



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
July 22, 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 agenda of the July 22, 2024, regular meeting.

E. **Approval of Minutes**

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

1. June 24, 2024, regular meeting

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II. Recognition

III. Superintendent's Report

IV. Consent Agenda

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

A. Hiring of Darah (Kathleen) Fehrenbach - 1.0 FTE Kindergarten Teacher at Marble Elementary School at BA Step 9 effective August 26, 2024.

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B. Hiring of Allison Lubbers - 1.0 FTE 4th Grade Teacher at Marble Elementary at BA Step 3 effective August 26, 2024.

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C. Hiring of Taryn Tucker - 1.0 FTE 2nd Grade Teacher at Donley Elementary School at BA Step 3 effective August 26, 2024.

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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. Revision to Superintendent Contract

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Motion: The superintendent's contract approved by the Board on June 24, 2024, inadvertently included language to add 3% to the base salary for the 2024-25 contract year. Superintendent Leyko agrees that the error should be corrected. Accordingly, I move that Paragraph 7 of the superintendent's contract for 2024-25 strike only the following language: 3% increase to base in the 2024-25 reference line. All subsequent references to 3% increase remain in place. The Superintendent, Board President, and Secretary are directed to execute a contract addendum to that effect.

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 Board of Education meeting is August 12, 2024.

X. Adjournment

Respectfully Submitted,

***Dori Leyko
Superintendent***

I. Opening of Meeting

I.A. Call to Order

President Chris Martin called the meeting to order at 7:01 pm.

I.B. Roll Call

Dr. Terah Chambers:	Present
Dr. Kath Edsall:	Absent
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: 7, Absent: 1.

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 23-24/127: The Board of Education approves the June 24, 2024, regular meeting agenda, as presented.

This motion, made by Ms. Tali Faris-Hylen and seconded by Dr. Estrella Torrez, Passed.

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

Aye: 6, Nay: 0, Absent: 1

I.E. Approval of Minutes

Motion: 23-24/128: The Board of Education approves the minutes of the following meeting:

I.E.1. June 10, 2024

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

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

Aye: 6, Nay: 0, Absent: 1

II. Recognition

- No recognition

III. Superintendent's Report

- No Superintendent's Report

IV. Consent Agenda

Motion: 23-24/129: The Board of Education approves the consent agenda of the following item:

IV.A. MHSAA Resolution 2024-25

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

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

Aye: 6, Nay: 0, Absent: 1

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

- No public comment

VI. Board Discussion

- Cell phones at MMS and ELHS:
 - Chris Martin - The Surgeon General recommends curbing cell phone use for students; mental health issues and bullying; important for school districts to create a permission structure; this is a community effort
 - Tali Faris-Hylen – MMS did a wonderful job of no cell phone throughout the day; harder at the high school level; more restrictions at the high school level; would like to continue the conversation
 - Dori Leyko - a task for the high school workgroup to take on during PD and then possibly come to the Policy committee with recommendations
 - Estrella Torrez - incoming freshmen to be a part of the workgroup since they have experienced it at MMS
 - Terah Chambers - supports having a conversation but it is complicated and tricky; loves the no cell-phone policy at MMS; middle school students are an easier group to put a policy in place; high school is a little harder; students should be involved in the policy; just because the board explores something doesn't mean a policy is coming
 - Gary Holbrook - not cell phone but access to content such as social media; tablets, watches

VII. Action Items

VII.A. Recommendation to Hire Director of Special Education

Motion: 23-24/130: The Board of Education approves the contract for Dr. Precios Armstrong, Director of Special Education, effective July 8, 2024.

This motion, made by Dr. Terah Chambers and seconded by Dr. Estrella Torrez, Passed.

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

Aye: 6, Nay: 0, Absent: 1

VII.B. Racial Equity Policy

Motion: 23-24/131: The Board of Education adopts the Racial Equity Policy, as presented.

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

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

Aye: 6, Nay: 0, Absent: 1

VII.C. B & A Agreement with City of East Lansing

Motion: 23-24/132: The Board of Education approves the Eighth Addendum to Contract for Services and Use of School Facilities Agreement, as presented.

This motion, made by Mr. Gary Holbrook and seconded by Ms. Tali Faris-Hylen, Passed.

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

Aye: 6, Nay: 0, Absent: 1

VII.D. Purchase of Copiers and Renewal of Support Contract

Motion: 23-24/133: 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.

This motion, made by Dr. Terah Chambers and seconded by Dr. Estrella Torrez, Passed.
Discussion followed

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

Aye: 6, Nay: 0, Absent: 1

VII.E. Deputy Superintendent Contract

Motion: 23-24/134: The Board of Education approves the contract for Glenn Mitcham, Deputy Superintendent, as presented.

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

Discussion followed

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

Aye: 6, Nay: 0, Absent: 1

VII.F. Superintendent Contract

Motion: 23-24/135: The Board of Education approves the contract for Dori Leyko, Superintendent, as presented.

This motion, made by Dr. Terah Chambers and seconded by Mr. Gary Holbrook, Passed.

Discussion followed

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

Aye: 6, Nay: 0, Absent: 1

VIII. Committee Reports

VIII.A. Academic and Technology Committee

- No meeting

VIII.B. Facilities Committee

- No meeting
- Next meeting is July 11, 2024

VIII.C. Finance Committee

- No meeting

VIII.D. Intergovernmental Relations

- No meeting

VIII.E. Personnel Committee

- Last meeting discussed contracts
- No meeting scheduled

VIII.F. Policy Committee

- July 8 meeting is canceled
- Next meeting is August 5 at 10:30

IX. Announcements

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

X. Adjournment

The meeting adjourned at 7:42 pm.

President

Secretary



East Lansing
Public Schools

MEMORANDUM

TO: Board of Education

FROM: Rulesha Glover-Payne
Chief Human Resources Officer

SUBJECT: Human Resources Action Item

DATE: June 24, 2024

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Hire

It is recommended that the Board approve the hiring of **Darah (Kathleen) Fehrenbach** - 1.0 FTE Kindergarten Teacher at Marble Elementary School at BA Step 9 effective August 26, 2024.



MEMORANDUM

TO: Board of Education

FROM: Rulesha Glover-Payne
Chief Human Resources Officer

SUBJECT: Human Resources Action Item

DATE: July 11, 2024

Hire

It is recommended that the Board approve the hiring of **Allison Lubbers** - 1.0 FTE 4th Grade Teacher at Marble Elementary at BA Step 3 effective August 26, 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 24, 2024

Hire

It is recommended that the Board approve the hiring of **Taryn Tucker** - 1.0 FTE 2nd Grade Teacher at Donley Elementary School at BA Step 3 effective August 26, 2024.

**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	\$235,000 base salary, 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 cap” per MCL 15.563 if the Board takes 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