



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
June 24, 2024 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Opening of Meeting

A. *Call to Order*

B. *Roll Call*

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

D. *Approval of Agenda*

Motion: The Board of Education approves the June 24, 2024, regular meeting agenda, as presented.

E. **Approval of Minutes**

Motion: The Board of Education approves the minutes of the following meeting:

1. June 10, 2024

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I. Opening of Meeting

I.A. Call to Order

President Chris Martin called the meeting to order at 7:00 pm.

I.B. Roll Call

Dr. Terah Chambers:	Present
Dr. Kath Edsall:	Present
Ms. Tali Faris-Hylen:	Present
Mr. Gary Holbrook:	Present
Dr. Elizabeth Lyons:	Present
Mr. Chris Martin:	Present
Dr. Estrella Torrez:	Present
Superintendent Dori Leyko	Present

Present: 8. Absent: 0

I.C. Mission Statement: Nurturing Each Child, Educating All Students, Building World Citizens
Trustee Torrez read the mission statement.

I.D. Approval of Agenda

Motion: 23-24/114: The Board of Education approves the agenda of the June 10, 2024 regular meeting, as presented.

This motion, made by Dr. Elizabeth Lyons and seconded by Dr. Terah Chambers, was amended.

Dr. Kath Edsall amended the agenda to add the following:

V. Consent Agenda

5. Hiring of Calvin Smothers - 1.0 FTE 2nd Grade Teacher at Donley Elementary at BA Step 3 effective August 26, 2024.

VIII. Action Items

A. Approval of Contract for Ms. Justyne Richardson, Glencairn Elementary Principal
Motion: The Board of Education approves the contract for Ms. Justyne Richardson as Glencairn Elementary Principal.

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

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

I.E. Approval of Minutes

Motion: 23-24/115: The Board of Education approves the minutes of the following meeting as presented.

I.E.1. May 13, 2024, regular meeting

This motion, made by Mr. Gary Holbrook and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

II. Recognition

II.A. 2024 Retirements

- Jennifer Chon
- Chris DeHaan
- Renee Vanremmen
- Brian Hyde
- Loretta Krol
- Lorraine Ware
- Mark Pontoni

Additional recognition:

Amazing news from our Track and Field team:

Congrats to the 4x200m relay of Janell Brown, Amelia Biehl, Lola Fore-Ogunfulabi and Gabby Pruitt who won all-state in track with a 7th place finish.

Also, congrats to Ariyana James who is all-state with a 3rd place finish in the high jump!

III. Superintendent's Report

Please click [here](#) for the Superintendent's Report.

IV. Public Hearing

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

[2024-25 GF Original Budget June 10, 2024](#)

Discussion followed

IV.B. Public Comments on 2024-25 Proposed Budget

No public comments

IV.C. Conclude Public Hearing

Public Hearing closed at 7:28 pm.

V. Consent Agenda

Motion: 23-24/116: The Board of Education approves the consent agenda to include the following items:

V.A. New Hires

V.A.1. Hiring of **Maria Camila Leon Buitrago** as a conditional hire pending obtainment of certification - 1.0 FTE 6th Grade Science Teacher at MacDonald Middle School at MA Step 5 effective August 26, 2024. The individual will be paid at a daily rate of \$200 until certification is received.

V.A.2. Hiring of **David Leen** - 1.0 FTE Math Teacher at East Lansing High School at BA Step 3 effective August 26, 2024.

V.A.3. Hiring of **Joel Longstreth** - 1.0 FTE Physical Education Teacher at MacDonald Middle School at MA Step 15 effective August 26, 2024.

V.A.4. Hiring of **Elisha Shantz** - 1.0 FTE Social Studies Teacher at East Lansing High School at BA Step 11 effective August 26, 2024.

V.A.5. Hiring of **Calvin Smothers** - 1.0 FTE 2nd Grade Teacher at Donley Elementary at BA Step 3 effective August 26, 2024.

This motion, made by Dr. Kath Edsall and seconded by Mr. Gary Holbrook, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VI. 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

VII. Board Discussion

VII.A. Racial Equity Policy

- Comments from Klaudia Burton, Director of Equity and Social Justice
- Dr. Chambers gave background on the Racial Equity Policy - a working document

- Comments from President Chris Martin
- Comments from Dr. Kath Edsall
- Board members feel that is ready to go for action on June 24
- Individuals may contact Board members with questions

VIII. Action Items

VIII.A. Approval of Contract for Ms. Justyne Richardson, Glencairn Elementary Principal

Motion: 23-24.117: The Board of Education approves the contract for Ms. Justyne Richardson as Glencairn Elementary Principal.

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

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII. B, Director of Finance - Recommendation for Hire

Motion: 23-24/118: The Board of Education approves the contract for Ms. Lisa Allen for the position of Director of Finance.

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

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.C. Resolution Calling for Bilateral Immediate Ceasefire

Motion: 23-24/119: The Board of Education adopts the Resolution Calling for a Bilateral Immediate Ceasefire in Gaza and Israel and the Release of Innocent Civilians by the Parties in Conflict, as presented.

This motion, made by Dr. Kath Edsall and seconded by Dr. Estrella Torrez, Passed.

Discussion followed

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.D. Purchase of Technology Hardware

Motion: 23-24/120: The Board of Education approves the purchase of 660 Chromebooks from SEHI Computer Products in the amount of \$168,036.00.

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

Discussion followed

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.E. Suspension of Pay-to-Participate Fees

Motion: 23-24/121: The Board of Education approves the continuation of the suspension of the athletic and theater pay-to-participate fees for fiscal year 2024-25.

This motion, made by Ms. Tali Faris-Hylen and seconded by Dr. Terah Chambers, Passed.

Discussion followed

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.F. Certification of form L-4029 (2024 Tax Rate Request)

Motion: 23-24/122: The Board of Education approves the 2024 millage rates to be levied on July 1, 2024 as calculated per the Michigan Department of Treasury form L-4029 as presented.

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

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.G. 2024-25 Original Budget

VIII.G.1. General Fund

Motion: 23-24/123: The Board of Education adopts the 2024-2025 Original Budget resolution for the General Fund as presented on pages 5-6 of the Budget Book.

This motion, made by Dr. Kath Edsall and seconded by Mr. Gary Holbrook, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.G.2. Food Service Fund

Motion: 23-24/124: The Board of Education adopts the 2024-2025 Original Budget resolution for the Food Service Fund as presented on page 7 of the Budget Book.

This motion, made by Mr. Gary Holbrook and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.G.3. Student/School Activity Fund

Motion: 23-24/125: The Board of Education adopts the 2024-2025 Original Budget resolution for the Student/School Activity Fund as presented on page 8 of the Budget Book.

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

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

VIII.H. [Ratifying Resolution \(2024 Bonds, Series 1\)](#)

Motion: 23-24/126: The Board of Education approves the Ratifying Resolution for the 2024 School Building and Site Bonds, Series I, as presented.

This motion, made by Mr. Gary Holbrook and seconded by Dr. Elizabeth Lyons, Passed.

Dr. Terah Chambers: Aye, Dr. Kath Edsall: Aye, Ms. Tali Faris-Hylen: Aye, Mr. Gary Holbrook: Aye, Dr. Elizabeth Lyons: Aye, Mr. Chris Martin: Aye, Dr. Estrella Torrez: Aye

Aye: 7, Nay: 0

IX. Committee Reports

IX.A. Academic and Technology Committee

- Presentation from the math department regarding new math curriculum
- Recognized student representatives

IX.B. Facilities Committee

- Updates from Billy Hastings
 - Fencing around retention ponds
 - No mow May areas at every building
 - Canceling of plowing contract - savings of \$10,000
 - Lawn mowing at high school – savings of \$29,000
 - Summer projects include:
 - Building tennis shed
 - Moving lockers around at MMS
 - Additional painting at MMS
- Updates from Nikki Norris
 - Summer track hours for community 7 :00 am – 5:00 pm
- Next meeting is scheduled for July 11

IX.C. Finance Committee

- 2024-25 Original Budget
- 2024 Tax Rates (L-4029)

- Continuation of suspension of pay-to-participate fees for 2024-25

IX.D. Intergovernmental Relations

- No report

IX.E. Personnel Committee

- Changes in Central Office - Pugh/Hamilton
- Discussed Supt evaluation - doesn't require an evaluation - will of the board not to an evaluation this year

IX.F. Policy Committee

- Discussed Racial Equity Policy
- No major items

X. Announcements

X.A. The next regularly scheduled Board of Education meeting is June 24, 2024.

XI. Adjournment

President Chris Martin called the meeting adjourned at 8:18 pm.

President

Secretary

II. Recognition

III. Superintendent's Report

IV. Consent Agenda

Motion: The Board of Education approves the consent agenda of the following item:

A. MHSAA Resolution 2024-25

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2024-25

1661 Ramblewood Drive
East Lansing, MI 48823
(517) 332-5046

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

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

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

MEMBERSHIP RESOLUTION

For the year August 1, 2024 — through July 31, 2025

LIST ON BACK

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

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2024-25 must be listed on the back of this form)

_____ City/Township of _____

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

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

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

This authorization shall be effective from August 1, 2024 and shall remain effective until July 31, 2025, during which the authorization may not be revoked.

RECORD OF ADOPTION

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

_____ School(s), on the _____ day of _____, 2024, and is so recorded in the minutes of the meeting of the said Board/Governing Body.

(Governing Body Name)

(Address)

(City & Zip Code)

(Contact E-mail)

Board Secretary Signature
or Designee
 Check if Designee

Schools Which Are To Be MHSAA Members During 2024-25

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

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

Name the Member High School(s)

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

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

Name the Member Junior High /Middle School(s)

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

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

1. _____

Name of Member School

 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2024-25 7th and 8th-grade enrollment _____
 Provide anticipated 2024-25 6th-grade enrollment _____
 Grade levels for membership: 6 7 8

 Yes **No** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

2. _____

Name of Member School

 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2024-25 7th and 8th-grade enrollment _____
 Provide anticipated 2024-25 6th-grade enrollment _____
 Grade levels for membership: 6 7 8

 Yes **No** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

3. _____

Name of Member School

 Configuration of grades in building (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2024-25 7th and 8th-grade enrollment _____
 Provide anticipated 2024-25 6th-grade enrollment _____
 Grade levels for membership: 6 7 8

 Yes **No** 6th-graders will be participating in at least one sport with 7th and 8th graders. If yes, and not housed in the same building, add the name of the building that houses 6th-graders on the line below.

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

VI. **Board Discussion**

VII. **Action Items**

A. **Recommendation to Hire Director of Special Education**

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Motion: The Board of Education approves the contract for Precios Armstrong, Director of Special Education, effective July 8, 2024.



East Lansing
Public Schools

MEMORANDUM

TO: Board of Education

FROM: Rulesha Glover-Payne
Chief Human Resources Officer

SUBJECT: Human Resources Action Item

DATE: June 14, 2024

Hire

It is recommended that the Board approve the hiring of **Precios Armstrong** - 1.0 FTE Director of Special Education effective July 8, 2024.



East Lansing
Public Schools

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

To: ELPS Board of Education Members

From: Dori Leyko, Superintendent

Date: June 24, 2024

Re: Director of Special Education - Recommendation for Hire

It is with great pleasure that I recommend Dr. Precios Armstrong for the position of Director of Special Education. Ms. Armstrong participated in a first-round interview on June 5 and a second-round interview on June 12.

The interview committee consisted of the following individuals:

- Dori Leyko, Superintendent
- Glenn Mitcham, Assistant Superintendent
- Klaudia Burton, Director of Equity and Social Justice
- Rulesha Glover-Payne, Chief Human Resources Officer
- Rinard Pugh, Red Cedar Elementary School Principal
- Paty Jaimes, Parent
- Patty Sanchawala, Special Education Teacher
- Kat Farr, Special Education Teacher
- Julie Rairigh, Speech Pathologist
- Monique Smith, Special Education Administrative Assistant and AFSCME President
- Mary Claucherty, Paraprofessional and ELESPEA President

Ms. Armstrong has over 20 years in public education. From 2004 – 2017, she served as a special education teacher, a behavior intervention specialist and a teacher consultant in Okemos Public Schools. Since 2017, Ms. Armstrong has served as a Special Education Supervisor for the Jackson Intermediate School District (JCISD). She also acts as an adjunct professor at Central Michigan University and Grand Valley State University.

Ms. Armstrong holds full approval for Special Education Supervisor, and Ed.D. in Educational Leadership, and Ed.S. in Curriculum and Instruction, an M.A. in Special Education (Emotional Impairments), and a B.A. in Special Education (Learning Disabilities). Her experience and education are supplemented with numerous specialized trainings and community involvement opportunities.

Thank you for your consideration of this recommendation.

B. Racial Equity Policy

Motion: The Board of Education adopts the Racial Equity Policy, as presented.

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Racial Equity Policy for ELPS

Vision for a Racial Equity Policy Vision for the East Lansing Board of Education:

The East Lansing Public Schools Board of Education proudly recognizes that we are an excellent school district, and we aspire to attain that standard for all of our students, staff, and community members. We acknowledge that we are not immune from racism. Despite our expressed intention in our mission statement of “Nurturing each child, educating all students, and building world citizens,” we continue to strive to meet our expectations for our students, staff, and community members from racially minoritized backgrounds. Thus, we are committed to enacting policies and practices that will help us be better aware of and thus responsive to racial disparities in our district. In presenting this racial equity policy vision we want to affirm a few important details.

First, while we remain committed to foregrounding issues of race, we do so in recognition - indeed, celebration - of the intersection of race with numerous other identities, including gender/gender identity/gender expression, socioeconomic status, dis/ability(ies), LGBTQIA+ identity(ies), among others.

Second, we commit to continuing to create a culture where students, staff, and community members from racially minoritized backgrounds are fully included and represented. We aspire to have our staff - especially our teachers - reflect the racial and ethnic diversity of our students and the broader community. We want all students, staff, and community members to feel fully valued and able to bring their full selves to our school spaces.

Third, we expect students and staff, and encourage our broader ELPS family, to participate in ongoing learning to foster these equitable school spaces. Change will not happen if we do not work collectively to better understand our history related to racial injustice. Dr. Maya Angelou reminds us to “Do the best you can until you know better. Then, when you know better, do better.”

Finally, we as a school board commit ourselves to also follow these expectations and to lead by example as we work with our students, staff, and community members to cultivate the community of learning that we want for our ELPS community.

Expectations

To move toward achieving this vision of who we want to be, the East Lansing Board of Education establishes our collective work in four areas:

1. Continued Learning

The District will continue to offer opportunities for students, staff, and community members to learn about historical and contemporary racial inequities. Opportunities for ongoing professional learning will reflect the diversity of our teachers and other staff.

2. Inclusive Curriculum and Instruction

Curriculum and instruction will be historically accurate, comprehensive, and reflective of the experiences and cultures of all of our students and broader community members. ELPS holds

high standards for academic rigor for our students and commits to ensuring that our staff have the appropriate support and resources to help all students meet their potential. We acknowledge that parents and other community members represent a wealth of knowledge and resources that can add to our curriculum in meaningful ways.

3. Meaningful Accountability

We recognize that to make progress on these goals, we must be clear and transparent about the task in front of us. Thus, we ask for ongoing metrics to be gathered, analyzed, and presented on (at least) an annual basis. Such metrics include, at a minimum:

- For students: data should be tracked regarding specific subgroups (race, ethnicity, gender, socioeconomic status, special education, Section 504 status, English Language Learner status, original School of Choice enrollee) and also in specific areas (discipline, graduation rates, advanced placement/dual enrollment participation, extracurricular and cocurricular participation, attendance).
- For staff: data should be tracked regarding specific subgroups (race, ethnicity, gender) and also in specific areas (Diversity in Hiring (staff in first 3 years of service), Diversity in Hiring (all staff). Exit interviews should be conducted with all teachers leaving the District.
- For community members: data should be tracked regarding specific subgroups (race, ethnicity, gender, socioeconomic status, languages spoken, area of residence) and also in specific areas (feeling of belonging, feeling informed about ELPS, additional needs, etc.) The Superintendent may develop an annual community survey to best assess our progress on these metrics.

4. Equitable Resource Allocation

- As we work to foster racial equity, we recognize the importance of allocating our resources in equitable ways. This may mean that some individuals, schools, or programs need more money or resources while others require less. However, the Board of Education commits to ensuring that all students, staff, and community members receive the resources they need to foster success for all.

Making This Plan Work

The relationship between the Board of Education, the Superintendent, and District officials is critically important. We members of the Board of Education have the responsibility to ensure the Superintendent is well-equipped to do her job. In turn, we recognize the expertise of the superintendent and her team to make a plan that will put into action the expectations expressed in this racial equity policy vision. We expect the plan to include key areas of focus as well as strategies to be undertaken to achieve our goals. A yearly reporting to the Board via a public presentation that includes the work being done by the broader District equity team members will help ensure transparency to our broader community and support our goal of accountability.

We set high expectations regarding our efforts around racial equity because our students, staff, and community deserve it. We know that we will not be able to solve racism, but we can be explicit about recognizing our role in perpetuating the problem and take concrete steps to foster meaningful change. We recognize that achieving these goals will require a collective effort. We call on our partnership with the Superintendent and her team to lead efforts, knowing that these efforts will be in partnership with members of both historically represented and underrepresented groups. ELPS is an excellent public school system and with this racial equity policy vision and the work that will accompany it, we take an important step toward ensuring it continues to be one for all of our students, staff, and community members.

C. B & A Agreement with City of East Lansing

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Motion: The Board of Education approves the Eighth Addendum to Contract for Services and Use of School Facilities Agreement, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance and Operations

SUBJECT: Action Item – B&A Agreement with City of East Lansing

DATE: June 11, 2024

Recommended:

It is recommended that the Board of Education approve the Eighth Addendum to Contract for Services and Use of School Facilities Agreement, as presented.

Background:

The District's current B&A (Before and After Care) Agreement with the City of East Lansing expires June 30, 2024. Attached is a proposed addendum to extend the Agreement for one year. A rental fee of \$58,900 is proposed which is a 2.5% increase over the current year.

**EIGHTH ADDENDUM TO
CONTRACT FOR SERVICES AND USE OF SCHOOL FACILITIES AGREEMENT**

This Eight Addendum to the Contract for Services and Use of School Facilities Agreement is by and between the City of East Lansing, a Michigan municipal corporation, with its principal offices located at 410 Abbot Road, East Lansing, Michigan (the “City”) and the East Lansing Public Schools, a public school district, with its principal offices located at 501 Burcham Drive, East Lansing, Michigan (the “School District”).

RECITAL

A. The City and School District (the “Parties”) entered into an agreement (the “Agreement”) on August 12, 2002, for the City to provide an arts and recreation program and a before-and-after school program (the “B&A Program” or “B&A”) (collectively, the “Programs”) which programs shall be operated by the City and located in the School District Facilities.

B. The Agreement contains a provision that the School District receives funds from the City in consideration for the City to use the School District’s facilities for the Programs. The payments were in the manner and in the amounts set forth in Section 1 of the Agreement.

C. The Agreement commenced on July 1, 2002, and was set to expire on June 20, 2008, but was extended by mutual agreement of both Parties in the form of Addendums as provided in Section 10.1 of the Agreement.

D. The Parties desire to extend the Agreement again for an additional one (1) year, as provided in Section 10.1 of the Agreement, to expire to June 30, 2025.

NOW, THEREFORE, intending to be bound by this Addendum, the Parties agree that the Agreement shall be modified as follows:

1. The Agreement is hereby extended to June 30, 2025, by mutual agreement of the Parties and may not be terminated prior to June 30, 2025, without the written consent of both parties to this Agreement except as otherwise provided in Section 10.3 of the Agreement. The Agreement, as amended, may be extended beyond June 30, 2025, by mutual agreement of the parties.
2. In consideration of the mutual promises set forth in the Agreement and in this Addendum, the City shall pay a rental fee on or before December 31 of each year to the School District for the use of the School District’s facilities for B&A, as follows:

July 1, 2024 through June 30, 2025 = rental fee from previous fiscal year (\$57,463.00) plus a percentage increase equal to 2.5% (\$1,437.00) for a total of \$58,900.00.
3. Except as specifically modified by the Addendum, the remaining terms and conditions of this Agreement shall remain in full force and effect.
4. This Addendum shall become effective as the date upon which the last of the Parties listed below shall have signed this Addendum and is binding upon and shall insure to the benefit of the Parties.

D. Purchase of Copiers and Renewal of Support Contract

24

Motion: The Board of Education approves the purchase of copiers from AOS in the amount of \$247,448.62 and renew the support contract at a cost of \$5,397.32 per month.



509 Burcham Drive, East Lansing, MI 48823
Technology & Media Services Department
(517) 333-7418 Phone (517) 333-7404 Fax

East Lansing
Public Schools

June 17, 2024

To: Board of Education
From: Christian Palasty, Director of Technology & Media Services

Subj: ACTION ITEM – Purchase of Copiers and Renewal of Support Contract

MOTION: Move to approve the purchase of copiers from AOS in the amount of \$247,448.62 and renew the support contract at a cost of \$5,397.32 per month

As the District enters its seventh year using copiers and printers originally recommended for replacement at the conclusion of their five-year support contract, we recognize the critical importance of operational efficiency and reliability within our education framework. These devices have played a vital role in supporting our educators, staff, and students and we need to ensure optimal functionality and minimize downtime.

We have partnered with AOS for approximately 15 years and they are recommending upgraded hardware to align with the latest technological advancements and better meet the evolving needs of the district. The District will purchase the copiers and printers from AOS whereas they have acquired the pricing through the OMNIA Partners public sector cooperative purchasing organization. This cooperative contract meets the bidding requirements and provides competitive pricing. Additional information on OMNIA is attached.

The renewal of the support contract is for the period of five years and includes parts, supplies, toner, labor, service calls, preventative maintenance, and training.

Attached is a copy of the proposed solution along with information on the copier and printer models. Also attached is a copy of the preventative maintenance agreement, including the terms and conditions.

AOS

American Office Solutions

Prepared For:

East Lansing Public Schools

Attention:

Christian Palasty

Prepared By:

Kaitlyn Tracy

American Office Solutions

June 17, 2024

The contents of this proposal are confidential trade secret information and are intended for the use of East Lansing Public Schools only. The contents herein may not be reproduced without the specific written permission of American Office Solutions. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon request.

Proposed Pricing is effective for 30 days from 06/17/2024



06/11/2024

East Lansing Public Schools
Christian Palasty
501 Burcham Drive
East Lansing, MI 48823

Christian,

We are appreciative of the opportunity to craft a proposal for continued partnership between American Office Solutions and East Lansing Public Schools. After carefully analyzing your needs, we have come up with the solutions included in this proposal. Since 1969, we have been committed to building a culture of care, which has earned us recognition for exceeding industry standards. Our hope is that we will be able to share our dedication with East Lansing Public Schools firsthand.

Your daily workflow is a vital part of your organization's productivity. We are committed to matching our nationally recognized service with the right equipment and technology solutions for your specific needs.

Please do not hesitate to reach out with any questions that you may have, or if I may be of any further assistance to you throughout your review of this proposal.

Sincerely,

Kaitlyn Tracy
Director of Major Accounts
(517) 783-2855
kaitlyn@getaos.com

Kyocera TASKalfa 4004i DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

Setting new standards for maximizing workflow, efficiency, productivity and security, the TASKalfa 4004i Black & White Multifunctional System brings power and versatility to today's demanding office environments. Crisp elegant black text and detailed graphics merge with an exceptional array of scanning, input and professional finishing options to drive your business forward. Comprehensive and unmatched in reliability, the TASKalfa 4004i is engineered to deliver results.

Copier / Printer Features

- Crisp Black and White Output up to 40 Pages per Minute
- Flexible Media Support and Paper Sizes up to 12" x 48
- Customizable 10.1" Color Touch Screen with Intuitive Tablet-Like Usability
- Standard USB Host Interface for On-the-Go Printing and Scanning
- Efficient black/white scanning up to 274 ipm
- Convenient Wireless Printing and Scanning
- Apple AirPrint, Google Cloud Print, Mopria, and KYOCERA Mobile Print Support

Kyocera TASKalfa 4054ci DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

Setting new standards for maximizing workflow, efficiency, productivity and security, the TASKalfa 4054ci Color Multifunctional System brings power and versatility to today's demanding office environments. Crisp elegant text and detailed graphics merge with an exceptional array of scanning, input and professional finishing options to drive your business forward. Comprehensive and unmatched in reliability, the TASKalfa 4054ci is engineered to deliver results.

Copier / Printer Features

- Crisp Black and White and Color Output up to 40 Pages per Minute
- Flexible Media Support and Paper Sizes up to 12" x 48
- Customizable 10.1" Color Touch Screen with Intuitive Tablet-Like Usability
- Standard USB Host Interface for On-the-Go Printing and Scanning
- Efficient Color Scanning up to 274 ipm
- Convenient Wireless Printing and Scanning
- Apple AirPrint, Google Cloud Print, Mopria, and KYOCERA Mobile Print Support

Kyocera TASKalfa 6054ci DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

Setting new standards for maximizing workflow, efficiency, productivity and security, the TASKalfa 6054ci Color Multifunctional System brings power and versatility to today's demanding office environments. Crisp elegant text and detailed graphics merge with an exceptional array of scanning, input and professional finishing options to drive your business forward. Comprehensive and unmatched in reliability, the TASKalfa 6054ci is engineered to deliver results.

Copier / Printer Features

- Crisp Black and White and Color Output up to 60 Pages per Minute
- Flexible Media Support and Paper Sizes up to 12" x 48
- Customizable 10.1" Color Touch Screen with Intuitive Tablet-Like Usability
- Standard USB Host Interface for On-the-Go Printing and Scanning
- Efficient Color Scanning up to 274 ipm
- Convenient Wireless Printing and Scanning
- Apple AirPrint, Google Cloud Print, Mopria, and KYOCERA Mobile Print Support

Kyocera TASKalfa 7003i DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

Expertly engineered to streamline workflows and maximize the productivity your environment demands. Consistently up to the task, the TASKalfa 7003i Black & White Multifunction System effortlessly tackles your most challenging print, copy, scan and fax needs. You'll gain the advantage of crisp monochrome text and detailed graphics, with multiple finishing options that uphold the professional look your business counts on. Long-lasting and ultra-reliable, this multifunctional delivers the power and security to meet your high-speed, high-volume communication needs.

Copier / Printer Features

- Crisp Black and White Output up to 70 Pages per Minute
- Customizable 10.1" Color Touch Screen with Intuitive Tablet-Like Usability
- Standard USB Host Interface for On-the-Go Printing and Scanning
- Convenient Wireless Printing and Scanning
- Apple AirPrint, Google Cloud Print, Mopria, and KYOCERA Mobile Print Support
- HyPAS-enabled for Solutions & Apps

Kyocera TASKalfa 308ci DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

Keep building your business with the compact and versatile TASKalfa 308ci Series. Ideal for small to mid-size businesses, these dynamic multifunction printers grow with you as your needs evolve. You'll appreciate the intuitive 7" Color Touch Screen with tablet-like functionality that makes it easy to find features and interact with business apps. No matter what your needs are and how they change, these intelligent systems have the power to pivot as quickly as you do.

Copier / Printer Features

- Crisp Color Output up to 37 Pages per Minute
- Flexible Media Support and Paper Sizes up to 8.5" x 48
- Customizable 7" Color Touch Screen with Intuitive Tablet-Like Usability
- Standard USB Host Interface for On-the-Go Printing and Scanning
- Efficient Color Scanning up to 174 ipm
- Convenient Wireless Printing and Scanning
- Apple AirPrint, Google Cloud Print, Mopria, and KYOCERA Mobile Print Support

Kyocera ECOSYS MA4500ix DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

The ECOSYS MA4500ix combines priceless reliability with consistently high output quality from the first print to the last. The perfect fit for small to medium-size workspaces, this ECOSYS device also offers low energy consumption and high-end security capabilities.

Copier / Printer Features

- Professional Black and White Printing up to 47 Pages per Minute
- Flexible Media Support and Paper Sizes up to 8.5" x 14"
- Customizable 7" Color Touch Screen with Intuitive Tablet-Like Usability
- 1200 x 1200 Ultra Fine dpi
- Standard USB Host Interface for On-the-Go Printing and Scanning
- Efficient Color Scanning up to 200 Images per Minute
- Apple AirPrint, Google Cloud Print, Mopria, and KYOCERA Mobile Print Support

Kyocera ECOSYS PA4000cx DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

Impressive performance at speeds up to 42 ppm, and advanced features make the ECOSYS P6235cdn, Color A4 (up to 8.5" x 14") printer the smart choice to drive your business needs. Its large paper capacity (up to 2,100 sheets), 200,000 image per month duty cycle, and true 1200 x 1200 dpi print resolution can keep up with the pace of your business without sacrificing output, giving you the quality and performance your business deserves.

Copier / Printer Features

- Impressive performance at speeds up to 42 ppm
- Standard 600 Sheets Capacity; Upgradable to 2,100 Sheets
- KYOCERA Mobile Print, Apple AirPrint, Google Cloud Print and Mopria Print Services Compatible
- KFS Ready - KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Cost
- KNM Ready - KYOCERA Net Manager, an Administrative Interface to Manage User Print Policies (How and Where Users Print) and Print Devices

Kyocera ECOSYS PA4500x DATASHEET



This product image may be configured with additional options/accessories not shown above.

Description

A compact, powerful monochrome printer embedded with enhanced security features. Rapid print speeds of 47 pages per minute combined with impeccable quality prints makes this the perfect fit for small to midsize workgroups.

Copier / Printer Features

- Expands up to 2,600 Sheets
- Time to first print of 4.5 seconds
- Durable machine built with long-life components
- Mobile printing compatibilities
- 1200 x 1200 dpi high resolution printing
- Convenient compact size of 15.4" x 16.2" x 12.9"

Proposed Solution

Equipment

Qty	Manufacturer	Model	Description
2	Kyocera	TASKalfa 4004i	40 PPM A3 BW MFP 320 Sheet DSDP 500 Sheet Staple Finisher Dual 1500 Sheet Paper Trays - Letter
1	Kyocera	TASKalfa 4054ci	45/45 PPM A3 Color MFP 320 Sheet DSDP 500 Sheet Staple Finisher Dual 1500 Sheet Paper Trays - Letter
3	Kyocera	TASKalfa 6054ci	60/60 PPM A3 Color MFP Booklet and Tri Folding Unit for DF-7110 320 Sheet DSDP 4000 Sheet Finisher (65 Sheet Staple) Dual 1500 Sheet Paper Trays - Letter Punch Unit for DF-7120/7110
1	Kyocera	TASKalfa 6054ci	60/60 PPM A3 Color MFP Booklet and Tri Folding Unit for DF-7110 320 Sheet DSDP 4000 Sheet Finisher (65 Sheet Staple) Dual 500 Sheet Paper Trays - Ledger Punch Unit for DF-7120/7110
3	Kyocera	TASKalfa 7003i w toner	70 PPM A3 BandW MFP Booklet and Tri Folding Unit for DF-7110 4000 Sheet Staple Finisher 3000 Sheet Side Large Capacity Tray - Letter Punch Unit for DF-7120/7110
11	Kyocera	TASKalfa 7003i w toner	70 PPM A3 BandW MFP 4000 Sheet Staple Finisher Punch Unit for DF-7120/7110
3	Kyocera	ECOSYS MA4500ix	47 PPM A4 BandW MFP (3 in 1: P/C/S)
6	Kyocera	ECOSYS PA4000cx	42 PPM A4 Color Printer
6	Kyocera	ECOSYS PA4500x	47 PPM A4 BW Printer
10	Kyocera	TASKalfa 308ci w toner	32/32 PPM A4 Color MFP (With standard Document Processor) 500 Sheet Paper Tray Copier Cabinet Stand
15	Kyocera	ECOSYS PA4500x	47 PPM A4 BW Printer Wireless LAN NIC

Purchase Price: \$247,448.62

Pricing includes PaperCut support until August 2029.

Equipment pricing under OMNIA Contract R-191102.

Support Agreement: \$5,397.32 per month, includes everything listed below

Support Agreement includes parts, supplies, toner, labor, service calls, preventative maintenance, and training excludes paper and staples.

TASKalfa's

- This agreement includes 571,259 black prints monthly
- All additional black prints to be billed monthly @ 0.0049 per page based on actual volumes

- This agreement includes 22,398 color prints monthly
- All additional color prints to be billed monthly @ 0.049 per page based on actual volumes

TASKalfa's

- This agreement includes 14,671 black prints monthly
- All additional black prints to be billed monthly @ 0.0125 per page based on actual volumes

- This agreement includes 18,818 color prints monthly
- All additional color prints to be billed monthly @ 0.07 per page based on actual volumes

Pricing good for 30 days from date on Proposal



Please remit payment to: American Office Solutions
 10326 S. Meridian Rd
 Clarklake, MI 49234

PREVENTIVE MAINTENANCE AGREEMENT

Customer Bill To:
Customer Name: East Lansing Public Schools
Address: 501 Burcham Drive East Lansing, MI 48823
Telephone: (571) 333-7418
Attention:
Email:
Customer Delivery Jobs:
DJ 1:
DJ 2:
DJ 3:
DJ 4:
DJ 5:

Start Date: _ End Date: _ Contract Payment: \$5,397.32 Billing Cycle: monthly

Del. Job	Make, Model	Serial #	ID#	Beginning Meter Reading		Image Allowance		Cost Per Image		Notes
				B & W	Color	B & W	Color	B & W	Color	
1	Kyocera ECOSYS MA4500ix					14,671	18,818	0.01250	0.07000	
1	Kyocera ECOSYS MA4500ix									
1	Kyocera ECOSYS MA4500ix									
1	Kyocera ECOSYS PA4000cx									
1	Kyocera ECOSYS PA4000cx									
1	Kyocera ECOSYS PA4000cx									
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1	Kyocera ECOSYS PA4500x									
1	Kyocera ECOSYS PA4500x									
1	Kyocera TASKalfa 308ci w toner									
1	Kyocera TASKalfa 308ci w toner									
1	Kyocera TASKalfa 308ci w toner									
1	Kyocera TASKalfa 308ci w toner									
1	Kyocera TASKalfa 308ci w toner									

This agreement is for the purpose of maintaining equipment listed herein in efficient operating condition. AOS agrees to furnish service and/or preventive maintenance subject to the terms shown herein. The terms and conditions on the reverse side of the agreement are an integral part of this agreement.

Notes:			
Customer	Signature: East Lansing Public Schools	X	
	CUSTOMER	SIGNATURE	NAME & TITLE DATE
American Office Solutions Signature:	Kaitlyn Tracy	X	
	REPRESENTATIVE	SIGNATURE	

Revised Date: 2/22/17

Maintenance Agreement Terms and Conditions

After the initial implementation of included network connectivity:

NETWORK:

Included in the agreement: a) manufacturer updates for Flash ROM or EPROM, b) manufacturer print driver updates, software patches or version updates provided by the manufacturer to AOS at no charge.

This agreement does not cover: a) replacement or repairs of any network devices not directly involved with the walk-up copying process, b) external controllers, software, external storage devices, print drivers, harnesses, wiring, mouse, keyboard or network harnessing, c) any reinstallations or repairs due to Client workstation reconfigurations or upgrades, d) reinstallation of print drivers for any reason. **Professional network support is offered by AOS on a time and material basis.** However, should Client terminate this Agreement prior to the end of its term, without cause, Client shall:

- a) Permit AOS to remove any AOS owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to AOS through the date of removal of such equipment and/ or supplies
- c) Pay AOS of the sum of remaining payments described in the print management fee.

ACCEPTANCE:

Acceptance of this Agreement by AOS is contingent upon (1) a satisfactory credit report on the Client and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from AOS current pricing. Unless advised to the contrary within fifteen days, the Client may consider the Agreement to have been accepted by AOS as written. For the purpose of helping to maintain the equipment listed in efficient operating condition, AOS agrees to furnish service and/or preventive maintenance subject to the following terms.

TERMS:

This Agreement will be automatically renewed for successive one year periods. The initial image fee for this Agreement will be the amount defined on the front page of this document. Image fees are subject to change, based upon age of equipment, condition of equipment, account status, and availability of parts & supplies. Either party may withdraw a unit from this Agreement at any time by giving thirty (30) days prior written notice to the other party following the initial contracted period.

CHARGES:

The Client agrees to pay all charges due hereunder. AOS will render initial Annual Maintenance Charge billing in advance upon receipt of a signed copy of this Agreement. A late charge of 1.5% per month, 18% annually, will be applied to all invoices 30 days past due. Any billing discounts will be back billed on multi-year contracts if contract is cancelled prior to the expiration date. Parts are replaced when necessary at no additional charge (unless specified elsewhere in this Agreement) to the Client. Parts new or parts equivalent to new in performance will be furnished on an exchange basis. Charges for service after normal business hours, Saturdays, Sundays and Holidays will be based accordingly to our prevailing hourly rates plus overtime. Normal business hours are Monday through Friday 8:00AM through 5:00PM exclusive of Holidays.

CLIENT AGREES TO:

Provide suitable electrical service and maintain proper environmental conditions. Provide AOS with meter/image readings as needed and to accept estimated reading based on service history for billing purposes if meter/image readings are not provided.

IMAGES ARE DEFINED AS:

Any document printed from the equipment (copies, prints, fax received and others). Scans and Fax Send are not charged as images.

DEFAULT:

If a Client does not pay the amount due hereunder, the Client agrees to pay cost and expenses of collection, including the maximum attorney's fee permitted by law.

SERVICE:

All inspections and emergency calls will be made during AOS normal business hours. Service technician test copies have been taken into consideration when pricing your image fee. Supplies consumed in the course of services performed by an AOS employee are non-recoverable. AOS may withhold service or terminate this agreement if the Client fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for service rendered this agreement and/or products sold of more than 30 days from date of invoice.

Total Quality Call- Your primary AOS technician, under the guidelines of the Standard Terms and Conditions, will act proactively as they follow a standard procedure for addressing hardware failures involving resolution of the immediate failure followed by a completion of a multi-point check list replacing high mortality parts as needed.

Preventative Maintenance- AOS will perform all necessary preventative maintenance including all required maintenance kits on the Equipment as set by the manufacturer's guidelines as well as preventative maintenance deemed necessary.

Response Time- AOS will respond to service calls placed to the Client Support Center (electronic or voice mail) within an average of four (4) hours of call placement. Response times for calls received outside of normal business hours will be measured from the start of business the following day.

Service Loaners- if we cannot repair your equipment in your office we will provide a free loaner until your equipment is repaired.

GENERAL:

This Agreement does not cover: (1) service performed or parts installed or adjusted by persons of which are NOT contracted by AOS, (2) parts or service required because of accident, negligence, fire, water, abuse or misuse, (3) AOS shall not be responsible for failure to render services for cause beyond its control, including, without limitation, strikes, labor disputes and Acts of GOD, (4) all supply items (drum, developer, toner, fuser & heat rollers) on this agreement are the property of AOS until the manufacturers suggested yield of said supplies have been met. Early termination of this Agreement will result in the forfeiture of all unused supply items on demand by AOS, (5) a freight charge will be added to each invoice to cover shipping of supplies to Clients location or Client may pick up supplies at AOS location, (6) this Agreement DOES NOT include paper or staples, (7) all requested movement of equipment will be done at AOS' current hourly rate, (8) Client/end-user is solely responsible for the removal of any data and/or images retained on the equipment.

The best way to contact American Office Solutions for service or supplies is service@getaos.com or (800) 346-6920



**10326 South Meridian Rd.
Clarklake, MI 49234
Phone: (517) 783-2855**

CUSTOMER
PHONE# (571) 333-7418

CUSTOMER
FAX#

DATE ORDERED
06/17/2024

ORDER ID#
18245

SALES ORDER CASH

Sold To East Lansing Public Schools
501 Burcham Drive
East Lansing, MI 48823

Ship To East Lansing Public Schools
501 Burcham Drive
East Lansing, MI 48823

CUSTOMER ACCOUNT NUMBER	REPRESENTATIVE	CUSTOMER PO NUMBER	SEND VIA	DATE REQUESTED
L0427J	Kaitlyn Tracy			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	
2	TASKalfa 4004i			
2	DP-7160			
2	DF-7100			
2	PF-7150			
2	Surge Protector-MX (15A)			
1	TASKalfa 4054ci			
1	DP-7160			
1	DF-7100			
1	PF-7150			
1	Surge Protector-MX (15A)			
3	TASKalfa 6054ci			
3	BF-730			
3	DP-7160			
3	DF-7140			
3	PF-7150			
3	PH-7A			
3	AK-7110			
3	Surge Protector-MX (15A)			
1	TASKalfa 6054ci			
1	BF-730			

SPECIAL INSTRUCTIONS:

Equipment is priced under OMNIA Contract R-191102

SELL AMOUNT	
\$247,448.62	
SALES TAX	
Total Order	\$247,448.62

REPRESENTATIVE'S ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY
AMERICAN OFFICE SOLUTIONS

COMPANY NAME: East Lansing Public Schools

AUTHORIZED SIGNATURE _____ TITLE _____

AOS REPRESENTATIVE'S SIGNATURE _____ DATE _____

OMNIA PARTNERS |

Copiers and Printing Equipment



OMNIA[®]

PARTNERS

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. We have brought together the nation’s two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide.

OMNIA Partners, Public Sector is the most experienced cooperative purchasing organization for [state](#) and [local government](#), [K-12 education](#), [colleges](#) and [universities](#).

Use of [Cooperative Contracts](#) reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. Our participants have access to the largest portfolio of competitively solicited and publicly-awarded contracts with best-in-class national suppliers.

All contracts are awarded by a government entity utilizing industry best practices, processes and procedures. We adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance with industry regulations.

Omnia’s team of certified public procurement professionals and cooperative purchasing experts is committed to bringing value to you and your government agency. We act as your advocates to leverage cooperative purchasing as a strategic part of your procurement strategy so you can drive efficiency, effectiveness and real savings within your agency or organization.

OMNIA Partners saves you time and money. Participating in the cooperative buying power of more than 60,000 entities helps you do more with less by reducing product and administrative costs. We are the largest and fastest-growing organization in public procurement, creating maximum purchasing power and resources for our participants.

OMNIA Partners, Public Sector participation has almost tripled over the past six years. We continue to put the people, processes and solutions in place to support the needs of public agencies and educational institutions nationwide.

Who We Serve



State Government



Local Government



Higher Education



K-12 Education



Nonprofit Organizations

“The information above is from OMNIA. Kyocera does not take responsibility for the accuracy of the information.”

E. Deputy Superintendent Contract

45

Motion: The Board of Education approves the contract for Glenn Mitcham, Deputy Superintendent, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education,
FROM: Dori Leyko, Superintendent
SUBJECT: Action Item – Deputy Superintendent Contract
DATE: June 24, 2024

Recommendation:

The Board of Education approve the contract for Glenn Mitcham, Deputy Superintendent, as presented.

Background:

Following the June 11, 2024 meeting of the Personnel Committee, I am recommending the presented contract for Deputy Superintendent Glenn Mitcham. The members of the Personnel Committee supported the salary, length of and all other terms of this contract.

This contract would align the Deputy Superintendent contract with the length of the Superintendent's contract of five years. Other updates include a salary scheduled increase and a bond stipend over the next three school years.

CONTRACT

CONTRACT OF EMPLOYMENT

DEPUTY SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Glenn Mitcham (*hereinafter* "Deputy Superintendent") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Deputy Superintendent for a period commencing on July 1, 2024 and ending on June 30, 2029, according to the terms and conditions as described and set forth herein as follows:

1. TERM

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

The Deputy Superintendent 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 Deputy Superintendent 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, Deputy Superintendent 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 Deputy Superintendent 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 Deputy Superintendent agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Deputy Superintendent 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, Deputy

Superintendent 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.

Duties for the Deputy Superintendent include but are not limited to:

- Carry out all curricular, instructional and assessment programming and activities
- Supervise and evaluate instructional coaches
- Supervise and evaluate assigned administrators
- Support implementation of the 2024 Safety, Security and Accessibility Bond projects
- Serve as the District administrator for the Sex Education Advisory Board (SEAB)
- Oversee allocation, compliance, implementation and reporting of Title 1, Title 2, Title 4, 31a and other state and federal grants related to academic programming
- Plan and oversee the professional learning program for all staff
- Assume the responsibility of the Superintendent in their absence

4. COMPENSATION

The Deputy Superintendent shall be paid in accordance with the following salary schedule:

Year	Salary
2024-25	\$175,000
2025-26	\$180,250
2026-27	\$185,658
2027-28	\$191,228
2028-29	\$196,965

If the Deputy Superintendent 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 Deputy Superintendent’s job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Deputy Superintendent’s compensation. The Deputy Superintendent shall not receive the above compensation increases for Contract years 2025-26, 2026-27, 2027-28 and 2028-29 if the Deputy Superintendent’s subsequent year’s evaluation rating is other than Effective.

Should the Deputy Superintendent 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 Deputy Superintendent 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 Deputy Superintendent and the Board, shall become a part of this Contract.

Tax Annuity: The Deputy Superintendent 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 deputy superintendent, 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

No years of service were credited for the 2014-15 Contract year.

Upon separation of the Deputy Superintendent during the term of this Contract, the Deputy Superintendent'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 Deputy Superintendent. For purposes of administering this provision, a week shall be regarded as having been worked if the Deputy Superintendent performed any work within that week. Any amounts due the Deputy Superintendent 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 Deputy Superintendent in excess of weeks worked during the fiscal/contract year shall be deducted from the Deputy Superintendent's remaining wages. The Deputy Superintendent, 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 Deputy Superintendent within three (3) business days of separation from employment. If not repaid in this manner, the Deputy Superintendent agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

For Contract year 2024-25, 2025-26 and 2026-27, the Deputy Superintendent shall receive a responsibility stipend, for extra duties related to the Safety, Security and Accessibility Bond project, in the amount of Five Thousand dollars (\$5,000).

5. RETIREMENT CONTRIBUTION

Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Superintendent's behalf, contribute to the Michigan Public School Employees' Retirement System (MPERS), those amounts (exclusive of MIP contributions) as required by law.

- A. All items under this Contract's Compensation section are direct compensation for contractual duties performed by the Superintendent's and the District will pay all applicable MPERS contributions on that direct compensation.
- B. If the Michigan Office of Retirement Services (ORS) reimburses the District or Superintendent for contributions made from reportable compensation in this Contract or any previous employment contract between the District and John Hood, the reimbursed amounts (employer or employee) will be paid to Superintendent through a 403(b)/401(a) plan with no cash option.
- C. If, in any year, the contributions in Paragraph 8.B., when added to the contributions in Paragraph 8.A. exceed the IRC 415(c) limit, the contributions in Paragraph 8.B. will be made in subsequent years.

6. WORK SCHEDULE/VACATION/HOLIDAYS

The Deputy Superintendent 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.

The Deputy Superintendent shall be granted paid vacation time of twenty-five (25) days per fiscal/contract year. Deputy Superintendent 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 Deputy Superintendent 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 Deputy Superintendent 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 Deputy Superintendent must have a minimum of ten (10) years of service with the district.

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

7. EVALUATION

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

8. TERMINATION

The Board shall be entitled to terminate the Deputy Superintendent's employment at any time during the term of this Contract when it determines that Deputy Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Deputy Superintendent 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 Deputy Superintendent during the term of this Contract, he/she 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.

9. SUSPENSION

Whether pending the procedures set forth in Section 7. or pending an investigation of the conduct of the Deputy Superintendent, the Deputy Superintendent 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 Deputy Superintendent is either reinstated or until the Board renders its decision regarding the Deputy Superintendent's employment status.

10. DISABILITY or INCAPACITY

In the event of Deputy Superintendent'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 Deputy Superintendent 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 Deputy Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Deputy Superintendent 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 Deputy Superintendent, it may require a second opinion, at Board expense.

Deputy Superintendent may request a ninety (90) work day unpaid leave extension in the event of his/her 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 Deputy Superintendent will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Deputy Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

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

11. TENURE

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

12. OUTSIDE ACTIVITIES

The Deputy Superintendent 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 Deputy Superintendent receives compensation for such activities, s/he may be required to use vacation time to cover the time missed from work. The Deputy Superintendent, if not using vacation time, must submit the honorarium paid to the Deputy Superintendent to the District immediately upon receipt. In the event the Superintendent, in his sole discretion, determines that any such activity interferes with the Deputy Superintendent's satisfactory performance or the time necessary for the Deputy Superintendent's satisfactory performance of duties, the Superintendent may require that the Deputy Superintendent 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.

13. MEDICAL EXAMINATIONS

The Deputy Superintendent 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, Deputy Superintendent shall authorize the release of medical

information necessary to determine if Deputy Superintendent 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 Deputy Superintendent 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.

14. 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 Deputy Superintendent and eligible dependents for the insurance programs as provided in Addendum A.

15. 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.

16. 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 Deputy Superintendent 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 Deputy Superintendent 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.

17. SICK LEAVE AND PERSONAL LEAVE

The Deputy Superintendent is credited twelve (12) days of sick leave annually.

The Deputy Superintendent 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 Deputy Superintendent warrants such attendance.

The Deputy Superintendent may use up to twelve (12) days each Contract year to attend to the following issues for a member of the Deputy Superintendent'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 Deputy Superintendent shall also receive three (3) personal business days per 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 Deputy Superintendent's on-the-job injury.

18. REIMBURSEMENT

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

19. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Deputy Superintendent while

engaged in the performance of a governmental function and while the Deputy Superintendent is acting within the scope of his/her 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 Deputy Superintendent 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 Deputy Superintendent. 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 Deputy Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Deputy Superintendent as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

20. ENTIRE AGREEMENT

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

21. 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).

22. GOVERNING LAW

Deputy Superintendent agrees that any claim or suit arising out of Deputy Superintendent'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. Deputy Superintendent 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 Deputy Superintendent

_____ 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 Deputy Superintendent and his/her eligible dependents include:

1. **Health insurance** – The Board shall make premium payments on behalf of the Deputy Superintendent 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 Deputy Superintendent elects MESSA ABC Plan 1 the Board shall contribute the following amount to the Deputy Superintendent’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 Deputy Superintendent 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 Deputy Superintendent does not elect medical coverage, they shall receive a \$243 monthly cash-in-lieu benefit provided the Deputy Superintendent 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 Deputy Superintendent MESSA Vision Services Plan 3 (VSP-3).

4. **Term life insurance** - The District shall provide without cost to the Deputy Superintendent 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 Deputy Superintendent'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 Deputy Superintendent an insured income continuation plan for disability extending beyond the Deputy Superintendent's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Deputy Superintendent'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 – The Deputy Superintendent 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 Deputy Superintendent'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.

Terminal leave - If the Deputy Superintendent resigns or retires in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), s/he 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 Deputy Superintendent shall not exceed \$12,500 and to qualify the Deputy Superintendent must have a minimum of ten (10) years of service with the district.

Paid holidays - Consistent with the District's calendar, the Deputy Superintendent 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, Memorial Day and Juneteenth.

F. Superintendent Contract

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Motion: The Board of Education approves the contract for Dori Leyko, Superintendent, as presented.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education

FROM: Chris Martin, Board of Education President

SUBJECT: Action Item – Superintendent Contract

DATE: June 24, 2024

Recommendation:

The Board of Education approve the contract for Dori Leyko, as presented.

Background:

Following the June 11, 2024 meeting of the Personnel Committee, I am recommending the presented contract for Superintendent Dori Leyko. The members of the Personnel Committee supported the salary, 5-year term, and all other terms of this contract.

**East Lansing Public Schools
Contract of Employment - Superintendent**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the June 24, 2024 meeting minutes of the **Board of Education** (“Board”) of the **East Lansing Public Schools** (“District”), the Board employs **Dori Leyko** (“Superintendent”) according to the terms and conditions of this Contract as specifically described below. Any extension of this Contract requires the Board’s express approval.

Terms

1. **Duration.** This Contract shall be for a five (5) year period beginning on July 1, 2024, and ending on June 30, 2029, subject to extension and termination as described below. A Contract year runs from July 1 through June 30.

2. **Extension.** The Board, in its sole discretion, may extend the Contract for an additional year upon completion of Superintendent’s annual performance evaluation. If an extension occurs, a written amendment shall be executed by the Superintendent and the Board President and Board Secretary no later than June 30 of the year in which the Superintendent’s annual performance evaluation is completed.

3. **Duties.** Dori Leyko shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board. The Superintendent acknowledges the Board’s ultimate authority as to her duties and agrees to faithfully perform those duties and to diligently implement the Board’s policies and education programs.

4. **Qualifications.** The Superintendent represents that she possesses and will maintain all certificates, credentials, and qualifications required by law, including Sections 1246 and 1536 of the Revised School Code, Michigan Department of Education regulations, and those required by the Board to serve in the position assigned, including but not limited to Board policy.

- A. As a condition of her continued employment, the Superintendent also agrees to meet all 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 Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate, and the Board will have no further obligation under its terms.

5. **Performance.** The Superintendent will devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with Board directives to carry out its policies and educational programs.

- A. The Superintendent will comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.

- B. The Superintendent will use her best efforts to maintain and improve the quality of the District’s programs, services, and operations and to constantly promote efficiency in all areas of her responsibility.

6. **Performance Evaluation.** The Superintendent’s performance shall be evaluated by the Board, at least annually, and pursuant to Board policy and Revised School Code Section 1249b (or its successor provision). See MCL 380.1249b.

- A. The annual evaluation process will be completed no later than June 30 of each Contract year that the Superintendent is evaluated. The Superintendent shall notify the Board by April 1 of the need to complete the pending evaluation by the contractual deadline.
- B. Within fifteen (15) calendar days after Board action on the Superintendent’s evaluation rating, the Superintendent may appeal a rating of needing support. The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President’s receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent’s appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent’s request. The Board’s decision is final and is not subject to arbitration.

Compensation

7. **Compensation.** The Superintendent shall be paid at an annual (12-month) base salary rate of not less than Two Hundred Thirty-Five Thousand Dollars (\$235,000) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the Board’s requirements and expectations.

- A. The annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30).
- B. If the Superintendent receives a rating of “effective” on her annual performance evaluation under Paragraph 6, the Board shall increase the Superintendent’s annual salary as follows:

2024-25	3% increase to base, annuity contribution of \$18,000
2025-26	3% increase to base, annuity contribution of \$19,000
2026-27	3% increase to base, annuity contribution of \$20,000
2027-28	3% increase to base, annuity contribution of \$21,000
2028-29	3% increase to base, annuity contribution of \$22,000
- C. The Superintendent’s per diem rate is calculated by dividing by 260 the annual base salary only (excluding from this formula any additional pay or benefits).
- D. Upon the Superintendent’s employment separation from the District during any Contract year, her salary shall be adjusted to reflect payment, on a per diem basis without fringes, for the number of days on which services were rendered during the Contract year. Any amount due the Superintendent upon separation shall be remitted by the Board to her as soon as the amount can diligently be determined. Any wage or benefit amount received by the Superintendent exceeding days worked during the Contract year shall be deducted from

the Superintendent's remaining wages. By executing this Contract, the Superintendent gives her written consent for such deduction.

- E. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, the Superintendent agrees that judgment may be entered against her in any Michigan court of competent jurisdiction for such amount(s).
- F. The Board retains the right to increase the Superintendent's annual salary 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 Superintendent and the Board, shall become a part of this Contract.

8. ***Tax-Deferred Annuity.*** The Board shall annually contribute the amount identified in Paragraph 7.B. above, as a non-elective contribution to a 403b annuity designated by the Superintendent from a list of eligible programs available through the District's 403b Plan. The Board shall remit this contribution no later than June 30 as part of the Superintendent's compensation for the Contract year ending on that date.

9. ***Retirement Contribution.*** Pursuant to the Michigan Public School Employees' Retirement Act, the Board will, on the Superintendent's behalf, contribute to the Michigan Public School Employees' Retirement System (MPSERS), those amounts (exclusive of MIP contributions) as required by law.

- A. All items under this Contract's Compensation section are direct compensation for contractual duties performed by the Superintendent and the District will pay all applicable MPSERS contributions on that direct compensation.
- B. If the Michigan Office of Retirement Services (ORS) reimburses the District or Superintendent for contributions made from reportable compensation in this Contract or any previous employment contract between the District and Dori Leyko, the reimbursed amounts (employer or employee) will be paid to the Superintendent through a 403(b)/401(a) plan with no cash option.
- C. If, in any year, the contributions in Paragraph 7.B., when added to the contributions in Paragraph 7.A. exceed the IRC 415(c) limit, the contributions in Paragraph 7.B. will be made in subsequent years.

Fringe Benefits

10. ***Reimbursed Expenses.*** Consistent with Board policy, the District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of her duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. The Board shall supply the Superintendent with a credit card that she may use for District-related expenses in compliance with Board policy.

11. ***Professional Development.*** Subject to approval by the Board President and consistent with Board policy, the Superintendent may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development

and certification. The District shall pay the Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for herself.

12. **Professional Dues.** The District shall pay the Superintendent's association dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the School District is located. The District will pay the costs of other memberships for the Superintendent with the Board President's approval.

12. **Transportation.** The District shall reimburse the Superintendent for use of her motor vehicle while conducting District business. Such reimbursement is limited to travel outside of Ingham County and shall be at the then-applicable District mileage reimbursement rate.

13. **Residency.** Board policy provides that the Superintendent has 365 days from the beginning of the contracted employment date to establish residency within a 20-mile radius of the District's boundaries, subject to state law. Noncompliance with this policy requirement shall result in the Superintendent's termination at the end of the first school year in which statutory and other required notices of termination can be timely given.

14. **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 Superintendent and her eligible dependents for the following insurance programs, subject to possible modification as stated in Paragraph 15 below.

A. Health and hospitalization insurance:

The Board shall make premium payments on behalf of the Superintendent and her eligible dependents for MESSA Choices 2 (PAK) with Saver RX; \$500/\$1,000 in-network deductible, \$20 OV, \$20 UR, \$50 ER *or* MESSA ABC Plan 1 with an annual Board-paid contribution to a health savings account in the amount of \$650 for a single subscriber or \$1,300 for a two-person or family subscriber. If the Board-paid contribution to a health savings account for employee groups increases during the term of this Contract, the Superintendent is eligible for the same increase. The Superintendent 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:

- (1) If electing MESSA ABC Plan 1 – 20%, or
- (2) 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 HSA contribution) between MESSA Choices II and MESSA ABC Plan 1, or
- (3) The amount above the State-defined “hard caps” per MCL 15.563 ~~should~~ if the Board takes s 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% 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.

C. Vision insurance:

The Board shall provide MESSA Vision Services Plan 3 (VSP-3).

D. Term life insurance:

The Board shall provide the Superintendent group life insurance protection with a maximum coverage of \$225,000; said insurance policy is payable to the Superintendent's designated beneficiary with provisions for double indemnity for accidental death.

E. Long-term disability insurance:

The Board shall provide the Superintendent an insured income continuation plan for disability extending beyond the Superintendent's accumulated sick leave. The Board will guarantee sixty percent (60%) of the Superintendent'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 in the attached document entitled MESSA "Negotiated LTD Plan Highlights."

F. Cash in lieu of insurance:

The Superintendent has the option of taking cash in lieu of insurance under the same terms and conditions as provided to other District administrators.

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

15. **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 programs identified in Paragraph 14, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and 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 as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring the 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 with respect to insurance benefits.

16. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of 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 Superintendent'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 insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board will, on a case-by-case basis, consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

17. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per Contract year, in addition to the holidays recognized by the District and identified in Paragraph 18 below.

- A. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the approval of the Board President.
- B. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year, except that the Superintendent may carry over up to ten (10) unused vacation days into the next Contract year.
- C. Any additional unused vacation days beyond the ten (10) days subject to carry-over, shall be paid at the Superintendent's per diem rate after the conclusion of the Contract year. This per diem payout is capped at fifteen (15) days per Contract year.
- D. Upon separation from employment with the District, the Superintendent shall be paid on a per-diem basis for up to a maximum of ten (10) unused vacation days.

18. **Holidays.** Consistent with the District's calendar, the Superintendent 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 (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, and Independence Day.

19. ***Sick and Personal Leave Days.*** If the Superintendent is absent from duty due to personal illness or personal business, she shall be allowed full pay for a total of twelve (12) sick leave days and three (3) personal business leave days per Contract year. Any personal business days not used by the end of the Contract year will convert to sick leave days. Unused sick leave days shall accumulate without limit (to include unused sick days earned while employed by the District in any capacity and not just as Superintendent) for absences due to personal illness only. Unused sick leave days are subject to pay-out upon the Superintendent's employment separation with the District at the following rate: One Hundred Dollars (\$100) per day up to a maximum of Seven Thousand Dollars (\$7,000) if employed by the District in any capacity for six (6) to ten (10) years, or Ten Thousand Dollars (\$10,000) if employed by the District for more than ten (10) years.

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

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
- B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of 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 Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when 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 Superintendent shall provide to the Board a fitness for duty certification from the Superintendent'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.

21. ***Medical Examination.*** The Superintendent 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 Superintendent's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

- A. Upon the Board’s request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
- B. Any medical examination or disclosure of such information required of the Superintendent 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 Superintendent may receive the results of Board-ordered tests and examinations upon written request.

Conditions

22. **No Tenure in Position.** In accordance with Board policy and applicable law, the Superintendent is not granted tenure in the administrative position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher.

23. **Nonrenewal.** The Board’s decision not to continue or renew the Superintendent’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.

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

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and shall be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Superintendent’s employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Superintendent.

25. **Resignation.** Superintendent shall provide at least ninety (90) days’ written notice to the Board of her intent to resign and terminate this Contract.

26. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit the 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 (AAA), except as expressly stated below. This arbitration shall also comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this dispute resolution process shall include all contract, statutory, and constitutional claims advanced by the Superintendent arising from 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. Accordingly, the Superintendent waives the right to adjudicate those claims in a judicial forum and instead opts to arbitrate those claims.
- B. This agreement to arbitrate means that the Superintendent is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
- C. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and the AAA costs, the parties expressly state their intent that the arbitrator's fees and AAA costs shall be shared equally by the Board and the Superintendent.
- 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 Superintendent's termination during the term of this Contract.
- E. 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.

27. **Limitations.** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising from an employment action may be longer than six (6) months but agrees to be bound by the six (6) month limitation period in this Contract and expressly waives any statute of limitations to the contrary. If a court of competent jurisdiction determines that this provision allows an unreasonably short time period 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 commenced.

28. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Prior or concurrent 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 the terms of this Contract is cancelled and superseded by this Contract. 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 and the President and Secretary of the Board.
- 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.

29. **Voidability.** 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).

30. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on June 24, 2024, the same to be incorporated by reference.

The parties have caused this Contract to be executed on the date noted.

Superintendent

Date: June ____, 2024

Dori Leyko

**East Lansing Public Schools
Board of Education**

Date: June ____, 2024

By: _____
Chris Martin
Its President

Date: June ____, 2024

By: _____
Tali Faris-Hylen
Its Secretary

VIII. **Committee Reports**

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

IX. **Announcements**

- A. The next regularly scheduled meeting of the Board of Education will be July 22, 2024.

X. **Adjournment**

Respectfully Submitted,

*Dori Leyko
Superintendent*