowable vacation days to be banked shall not exceed twenty (20) days. The Director shall be allowed up to five (5) vacation days paid out annually except as described below upon separation from employment. All other vacation days not banked at the end of each Contract year shall be transferred to the employee's sick bank.

The Director shall be compensated for unused accrued/banked vacation days up to a maximum of 20 days at the current daily rate upon cessation of employment with the District. To be eligible for the vacation payout the Director must have a minimum of ten (10) years of service with the district.

The Director shall be entitled to paid leave for the holidays specified in Addendum A to this contract.

6. EVALUATION

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

7. TERMINATION

The Board shall be entitled to terminate the Director's employment at any time during the term of this Contract when it determines that Director has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination,

incompetency, inefficiency, or if Director materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Director during the term of this Contract, they shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of his/her responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

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9. DISABILITY or INCAPACITY

In the event of Director's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Director 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 Director during this interval to the extent required by law. Upon utilizing leave under this provision, Director 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 Director, it may require a second opinion, at Board expense.

Director may request a ninety (90) work day unpaid leave extension in the event of their physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Director will be able to resume their duties at the end of the extended leave interval. Medical certification shall be supplied by Director as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Director is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), their employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Director shall provide to the Board a fitness for duty certification from Director's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

10. TENURE

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

11. OUTSIDE ACTIVITIES

The Director may undertake non-School-District-related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Superintendent. If the Director receives compensation for such activities, they may be required to use vacation time to cover the time missed from work. The Director, if not using vacation time, must submit the honorarium paid to the Director to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Director's satisfactory performance or the time necessary for the Director's satisfactory performance of duties, the Superintendent may require that the Director cease some or all of such outside activities. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

12. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, 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. Additionally, upon request of the Board or Superintendent, Director shall authorize the release of medical information necessary to determine if Director is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Director by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

13. 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 Director and eligible dependents for the insurance programs as provided in Addendum A.

14. 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.

15. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Director 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 Director is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide insurance coverage for the programs as provided in Addendum A, shall be relieved from all liability with respect to insurance benefits.

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16. SICK LEAVE AND PERSONAL LEAVE

The Director is credited twelve (12) days of sick leave annually subject to proration for working less than a full contract year.

The Director 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 Director warrants such attendance.

The Director may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Director'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 may accumulate without limit and be compensated as per Addendum A.

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

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

1. A maximum of five (5) days per Contract year for 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.
2. Absence when administrators are called for jury service. Administrators who serve on jury-duty will draw their regular salary check from the District and endorse the jury duty check and return it to the District. The administrator will be reimbursed for mileage.
3. Court appearance as a witness in any case connected with the administrator's employment or the school, or whenever the administrator is subpoenaed to attend and proceedings initiated by the administrator, in connection with fulfilling job responsibilities. However, this shall not apply to any proceeding brought by the administrator against the district or in which the administrator is testifying against the district.
4. For attending professional development activities as approved by the Superintendent.
5. Any medical appointments related to the Director's on-the-job injury.

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17. REIMBURSEMENT

The Director 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 Director for out-of-district travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent. The Director shall be required to present an itemized account of their reasonable and necessary expenses.

18. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to

consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

19. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, 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 Director 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 Director 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.

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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

Director agrees that any claim or suit arising out of Director'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. Director understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing.

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

_____ By: _____
Date Director of Health and Safety

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

ADDENDUM A

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

1. **Health insurance** – The Board shall make premium payments on behalf of the Director and their 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 Director elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Director'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 Director 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 Director does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Director signs the district's Waiver of Medical Coverage form.

2. **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, 80% of Class III benefits with a \$1,500 annual maximum, and 80% orthodontics benefit with a \$1,500 lifetime maximum.

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

4. **Term life insurance** - The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

5. **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.

Professional development - Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 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.

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Terminal leave - If the Director resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$75 per day for each day of accumulated sick leave or \$150 for each year of service to the School District, whichever is greater. The maximum amount payable to the Director shall not exceed \$12,500 and to qualify the Director must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Director is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, National Presidents Day, and Memorial Day.

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 Heather Findley (*hereinafter* "Supervisor") that the Board employs the said District Mental Health Coordinator 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 District Mental Health Coordinator 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 Ninety-Five Thousand dollars (\$95,000) for Contract year 2023-2024 which shall be prorated to Ninety-Four Thousand Five Hundred Seventy-Six dollars (\$94,576) based on the effective start date of July 25, 2023, and Ninety-Seven Thousand Eight Hundred Fifty dollars (\$97,850) 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 224-day principal calendar for fiscal years 2023-2024 and 2024-2025.

Flex Days. A Supervisor with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

- A. The Supervisor's earning and use of a flex day requires approval from the Superintendent or designee.
- B. The Supervisor may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

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.

15. 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).

16. 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.

_____ By: _____
Date District Mental Health Coordinator

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date 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.

Holidays – The Supervisor is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Independence Day (260 work day Supervisors only).

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 Paul Shanks (*hereinafter* "Supervisor") that the Board employs the said Behavior Systems Specialist 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 Behavior systems Specialist as prescribed by the Board pursuant to the School Code of the State of Michigan as may be established and as described in the job description for said position as may be modified and/or amended from time to time by the Superintendent 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 Eighty-Five Thousand dollars (\$85,000) for Contract year 2023-2024 which shall be prorated to Eighty-Four Thousand Six Hundred Twenty-One dollars (\$84,621) based on the effective start date of July 25, 2023, and Eighty-Seven Thousand Five Hundred Fifty-Five dollars (\$87,550) 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 224-day principal calendar for fiscal years 2023-2024 and 2024-2025.

Flex Days. A Supervisor with a work year of less than Two Hundred Sixty (260) days shall have the option to earn and use flex days, which are defined as trading a workday for a non-workday (excluding weekends) as follows:

- A. The Supervisor's earning and use of a flex day requires approval from the Superintendent or designee.
- B. The Supervisor may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

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. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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).

15. 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: _____
Behavior Systems Specialist

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.

Holidays – The Supervisor is entitled to the following holidays for which no service to the District is required: Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year’s Eve Day, New Year’s Day, Martin Luther King, Jr. Day, National Presidents’ Day, Memorial Day, and Independence Day (260 work day Supervisors only).



East Lansing
Public Schools

MEMORANDUM

SUBJECT: Academic and Technology Committee Description

DATE: June 14, 2023

Background:

Below is the Board Academic and Technology Committee description.

The Academic and Technology Committee reviews district curriculum resources/proposed changes in curriculum and any other curriculum-related topics such as textbook purchases, new programs, technology, etc. that are recommended by the curriculum and technology directors.



MEMORANDUM

SUBJECT: Facilities Committee Description

DATE: May 19, 2023

Background:

Below is the Board Facilities Committee Description as reviewed by the Facilities Committee and Director of Operations and Maintenance, Billy Hastings:

The Facilities Committee addresses issues related to the district's buildings, grounds, and infrastructure. This includes close contact with ELPS Director of Operations in regards to construction, engineering, architecture, renovations, building codes, custodial work, maintenance, and related areas throughout the district.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education & Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance & Operations

SUBJECT: Finance Committee Description

DATE: May 17, 2023

Background:

Below is the Board Finance Committee Description as reviewed by the Finance Committee:

The role of the ELPS Board of Education Finance Committee is to collaborate with the Director of Finance to provide financial oversight for the district. This includes having ongoing involvement in reviewing and monitoring the district's original and revised budgets to ensure the school district's financial stability and sustainability.

The Finance Committee is responsible for reviewing major financial items that require the approval of the Board of Education, such as capital improvement projects, equipment purchases, contracts, and the audited financial statements.

The Finance Committee plays a critical role in ensuring that ELPS has the resources and financial management necessary to provide high-quality education to all students.

Intergovernmental Committee Statement of Purpose

What is the purpose of the Intergovernmental Committee?

The purpose of the Intergovernmental Committee is to coordinate, support, and promote all efforts to identify, assess, and cultivate awareness, communication, and collaboration within our community to address the needs of the East Lansing Public Schools through an equitable and inclusive lens.

Membership

The Committee will consist of three (3) Board members, fewer Board members than would constitute a quorum of the Board as guided by Policy 2505 Board Committees. Two (2) non-voting Student Representatives as guided by Policy 2104 Student Representative on the Board. District Administration and community partners can also participate on the committee in non-voting roles.

Meetings

Committee meetings will be convened by the Committee chairperson or individual as designated by the chairperson. They will be conducted consistent with the parliamentary authority provided by Robert's Rules of Order as guided by Policy 2501 Meetings. When applicable, Committee meetings must be held in compliance with the Open Meetings Act as guided by Policy 2501 Meetings. Any committee that is authorized to deliberate, narrow options, eliminate options or otherwise make decisions on the Board's behalf must conduct its meetings in compliance with the Open Meetings Act, including notice requirements, recording minutes, and allowing for public participation. When required by the Open Meetings Act, the Committee may direct that minutes of its meeting will be recorded, even if not required by the Open Meetings Act as guided by Policy 2505 Board Committees.

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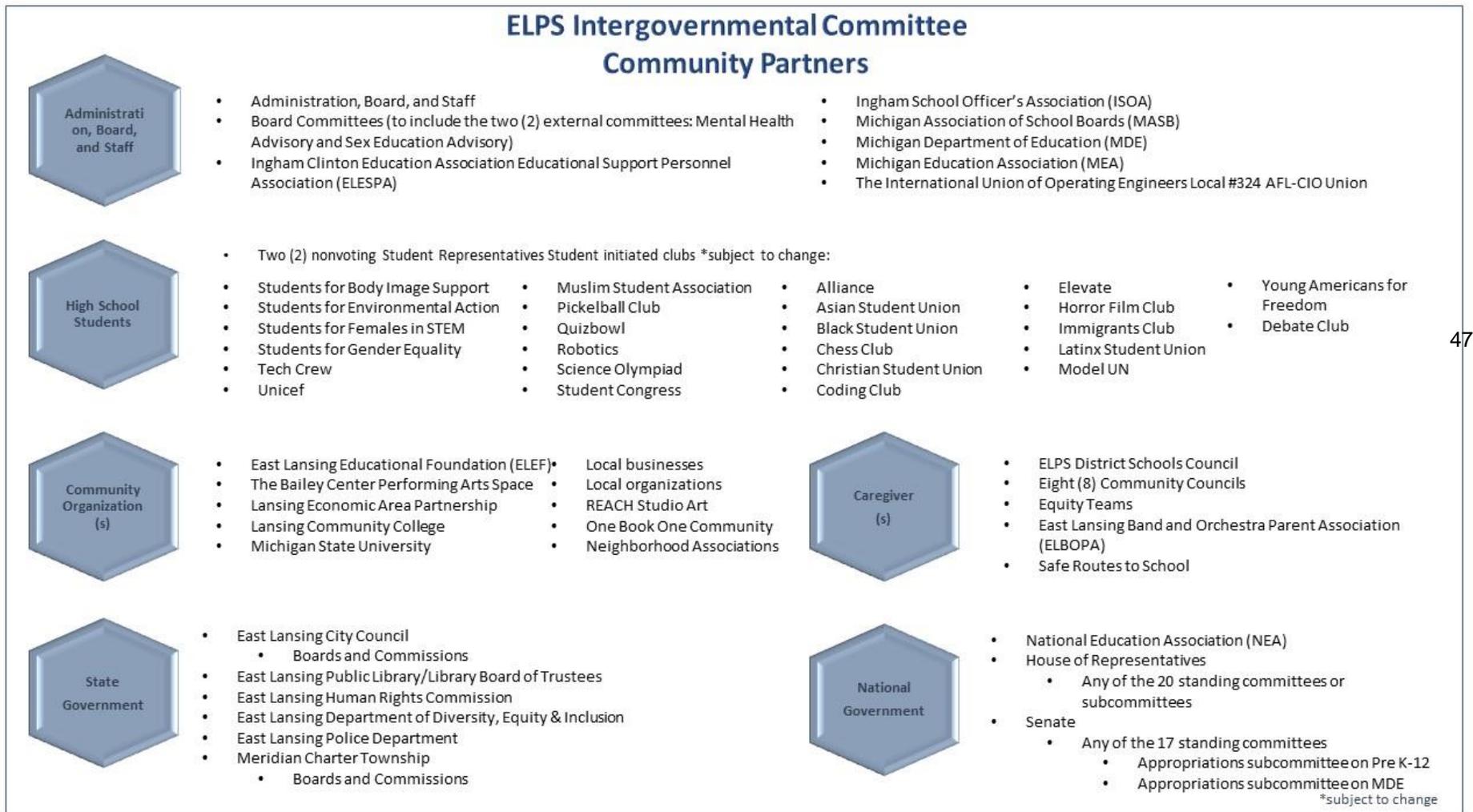
Areas of Focus

The Intergovernmental Committee chair will keep committee members and the Board informed of pending legislation and actively communicate concerns of the Board to elected representatives at both the local, state, and national level as guided by Policy 2201.01 Board Powers/General Powers-Board Legislative Program.

Areas of focus of the Committee will center on engaging collaboration and purposeful action. These areas include but are not limited to:

- Promoting awareness of the District's needs and increasing engagement of government, businesses, and organizations within the community.
- Advocating for District needs through various channels.

- Creating, strengthening, and maintaining positive relationships with East Lansing Public Schools greater community.
- Act as liaison with partners for advocacy and collaboration.





East Lansing
Public Schools

MEMORANDUM

SUBJECT: Personnel Committee Description

DATE: June 21, 2023

Background:

Below is the Board Personnel Committee Description as reviewed by the Personnel Committee:

The primary role of the Personnel Committee relates to the regular evaluation of the superintendent. In addition to superintendent evaluation, the Personnel Committee also reviews some administrative employee contracts and may be consulted when new positions are being considered to be added to the district.



East Lansing
Public Schools

MEMORANDUM

SUBJECT: Policy Committee Description

DATE: June 2, 2023

Background:

Below is the Board Policy Committee Description as reviewed by the Policy Committee:

The role of the ELPS Board of Education Policy Committee is to review current and create new policies to assure our district's policies are in compliance with the law and appropriate to the District's mission and social and educational needs. Board policies are used to create guidelines for the internal procedures of the district.