



# East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

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Regular Meeting  
August 11, 2025 - 7:00 PM  
MacDonald Middle School Auditorium  
1601 Burcham Dr  
East Lansing, MI 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: I move that the Board of Education approve the August 11, 2025, regular meeting, as presented.*

E. **Approval of Minutes**

**Motion: I move that the Board of Education approve the following minutes as presented:**

1. July 14, 2025, regular meeting

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East Lansing Public Schools  
Regular Meeting  
Monday, July 14, 2025 7:00 PM Eastern

Board Room  
509 Burcham Drive  
East Lansing, Michigan 48823

## 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           | Present |
| Ms. Tali Faris-Hylen      | Present |
| Dr. Elizabeth Lyons       | Present |
| Mr. Chris Martin          | Present |
| Dr. Estrella Torrez       | Absent  |
| Ms. Abbie Tykocki         | Present |
| Superintendent Dori Leyko | Present |

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

The mission statement was read by Trustee Elizabeth Lyons.

### I.D. Approval of Agenda

Motion 25-26/001: I move that the Board of Education approve the agenda of the July 14, 2025, regular meeting, as presented.

This motion, made by Ms. Tali Faris-Hylen and seconded by Ms. Abbie Tykocki, Passed.

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

Aye: 6, Nay: 0, Absent: 1

### I.E. Approval of Minutes

Motion 25-26/002: I move that the Board of Education approve the minutes of the following meetings, as presented.

I.E.1. June 23, 2025, regular meeting

I.E.2. June 23, 2025, closed session

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

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

Aye: 6, Nay: 0, Absent: 1

## II. Recognition

No recognition

## III. Superintendent's Report

Click [here](#) for the Superintendent's Report and [Bond Construction Update](#).

Discussion followed

## IV. Consent Agenda

*Motion 25-26/003: I move that the Board of Education approve the consent agenda to include the following:*

### IV.A. Human Resource Action Item - Updated

IV.A.1. Hiring of LaToya Benson as a conditional hire pending obtainment of certification -1.0 FTE Counselor at MacDonald Middle School at MA Step 5 effective at the beginning of the 25/26 school year. The individual will be paid at a daily rate of \$250 until certification is received.

This motion, made by Ms. Abbie Tykocki and seconded by Dr. Kath Edsall, Passed.

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

No Board discussion

## VII. Action Items

### VII.A. Administrator, Supervisor, and Exempt-at-will employee contracts from July 1, 2025, to June 30, 2027

*Motion 25-26/004: I move that the Board of Education approve the contracts for Administrators, Supervisors, and Exempt-at-will employees from July 1, 2025, to June 30, 2027, as presented.*

This motion, made by Dr. Kath Edsall and seconded by Ms. Abbie Tykocki, Passed.

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

Aye: 6, Nay: 0, Absent: 1

**VIII. Closed Session**

*Motion 25-26/005: I move that the Board of Education go into closed session pursuant to Section 8(c) of the Open Meetings Act related to collective bargaining.*

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

*Roll Call Vote*

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

Aye: 6, Nay: 0, Absent: 1

The Board went into closed session at 7:12 pm.

The Board returned to open session at 8:00 pm.

**IX. Committee Reports**

IX.A. Academic and Technology Committee

- Will meet in the Fall

IX.B. Facilities Committee

- Will meet in the Fall

IX.C. Finance Committee

- No report

IX.D. Intergovernmental Relations

- No report

IX.E. Personnel Committee

- No report

IX.F. Policy Committee

- Last meeting discussed Thrun Policy Updates

IX.G. Ingham School Officers Association (ISOA)

- Meetings begin in the Fall

**X. Announcements**

X.A. The next regular scheduled meeting of the Board of Education is July 28, 2025.

- May change this meeting

**XI. Adjournment**

President Chris Martin adjourned the meeting at 8:02 pm.

2. July 14, 2025, closed session

**II. Recognition**

**III. Superintendent's Report**

**IV. Consent Agenda**

**Motion: I move that the Board of Education approve the consent agenda to include the following items:**

**A. New Hires**

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## MEMORANDUM

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**TO:** Board of Education

**FROM:** Rulesha Glover-Payne  
*Chief Human Resources Officer*

**SUBJECT:** Human Resources Action Item

**DATE:** August 8, 2025

**Hire**

It is recommended that the Board approve the hiring of **Chuan-Ru Brown** - 1.0 FTE English Language Learner Teacher at Red Cedar Elementary at MA Step 5 effective August 21, 2025.

It is recommended that the Board approve the hiring of **Jennifer Harvey** – 0.50 FTE English Language Learner Teacher at Glencairn Elementary at MA Step 3 effective August 21, 2025.

It is recommended that the Board approve the hiring of **Jasmine Salmon** as a conditional hire pending obtainment of certification - 1.0 FTE School Social Worker at East Lansing High School at MA Step 11 effective August 21, 2025. The individual will be paid at a daily rate of \$250 until certification is received.

It is recommended that the Board approve the hiring of **Rachel Sherman** as a conditional hire pending obtainment of certification - 1.0 FTE Resource Room Teacher at MacDonald Middle School at BA Step 3 effective August 21, 2025. The individual will be paid at a daily rate of \$250 until certification is received.

1. Hiring of Chuan-Ru Brown - 1.0 FTE English Language Learner Teacher at Red Cedar Elementary at MA Step 5 effective August 21, 2025.

2. Hiring of Jennifer Harvey – 0.50 FTE English Language Learner Teacher at Glencairn Elementary at MA Step 3 effective August 21, 2025.

3. Hiring of Jasmine Salmon as a conditional hire pending obtainment of certification - 1.0 FTE School Social Worker at East Lansing High School at MA Step 11 effective August 21, 2025. The individual will be paid at a daily rate of \$250 until certification is received.

4. Hiring of Rachel Sherman as a conditional hire pending obtainment of certification - 1.0 FTE Resource Room Teacher at MacDonald Middle School at BA Step 3 effective August 21, 2025. The individual will be paid at a daily rate of \$250 until certification is received.

**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. June 2025 Thrun Policy Updates**

*Motion: I move that the Board approve the June 2025 Thrun Policy Updates as recommended, excluding Policies 3201A, 4105B, 5405, 5420, and 5421.*

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1301 Creation, Amendment, and Posting of Policies

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1401 Definitions

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## Series 2000: Bylaws

### 2500 Board Meetings and Open Meetings Act Compliance

#### 2504 *Public Participation at Board Meetings*

Any member of the public may address the Board at a Board meeting, subject to the following rules:

- A. Except during a public participation portion of a Board meeting, no member of the public or other person may address the Board during a public meeting without the express permission of the President or other presiding officer.
- B. The Board will follow public participation rules that balance the District's interest in an orderly public meeting with an individual's First Amendment rights. A copy of these rules and any additional public participation rules adopted by the Board will be made available at Board meetings. The Board's public participation rules include, but are not limited to, the following:
  1. before addressing the Board, a member of the public will state their name and address;
  2. each person's public comments are limited to 5 minutes per public participation period. This time limit may be adjusted by the President or other presiding officer to facilitate public participation at Board meetings;
  3. persons who are part of a group or organization or who share similar viewpoints are encouraged to designate a spokesperson to address the Board;
  4. public comments of a personal nature are prohibited when: (a) the comments are unrelated to the manner in which a Board member or District employee performs that person's duties, and (b) the comments cause a substantial disruption to the meeting;
  5. any public comment not protected by the First Amendment of the U.S. Constitution is prohibited;
  6. Board members may ask questions of the speakers but are not required to answer questions or make statements in response to a public comment;
  7. written statements and documents presented to the Board by a public participant or group are public records and must be given to the Secretary or designee; and
  8. any audio recording, video recording, broadcasting, or telecasting must be performed from the seating area designated for the public or in the area otherwise designated by the President, Superintendent, or designee, and must not disrupt the meeting.

- C. Once the President or other presiding officer has determined that each member of the public requesting to do so has had a reasonable opportunity to address the Board during a public participation portion of a Board meeting, the President or other presiding officer will announce that the public participation portion of the meeting has ended.
- D. If the President or other presiding officer determines that a member of the public has violated 1 or more of the above rules and refuses to come into compliance with those rules, the member of the public will lose the right to speak during public comment at that meeting. A person who persistently engages in disorderly conduct or otherwise breaches the peace at a Board meeting, after notice from the President or other presiding officer, may be removed.

Legal authority: U.S. Const, amend. I; MCL 15.263(1), 15.263(5); MCL 380.1808

Date adopted: December 13, 2021

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### 3110 *Data Breach Response*

“Data breach,” as used in this Policy, means “a breach of the security database” as defined in the Michigan Identity Theft Protection Act.

If the District experiences a data breach or receives notice of a breach of a database with District data, the Superintendent or designee, with the assistance of other staff or consultants as necessary, must do the following:

#### A. Assess and Investigate the Data Breach

1. Make a reasonable effort to identify the cause of the data breach and secure known access points.
2. Promptly conduct a reasonable investigation to determine the extent of the data breach and the identity of persons whose personal information has been compromised. The investigation will include, to the extent possible, an assessment of the software, hardware, and physical documents that were accessed; which personnel and third parties had access to the compromised data; and what specific information was compromised.
3. Contact legal counsel, insurance carriers, and any other person or consultant necessary to investigate the cause of or response to the data breach. If appropriate, the Superintendent or designee may also contact law enforcement.

#### B. Notifications Involving Michigan Resident Data

1. Promptly notify:
  - a. each Michigan resident whose personal information was accessed, including encrypted information, if the person accessing the information also had unauthorized access to the encryption key;
  - b. any other person or organization that owns or licenses data subject to a data breach affecting a Michigan resident; and
  - c. each consumer reporting agency that compiles and maintains files on consumers on a nationwide basis, if more than 1,000 Michigan residents receive notice of the breach.
2. Notices must:
  - a. be in writing;

- b. describe the data breach in general terms, the type of personal information accessed in the data breach, the District's response to protect data from further breaches, and remind the affected person of the need to remain vigilant for incidents of fraud and identity theft;
  - c. include the District's telephone number and any other telephone number where the recipient may receive additional information; and
  - d. whenever possible, be mailed to the postal address of the affected person.
- C. If a data breach or other digital intrusion compromises information of a non-Michigan resident, comply with the data breach notification law of that resident's state.

Legal authority: MCL 445.63, 445.72

Date adopted: December 13, 2021

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### ***3115 Non-Discrimination, Anti-Harassment, and Non-Retaliation***

The District does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis in admission, access to District programs and activities, or employment. Unlawful discrimination, including unlawful harassment and retaliation, in District programs, services, and activities is prohibited.

Title IX sexual harassment is covered by Policy 3118.

A contract to which the District is a party will be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, and marital status.

The Board directs the Superintendent or designee to designate one or more employees to serve as the District's applicable Coordinator(s), as described in Policy 3115B.

- A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.
- B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy 3115B – Designation of Coordinators.
- C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.
- D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.
- E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.
- F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.
- G. Reserved

H. Training and Notice: For more information about training requirements and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements and Policy Notice.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted: December 13, 2021

Date revised: August 12, 2024

Date revised: February 24, 2025

Date revised: August 11, 2025

**Series 3000: Operation, Finance, and Property**

**3100 General Operations**

**3115-F-1 Discrimination, Harassment, and Retaliation Complaint Form**

**District Letterhead**

This form is being submitted by: \_\_\_\_\_

Complainant Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**If the Complainant is a student:**

Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

School Building Attending: \_\_\_\_\_

**If the Complainant is an employee:**

Job Title: \_\_\_\_\_ Building: \_\_\_\_\_

**Complaint Details**

Reporter's Name and Relationship to Complainant: \_\_\_\_\_

Reporter's Phone: \_\_\_\_\_ Reporter's Email: \_\_\_\_\_

Respondent's Name: \_\_\_\_\_

Respondent's Relationship to Complainant: \_\_\_\_\_

1. Describe the alleged discrimination that you are requesting the District investigate. Please be specific. Describe the incident(s) and identify the individuals and potential witnesses involved. Describe or attach any evidence you believe is relevant. Attach additional pages if needed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Describe the date/time/location(s) of the alleged incident(s).

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3. What would you like the District to do to remedy the situation?

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Signature

Date

**For more information about the District’s complaint investigation process, see Policies 3115 through 3115H.**

**A person alleging discrimination may file a Complaint using the District’s Grievance Procedure. A Complaint may also be filed at any time with the Office for Civil Rights (OCR), U.S. Department of Education, 1244 Speer Boulevard, Suite 310, Denver, Colorado, 80204-3582. Filing a Complaint with the District is not a prerequisite to filing with OCR.**

**Use of this form is not required, but it does assist the District in gathering data related to the Complaint to ensure a prompt investigation. A Complainant’s failure to use this form will not be the basis to delay an investigation.**

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### 3115A Definitions for 3115 Series

- A. The following definitions apply to policies 3115-3115H, 4101, 4102, and 5202, which address non-discrimination, anti-harassment, and non-retaliation:
1. “Appeals Officer” means a person who is designated to hear a determination appeal or a dismissal appeal. The Appeals Officer may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.
  2. “Complainant” means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District’s education program or activity at the time of the alleged Unlawful Discrimination.
  3. “Complaint” means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.
  4. “Coordinator” means the person(s) designated by the District to coordinate the District’s compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.
  5. “Day” means a day that the District’s central office is open for business, unless otherwise indicated.
  6. “Decisionmaker” means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.
  7. “Disciplinary Sanctions” means consequences imposed on a Respondent following a determination that the Respondent engaged in Unlawful Discrimination.
  8. “Grievance Procedure” means the process outlined in Policy 3115E.
  9. “Informal Resolution Facilitator” means the person designated to facilitate an informal resolution process. The Informal Resolution Facilitator may not be the same person as the Investigator or the Decisionmaker.
  10. “Investigator” means the person designated to investigate a complaint of Unlawful Discrimination. The Investigator may be the same person as the Coordinator and Decisionmaker.

11. “Key Role” means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.
12. “Party” means a Complainant or Respondent.
13. “Remedies” means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District’s education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person’s access to the District’s education program or activity after the District determines that Unlawful Discrimination occurred.
14. “Respondent” means a person who is alleged to have violated the District’s prohibition on Unlawful Discrimination.
15. “Retaliation” means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District’s education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.
16. “Supportive Measures” means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:
  - a. restore or preserve that Party’s access to the District’s education program or activity, including measures that are designed to protect the safety of the Parties or the District’s educational environment; or
  - b. provide support during the District’s Grievance Procedure or during an informal resolution process.
17. “Unlawful Discrimination” means to treat a person differently or less favorably due to the person’s race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis or any other legally protected class, and includes unlawful harassment and retaliation based on a person’s membership in a protected classification.

## B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

1. ***Race, Color, or National Origin Harassment***, which is prohibited by Title VI and Title VII of the Civil Rights Act of 1964 and the Michigan Elliott-Larsen Civil Rights Act. Race, color, or national origin harassment is unwelcome conduct based on a person's actual or perceived race, color, or national origin that creates a hostile environment or becomes a condition of continued employment. Race includes traits historically associated with race, including, but not limited to, hair texture and protective hairstyles. Race, color, or national origin harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct.

Under this Policy, harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics, will be considered race, color, or national origin harassment.

2. ***Disability Harassment***, which is prohibited by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Michigan Persons with Disabilities Civil Rights Act. Disability harassment is unwelcome conduct based on a person's actual or perceived disability that creates a hostile environment or becomes a condition of continued employment. Disability harassment may take many forms, including slurs, taunts, stereotypes, or name-calling, as well as disability motivated physical threats, attacks, or other hateful conduct.
3. ***Sex-Based Harassment***, which is prohibited by Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Michigan Elliott-Larsen Civil Rights Act, and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy, sexual orientation, and gender identity. Title IX sexual harassment is governed by Policy 3118.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted: August 12, 2024

Date revised: February 24, 2025

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3100 General Operations

#### 3118 Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020 unless the District previously investigated the allegations under a different policy pursuant to the now-vacated Title IX 2024 regulations. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of Unlawful Discrimination and Unlawful Harassment (e.g., race, age, disability) that cannot be reasonably separated into distinct complaints should be investigated under this Policy. Complaints that include allegations of Title IX sexual harassment may be investigated under this Policy or bifurcated and investigated pursuant to the applicable Grievance Procedure under Policies 3115-3115H. Investigating other forms of discrimination, including harassment and retaliation, pursuant to this Policy will fulfill the District's investigation requirements under Policies 3115-3115H, 4104, and 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 3115-3115H, 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and Informal Resolution Facilitator cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or Informal Resolution Facilitator must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

#### A. Definitions

For purposes of this Policy only, the below terms are defined as follows:

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
  - a. a District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
  - b. unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
  - c. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
    - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent.
      - A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - C) Sexual Assault With an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
      - D) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

- E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
  - F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
- ii. “Dating violence” means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - iii. “Domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Michigan.
  - iv. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person’s safety or the safety of others; or (2) suffer substantial emotional distress.
2. “Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
  3. “Appeals Officer” is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
  4. “Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
  5. “Consent” means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District

employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. "Day," unless otherwise indicated, means a day that the District's central office is open for business.
7. "Decision-Maker" is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker's conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. "Education Program or Activity" means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
9. "Formal Complaint" means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. "Grievance Process" is the process by which the District investigates and determines responsibility for Formal Complaints.
11. "Investigator" is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
12. "Report" means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. "Supportive Measures" are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on any matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

#### B. Posting Requirement

The Title IX Coordinator's contact information (name or title, office address, electronic mail address, and telephone number), along with the District's Title IX nondiscrimination statement, must be prominently posted on the District's website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

#### C. Designation of Title IX Coordinator

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

#### D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

#### E. General Response to Sexual Harassment

##### 1. District's Obligation to Respond without Deliberate Indifference

Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

## 2. Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

## 3. Formal Complaint Filed

Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using a designated Title IX Sexual Harassment Formal Complaint Form.

## 4. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

## 5. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

## 6. Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

- a. District-provided counseling;
- b. course-related adjustments, such as deadline extensions;
- c. modifications to class or work schedules;
- d. provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
- e. no-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

## 7. Respondent Removal

### a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

### b. Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

## 8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

## F. Grievance Process

### 1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law

enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

## 2. Notice of Allegations

Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

- a. a copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. the sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. a statement that the Respondent is presumed not responsible for the alleged conduct;
- d. a statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. a statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. a statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. if the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

## 3. Informal Resolution

During the Grievance Process, *after* a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student.

A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

- a. allegations;
- b. informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and
- d. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

#### 4. Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

##### a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment

unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, during the Grievance Procedure. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Investigator or Title IX Coordinator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

#### b. Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

## 5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

- a. afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and
- b. provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

- a. identification of the sexual harassment allegations;
- b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
  - i. notification to the parties;
  - ii. party and witness interviews;
  - iii. site visits;
  - iv. methods used to collect evidence; and

- v. hearings held.
  - c. factual findings that support the determination;
  - d. conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
  - e. a statement of, and rationale for, the result as to each allegation, including:
    - i. a determination of responsibility;
    - ii. any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
    - iii. whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
  - f. appeal rights.
6. Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights.

Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole or in part for the following reasons only:

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.

An appeal must be filed with the Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

## G. Dismissal

### 1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

- a. the Formal Complaint's allegations, even if substantiated, would not constitute sexual harassment as defined in this Policy;
- b. the Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. the Formal Complaint's allegations did not occur in the United States.

### 2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

- a. the Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;
- b. the Respondent's enrollment or employment ends; or
- c. specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

## H. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance

Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular “party,” “Complainant,” or “Respondent” include the plural, as applicable.

## I. Remedies and Disciplinary Sanctions

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

1. providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. offering the parties school-based counseling services, as necessary;
3. providing the parties with academic support services, such as tutoring, as necessary;
4. rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. moving the Complainant’s or the Respondent’s locker or work space;
6. issuing a “no contact” directive between the Complainant and Respondent;
7. providing counseling memoranda with directives or recommendations.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

1. assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. additional staff training;
3. a climate survey; or
4. letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

#### J. False Statements

Any person who knowingly makes a materially false statement in bad faith during a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

#### K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

#### L. Retaliation

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

#### M. Training

All District employees must be trained on how to identify and report sexual harassment.

Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

1. the definition of sexual harassment;
2. the scope of the District's education programs or activities;
3. how to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and
4. how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

#### N. Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

#### O. Office for Civil Rights

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education Office for Civil Rights  
Cesar E. Chavez Memorial Building  
1244 Speer Boulevard, Suite 310  
Denver, CO 80204-3582  
Telephone: 303-844-5695  
FAX: 303-844-4303; TDD: 800-877-8339

Email: [OCR.Denver@ed.gov](mailto:OCR.Denver@ed.gov)

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

Date adopted: December 13, 2021

Date revised: October 3, 2022

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Date revised: October 23, 2023

Date revised: September 9, 2024

Date revised: February 24, 2025

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3201 Accounting

##### A. Financial Accounting

1. The District will maintain complete financial accounting records using the charts of accounts approved and published by MDE. The District will implement an accounting system as prescribed by MDE and the Michigan Public School Accounting Manual (Bulletin 1022).
2. The District's fiscal and accounting year will begin each year on July 1.
3. The District will have a certified public accountant audit its financial records at least annually.

##### B. Pupil Accounting

The District will implement a pupil accounting system in compliance with the State School Aid Act and as prescribed by MDE's Pupil Accounting Manual.

Legal Authority: MCL 380.1223, 380.1133, 380.1281, 380.1284; MCL 388.1606, 388.1613, 388.1618, 388.1701; Mich Admin Code R 340.1 et seq., 340.851 et seq.

Date adopted: December 13, 2021

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3211 *Post-Issuance Tax Compliance*

##### A. Policy

Federal tax law requires that issuers of outstanding tax-exempt or tax credit debt obligations (“Obligations”) comply with certain post-issuance requirements in the Internal Revenue Code (IRC) and Treasury Regulations. Obligations include, but are not limited to, tax-exempt bonds, refunding bonds, tax credit bonds, installment and lease purchase agreements, lines of credit, state aid notes, and tax anticipation notes.

##### B. Policy Implementation

To preserve the tax-exempt or tax credit status of the Obligations and to comply with federal tax law after Obligations have been issued, the Board authorizes the Superintendent or designee to establish administrative guidelines in connection with Obligations to comply with federal tax law.

##### C. Designation of Debt Compliance Officer

The District’s chief business official will be the debt compliance officer responsible for implementing this Policy (“Debt Compliance Officer”). In the absence of a chief business official, the Superintendent or designee will serve as the Debt Compliance Officer until a replacement Debt Compliance Officer is assigned. The Superintendent will ensure that a person serves in this position at all times. If the District contracts with a third party for business services, including another school district, the Superintendent or designee remains responsible for the oversight of the third-party Debt Compliance Officer.

##### D. Responsibilities of Debt Compliance Officer

The Debt Compliance Officer will be responsible for administration and oversight of post-issuance tax compliance requirements and other provisions of this Policy related to the District’s Obligations, including implementation and compliance with remedial action procedures outlined below. The Debt Compliance Officer’s responsibilities will include:

1. overseeing and managing compliance with federal rules and regulations applicable to post-issuance tax compliance for all outstanding Obligations from the date of issuance through the date of maturity of such Obligations, including any refunding Obligations related to the original issuance of debt;
2. consulting with bond counsel, financial advisors, and other professionals about non-compliance, if any, and required remedial actions as necessary;

3. maintaining written records of expenditures and investments of Obligations in accordance with subsection G;
4. supervising and ensuring timely filings of reports and forms required by state and federal agencies related to Obligations;
5. providing written documentation and other requested disclosures, including to the District's bond counsel, financial advisors, and other professionals, upon request;
6. monitoring arbitrage, yield restriction, and rebate requirements under IRC Section 148. This duty includes monitoring compliance with 6-month, 18-month, or 2-year spending exceptions, as applicable; and
7. monitoring all record retention requirements and oversee compliance with record retention requirements set forth in this Policy.

#### E. Internal Written Procedures and Protocols

1. The Debt Compliance Officer will develop written internal controls and procedures related to post-issuance tax compliance that address at least the following:
  - a. identifying and reporting non-compliance, including protocols for contacting bond counsel and financial advisors;
  - b. monitoring compliance with arbitrage, yield restriction, and rebate requirements under IRC Section 148; and
  - c. monitoring and tracking the use of bond-financed or refinanced assets, including identifying non-compliance and taking appropriate remedial action in accordance with Treasury Regulation 1.141-12.
2. Internal procedures and controls will provide for detailed written guidelines to be used for the purpose of identifying potential non-compliance. If non-compliance is confirmed, the Debt Compliance Officer will take immediate action to report and resolve non-compliance in accordance with the District's internal procedures and federal law and regulations.

#### F. Periodic Compliance Review

1. Annual Review. The Debt Compliance Officer will conduct an annual review of District records related to outstanding Obligations to ensure that such records, including tax documentation, are adequately maintained.
2. Periodic Review. The Debt Compliance Officer will review and update District records, including tax documentation, related to an Obligation upon the occurrence of any of the following events:
  - a. the retirement, defeasance, or refunding of an Obligation; and

- b. upon the sale, re-purposing, change in use, or refinancing of property purchased with outstanding Obligations that remain outstanding.

#### G. Record Retention

The District will maintain detailed written records of all expenditures and investments of Obligations for the life of the Obligation, which will be maintained until final maturity. With respect to bond issues, the District will maintain records of all expenditures and investments for the life of the bonds, including any subsequent refunding bonds, plus 3 years.

#### H. Training and Education

In the discretion of the Superintendent, the District may provide, at its cost, training for the Debt Compliance Officer and any additional personnel who assist the Debt Compliance Officer in the performance of duties described in this Policy.

Legal Authority: IRC 148; Treasury Regulation 1.141-12

Date adopted: December 13, 2021

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3200 Finance and Borrowing

#### 3212 *Post-Issuance Disclosure Compliance*

In connection with the District's issuance of securities that are subject to the requirements of Securities and Exchange Commission Rule 15c2-12 ("Bonds"), the District may be subject to a continuing disclosure undertaking or agreement ("CDA") to disclose certain information after issuance of Bonds. A CDA may be found in the Bond transcript of proceedings.

The chief business official ("Compliance Officer") will be responsible for establishing and coordinating compliance with this Policy.

#### A. The Compliance Officer

##### 1. The Compliance Officer will:

- a. monitor and verify compliance with the CDAs; and
- b. create and maintain an inventory of the District's outstanding financial obligations.

##### i. A financial obligation means:

- a debt obligation or a guarantee of a debt obligation; or
- a derivative instrument entered into in connection with, or pledged as security or a source of payment for, existing or future debt obligations or a guarantee of such derivative instrument.

- ii. Solely for the purposes of subsection C.2.b of this Policy, "financial obligation" does not include any municipal security for which a final official statement has been provided to the Municipal Securities Rulemaking Board pursuant to Rule 15c2-12.

2. The District, at its cost, will provide the Compliance Officer with training and educational resources necessary to ensure compliance with the CDAs.
3. The Compliance Officer has authority to seek guidance from the District's bond counsel and financial advisors to comply with the CDAs.

#### B. Review of Offering Materials

When the District issues Bonds, the Compliance Officer will review the preliminary official statement, final official statement, and other applicable offering materials to ensure they do not:

1. contain any untrue statement of a material fact; or

2. omit any material fact that needs to be included to ensure the statements are not misleading.

### C. Post-Issuance Obligations

1. The Compliance Officer will review continuing disclosure requirements before each annual disclosure deadline.
2. The Compliance Officer's annual review will include ensuring the following information, where applicable, is reported to the proper repository (as of the date of adoption of this Policy, the repository is the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board at <http://www.emma.msrb.org>):
  - a. By December 27 of each year (or as otherwise required in an applicable CDA):
    - i. audited financial statements for the most recently ended fiscal year in compliance with state laws, administrative rules, and generally accepted accounting principles applicable to the District as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board; and
    - ii. additional annual financial information and operating data set forth in the respective CDA or in the respective official statement for a particular Bond issue under the heading "CONTINUING DISCLOSURE" or similar heading.
  - b. Notice of certain reportable events, subject in some cases to a determination of materiality by the District, within 10 business days after the occurrence. See each CDA for the respective list of events, which typically includes the following:
    - non-payment related defaults, if material;
    - modifications to rights of bondholders, if material;
    - bond calls, if material;
    - release, substitution, or sale of property securing repayment of the Bonds, if material;
    - the consummation of a merger, consolidation, or acquisition, or certain asset sales involving the District, or entry into or termination of a definitive agreement relating to the foregoing, if material;
    - appointment of a successor or additional trustee or the change of name of a trustee, if material;

- incurrence of a financial obligation by the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders, if material;
  - principal and interest payment delinquencies;
  - unscheduled draws on debt service reserves reflecting financial difficulties;
  - unscheduled draws on credit enhancements reflecting financial difficulties;
  - substitution of credit or liquidity providers, or their failure to perform;
  - defeasances;
  - credit rating changes, including the District's underlying rating or an enhanced rating on the Bonds due to credit enhancement;
  - adverse tax opinions or events affecting the status of the Bonds, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material events, notices, or determinations as to the tax status of the Bonds;
  - tender offers;
  - bankruptcy, insolvency, receivership, or similar event of the District; and
  - default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.
- c. If the District retains a third party to assist the District with fulfilling its continuing disclosure responsibilities under any CDA, the Compliance Officer will annually review the contract and verify that the third party has fulfilled all of the District's continuing disclosure responsibilities.

Legal authority: 17 CFR 240.15c2-12; MCL 380.1351a

Date adopted: December 13, 2021

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3301 Purchasing and Procurement

This Policy applies to all purchases of materials, supplies, and equipment. Purchases acquired through lease financing are governed by this Policy, but true leases (i.e., rental agreements) are not.

##### A. Responsibility for Purchasing

The District's administration, under the Superintendent's supervision, may purchase items for the District, subject to Policy 2202 subsection C and any other parameters established by the Board.

##### B. When Competitive Bidding is Required

1. The District must competitively bid the purchase of an item or group of items costing an amount equal to or greater than the then-current state bid threshold published annually by MDE.
2. The District does not need to competitively bid a purchase if competitive bidding is not required by law.
3. The District will not artificially segregate purchases into smaller orders to avoid the bid threshold.

##### C. Bidding Procedure

1. The District may competitively bid a purchase using 1 or more of the following methods:
  - a. requesting written price quotations from at least 3 known and practical vendors of an item;
  - b. distributing a request for proposals to at least 3 known and practical vendors of an item;
  - c. posting a request for proposals on the District's website or any other website that regularly informs vendors of bid opportunities;
  - d. selecting a contract awarded to a winning bidder under a bid process operated by a reputable bid cooperative if the District determines, after reasonable due diligence, that the bid procedure used by the bid cooperative was fair and open, resulted in a bid award to the lowest responsible bidder, and the contract price is comparable to current market rates for the purchased item; or

- e. any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least 3 bids are actually received.
2. Each bidder responding to a request for proposals must certify that it is not an Iran-linked business as defined by MCL 129.312.
  3. Awarding Bids
    - a. If competitive bidding is required by law, any contract must be awarded by the Board to the lowest responsible bidder.
    - b. In determining bidder responsibility, the District may take 1 or more of the following into account:
      - the District's experience with the bidder;
      - others' experience with the bidder;
      - the bidder's history of satisfactory performance or questionable litigation, protests, or disputes;
      - the bidder's capitalization and solvency;
      - the length of time the bidder has been engaged in its business;
      - the recommendation of the District's professional consultants; and
      - any other factor consistently and lawfully applied.
    - c. In any bid procedure, the District reserves the right to reject any or all bids or waive any informalities or irregularities in the bid process.

#### 4. Michigan-Based Business Preference

The District may give up to a 10% preference to a bidder that is a Michigan-based business as defined by MCL 18.1268.

#### D. Purchases Using State Aid Act Funds

1. The District will not use state aid to purchase foreign goods or services if American goods or services are available, competitively priced, and of comparable quality.
2. The District will give a preference to goods or services manufactured or provided by Michigan businesses if competitively priced and of comparable quality.
3. The District will give a preference to goods or services manufactured or provided by Michigan businesses owned and operated by veterans if competitively priced and of comparable quality.

## E. Purchases Using Federal Funds

Purchases made with federal funds and subject to the federal Uniform Grant Guidance are also governed by Policy 3301A.

Legal authority: 2 CFR 200.1 et seq.; MCL 129.311 et seq.; MCL 380.1274; MCL 388.1764c

Date adopted: December 23, 2021

Date revised: December 12, 2022

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3301A *Purchasing and Procurement with Federal Funds*

This Policy applies to purchases of property and services with federal funds that are subject to the Uniform Grant Guidance. The federal regulation is incorporated by reference, and all terms in this Policy have the same meanings as defined therein (2 CFR 200.1-99).

##### A. State Law Requirements Still Apply

Bidding requirements under Policy 3301 and Policy 3306, as applicable, remain enforceable in addition to any requirements in this Policy.

##### B. Procurement Methods

When bidding is required, the District must use 1 of the following procurement methods that includes information sufficient to inform all potential bidders about the District's technical, service, and bid procedure requirements:

1. Purchases up to \$10,000 (micro-purchases)
  - a. To the extent District administration determines that the cost of the purchase is reasonable, micro-purchases may be made or awarded without bidding in accordance with this Policy. For purposes of this subsection, "reasonable" means the purchase is comparable to market prices for the geographic area.
  - b. To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers.
2. Purchases between \$10,000 and \$250,000 (small purchase procedures)

The District will use a bidding procedure in Policy 3301 subsection C.1., except that the District may use the bidding procedure in subsection B.1.a, above, for purchases up to the then-current state bid threshold published annually by MDE if the District satisfies the annual certification requirements of 2 CFR 200.320(a)(1)(iv).
3. Purchases over \$250,000
  - a. The District must either receive sealed bids through formal advertising or prepare a comprehensive request for proposals and submit it to at least 5 sources.
  - b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.

- C. The District will take affirmative steps to assure that small businesses, minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are included in bidding opportunities.
- D. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:
  - 1. within 48 hours of the time bid results are available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;
  - 2. the Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board's attention in the Superintendent's discretion; and
  - 3. a person's failure to file a protest as described above is an irrevocable waiver of the bid protest.

Nothing in this Policy reduces or eliminates the District's rights or protections afforded under the law.

- E. The District will retain all bids and formal bid solicitation documents for a period of 6 years after the bid opening date, or longer if required by law.

Legal authority: 2 CFR 200.1 et seq.

Date adopted: December 12, 2022

Date revised: October 23, 2023

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3300 Facilities, Real, and Personal Property

#### 3307 Construction Administration

This Policy sets forth procedures and requirements for District building and site improvements. Bidding requirements for construction appear in Policy 3306.

##### A. Plan Review

1. Before commencing construction, the District, or an authorized agent on the District's behalf, will submit project plans and specifications to the Michigan Bureau of Construction Codes Plan Review Division.
2. Alternatively, the District may submit the plans and specifications to the applicable local building department if the Board and the municipality's governing body have properly certified that full-time code officials, inspectors, and plan reviewers registered under the Skilled Trades Regulation Act will conduct plan reviews and inspections. In that situation, the District must also submit the plans and specifications to the Bureau of Fire Safety.
3. If required by Revised School Code Section 1263, before building a new high school or expanding a high school by at least 20% of its existing square footage, the District, or an authorized agent on the District's behalf, will submit the site plan to the local zoning authority for administrative review.
4. Before the District commences new construction or major renovation of a school building or athletic facility, the Superintendent or designee will consult with the law enforcement agency that will be the first responder for that building or facility about safety issues.

##### B. Professional Consultants

1. If the total cost of a school building construction project will be \$15,000 or more:
  - a. a Michigan-licensed architect or professional engineer must prepare the plans and specifications; and
  - b. a qualified person or firm must supervise construction as provided in MCL 388.852.
2. The District may hire a construction manager for any project. If the construction manager also performs construction, either directly or by assuming responsibility for the work of other contractors (e.g., construction manager as constructor):
  - a. the construction manager may not supervise such construction under MCL 388.852; and

b. the District must still bid the project as required by law.

C. Payment and Performance Bonds

1. For all contracts described in MCL 129.201 that exceed \$50,000, the principal contractor must procure performance and payment bonds in accordance with law.
2. Unless the Superintendent or designee determines otherwise, the District requires payment and performance bonds to be 100% of the contract sum.
3. The responsibility for procuring payment and performance bonds rests solely with the contractor. The District has no duty to ensure that a contractor has procured a payment or performance bond.

D. Prevailing Wage

1. Bid materials, project specifications, and contract documents must comply with applicable federal and state law prevailing wage requirements.
2. The responsibility for paying prevailing wage rates rests solely with the contractor. The District has no duty to ensure that a contractor has paid prevailing wage rates.

Legal authority: 40 USC 3141, et seq.; MCL 129.201 et seq.; MCL 339.6001 et seq.; MCL 380.1263, 380.1264; MCL 388.851 et seq.; MCL 408.1101, et seq.

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Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3402 Drills, Plans, and Reports

The Board will take reasonable steps to provide a safe and secure learning environment to protect students and employees.

##### A. Emergency Drills

The Superintendent or designee will schedule, notify, conduct, report, and post all fire, tornado, and other emergency drills as required by law.

##### B. Cardiac Emergency Response Plan

The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law. The Board will integrate the cardiac emergency response plan into the protocols of the local emergency response system and emergency response agencies. All high school athletic coaches must be certified in CPR and use of an AED by the American Red Cross, the American Heart Association, or a comparable organization approved by MDE.

##### C. Drinking Water Management Plan

The Board will develop, adopt, update, implement, and make available upon request a Drinking Water Management Plan as required by law.

##### D. Cooperation

The Superintendent or designee will act as liaison to work with the School Safety Commission and the Office of School Safety, including to identify model practices for determining school safety measures.

##### E. Safety and Emergency Plans

The Board will comply with the statewide school information policy, and the Superintendent or designee will provide all reports, information, and notices required by that policy. If the policy does not satisfy the requirements of Revised School Code Section 1308b(3), the Board will develop and adopt an emergency operations plan with public input and participation by at least 1 law enforcement agency having jurisdiction over the District. The statewide school information policy or the emergency operations plan, as applicable, will be reviewed every 2 years in conjunction with at least 1 law enforcement agency having jurisdiction over the District. The Board will notify MDE within 30 days after completing a required review.

##### F. Reporting Incidents of Crime

Each building principal will collect and update information at least weekly on incidents of crime in the applicable building. At least annually, the Board will post information on its website about incidents of crime in the District and will make this information available to Parents on a per-building basis. Within 24 hours after an incident occurs, the Superintendent or designee will report to the Michigan State Police crimes and attempted crimes identified in MCL 380.1310a(2).

Legal authority: MCL 29.19, 29.19b; MCL 380.1241, 380.1308, 380.1308a, 380.1308b, 380.1310a, 380.1319, 380.1901, et seq.

Date adopted: December 13, 2021

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3407 *Asbestos Management*

##### A. Asbestos Management Plan

The District will maintain an asbestos management plan for each school building and otherwise comply with the requirements of the Asbestos Hazard Emergency Response Act (AHERA) and related regulations.

1. Each asbestos management plan will address building inspections, re-inspections, preventative measures, periodic surveillance, response actions, operations and maintenance, notices, and other information required by law.
2. Each school building will maintain in its administrative offices a complete, updated copy of the asbestos management plan for that school building. The District's administrative offices will maintain complete, updated copies of asbestos management plans for all school buildings. The District will make asbestos management plans available for inspection without cost but may charge a reasonable amount to make copies.
3. The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.
4. The Board designates Supervisor of Operations and Maintenance to oversee the District's compliance with the asbestos management plan and AHERA.

##### B. Asbestos Abatement Contractors

1. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the contractor provides an affidavit describing (i) any criminal convictions relating to compliance with environmental laws or regulations, (ii) any notices of violation of environmental laws or regulations, and (iii) whether it has been subject to any administrative order or consent judgment within the preceding 5 years.
2. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project unless the District conducts a background investigation of the contractor seeking to bid on the project. At a minimum, the background investigation will include (i) consulting the webpage of the Michigan Department of Environment, Great Lakes, and Energy to determine if the contractor has received notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations, and (ii) consulting the webpage of the United States Department of Labor, Occupational Safety and Health Administration to determine if the contractor has received notices of violation of asbestos regulations.

3. The District will not enter into an agreement with an asbestos abatement contractor for an asbestos abatement project if:
  - a. the contractor's affidavit discloses a criminal conviction related to compliance with environmental regulations; and/or
  - b. the contractor has been issued five or more notices of violation of environmental regulations, or has been subject to an administrative consent order or a consent judgment involving environmental regulations within the immediately preceding five years, unless (i) the District investigates each of the notices, administrative consent order, or consent judgment and determines that the contractor is able to adhere to the agreement based on the District's observations of improvements or other demonstrated ability to comply with environmental regulations, (ii) the District makes such determinations in writing and publicly available, and (iii) the District conducts at least one public hearing for public input with at least thirty days' notice.

Legal authority: 15 USC 2641 et seq.; 29 CFR 1910.1001; 40 CFR 763 Subpart E; MCL 338.3351, et seq.; MCL 388.861 et seq.

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## Series 3000: Operations, Finance, and Property

### 3400 School Safety and Security

#### 3408 Firearms and Weapons

The District is a weapon-free school zone. Except as otherwise permitted by Policy or required by applicable law, a person may not possess a weapon on District property. See also Policy 5206. Each person on District property must also comply with the federal Gun-Free School Zones Act.

#### A. As used in this Policy:

1. An “antique firearm” means that term as defined by MCL 750.237a.
2. A “firearm” means any weapon that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.
3. “Pistol” means that term as defined by MCL 28.421.
4. “District property” means:
  - a. a building, playing field, or property used for school purposes to impart instruction to students or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses; and
  - b. a vehicle used by the District to transport students to or from a place described in subsection A.4.a above.
5. A “weapon” means a firearm, pneumatic gun, dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles, or any other object used, intended, or represented to inflict serious bodily injury or property damage.

#### B. Permitted Uses

The following persons may possess a weapon on District property:

1. a peace officer as defined by law or those persons listed in MCL 28.425o(5);
2. a student’s Parent licensed to carry a concealed pistol may carry a concealed pistol (but no other weapons) while in a vehicle if the Parent is dropping the student off at, or picking the student up from, the student’s school;
3. a person with permission from the Superintendent or designee to possess a firearm (but no other weapons) within any lawful parameters established by the Board;
4. an employee or contracted person if the possession of that weapon is to provide security services for the District;

5. a person licensed to carry a concealed pistol may possess a pistol but is only allowed to open carry;
6. a person who possesses a weapon provided by the District or the District's instructor for purposes of providing or receiving instruction in the use of that weapon; and
7. [Use in conjunction with subsection A.1: a non-student at least 18 years old who possesses an unloaded firearm (but no other weapons) in a wrapper or container in a vehicle's trunk while transporting a student to or from the school if any of the following apply:
  - a. the person is carrying an antique firearm while en route to or from a hunting or target shooting area or function involving the exhibition, demonstration, or sale of antique firearms;
  - b. the person is carrying a firearm while in possession of a valid Michigan hunting license or proof of valid membership in an organization having shooting range facilities and while en route to or from a hunting or target shooting area;
  - c. the person is carrying a firearm from the place of purchase to his or her home or place of business or to a place of repair or back to his or her home or place of business, or in moving goods from one abode or business to another abode or business; or
  - d. if the vehicle does not have a trunk, the person is carrying a firearm in the passenger compartment and the person is otherwise complying with the requirements of subsection b or c and the wrapper or container is not readily accessible to the vehicle's occupants.

#### C. Violations

1. Students and District personnel with knowledge that a person is in violation of this Policy should immediately report the violation to the building principal or designee.
2. Violation of this Policy will result in discipline of students, employees, and contractors, up to and including expulsion or termination, removal from District property, and referral to law enforcement.

#### D. Notices

1. The District will annually distribute the Michigan Department of Health and Human Services notice concerning the best practices for the safe storage of firearms to the parent or legal guardian of each student enrolled no later than October 1 of each year.

2. By October 1, 2025, and each October 1 thereafter, the District will annually post the Michigan Department of Health and Human Services notice to the District webpage.

Legal authority: 18 USC 921; 18 USC 922(q); MCL 28.425f, 28.425o; MCL 750.237a;  
MCL 380.1313b

Date adopted: December 13, 2021

Date revised: October 23, 2023

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4101 *Non-Discrimination*

##### A. Equal Employment Opportunity

The District is committed to equal employment opportunity and compliance with federal, state, and local laws that prohibit workplace Unlawful Discrimination, including unlawful harassment and Retaliation, based on any protected class or activity. This Policy applies to all aspects of employment, including recruiting, advertising, hiring, training, job placement, evaluation, classification, promotion, transfer, work assignment, compensation, benefits, discipline, demotion, termination, reduction in force, recall, and any other term or condition of employment.

This Policy prohibits discrimination against employees or applicants for employment based on the following protected classes: race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, height, weight, marital status, age, disability, genetic information, veteran status, military service, or any other legally protected class. This Policy also prohibits Retaliation based on a protected activity.

The District prohibits unlawful employment discrimination as required by applicable civil rights statutes, including:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, or national origin;
- Title VII of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, religion, sex (including gender identity, and sexual orientation), or national origin;
- Title IX of the Education Amendments of 1972, which prohibits discrimination based on sex;
- Age Discrimination in Employment Act of 1967 (ADEA), which prohibits discrimination based on age as to persons who are at least 40 years old;
- Equal Pay Act of 1963, which prohibits sex discrimination in payment of wages for persons performing substantially equal work in the same establishment;
- Section 504 of the Rehabilitation Act of 1973 (Section 504), which prohibits discrimination based on disability;

- Americans with Disabilities Act of 1990 (ADA), which prohibits discrimination against qualified persons with disabilities in employment, public service, public accommodations, and telecommunications;
- Pregnancy Discrimination Act of 1978, which prohibits discrimination based on pregnancy, childbirth, or related medical conditions;
- Pregnant Workers Fairness Act (PWFA), which requires covered employers to provide reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause an undue hardship;
- Genetic Information Non-Discrimination Act of 2008 (GINA), which prohibits discrimination based on genetic information as to health insurance and employment;
- Michigan Elliott-Larsen Civil Rights Act of 1976 (ELCRA), which prohibits discrimination based on race, color, national origin, age, sex, pregnancy, sexual orientation, gender identity or expression, religion, height, weight, or marital status;
- Michigan Persons with Disabilities Civil Rights Act of 1976 (MPDCRA), which prohibits discrimination against qualified persons based on disability that is unrelated to that person's ability to perform the duties of a particular position or genetic information; and
- Michigan Equal Pay Act, which prohibits discriminatory wage practices based on sex.

The District also complies with and prohibits employment action that violates the following statutes:

- Family and Medical Leave Act of 1993 (FMLA), which requires covered employers to provide up to 12 work weeks of unpaid, job-protected leave to eligible employees for certain family, military, and medical reasons, and up to 26 work weeks to care for a covered service member with a serious injury or illness;
- Earned Sick Time Act (ESTA), which provides eligible employees with earned sick time that may be used for certain reasons;
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), which provides job protection and reemployment rights to individuals who voluntarily or involuntarily leave employment to undertake military service, including military reservists and National Guard members called to duty;

- Public Employment Relations Act of 1947 (PERA), which prohibits a public employer from discriminating against an employee based on membership or non-membership in a labor organization;
- Fair Labor Standards Act of 1938 (FLSA), which establishes minimum wage, overtime pay, record keeping, and youth employment standards affecting employees; and
- Michigan Whistleblower Protection Act of 1980, which protects employees who report a violation or suspected violation of state, local, or federal law and employees who participate in hearings, investigations, or court actions.

## B. Reporting Requirements

Any employee who believes he/she has been subjected to behavior that violates this Policy is encouraged to file a complaint promptly with a supervisor. A complaint implicating an individual's civil rights will be investigated pursuant to the procedures outlined in Policy 4104 and 3115-3115H. A complaint alleging Title IX sexual harassment will be investigated pursuant to the procedures outlined in Policy 3118.

Employees with questions about compliance with this Policy and applicable laws should contact the Superintendent or the Employment Compliance Officer(s) identified in Policy 3115B.

Board members, administrators, and supervisors must promptly report incidents of Unlawful Discrimination and Retaliation that he/she observes or about which he/she receives information.

Board members, administrators, or supervisors who receive a complaint alleging a violation of this Policy must promptly report the complaint, in writing, to the Employment Compliance Officer(s) identified in Policy 3115B.

A failure to comply with reporting requirements may result in discipline, including discharge.

## C. Employment Discrimination Compliance Training

The District will train administrators, supervisors, and the Employment Compliance Officer(s) on how to address and investigate Unlawful Discrimination and Retaliation complaints.

The District may also provide Unlawful Discrimination and Retaliation training to Board members and employees.

Training may be provided by an outside entity or person approved by the District.

Legal authority: 20 USC 1681 et seq.; 29 USC 206 et seq., 701 et seq., 2601 et seq.; 38 USC 4301 et seq.; 42 USC 2000d et seq., 2000e et seq., 2000ff et seq., 12101 et seq.; H.R. 2617-1626, 117th Cong. § 103(1) (signed into

law December 29, 2022); MCL 37.1101 et seq., 37.2101 et seq.; MCL 423.201 et seq.; MCL 750.556; 34 CFR 106.1 et seq.; MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

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## **Series 4000: District Employment**

### **4100 Employee Rights and Responsibilities**

#### ***4103 Whistleblowers' Protection***

An employee shall report, on his/her own behalf or on behalf of another employee, a violation or a suspected violation of a federal, state, or local law, regulation, or rule to the employee's supervisor or the Employment Compliance Officer(s) identified in Policy 3115B. Reports must be made in good faith. An employee who makes or is about to make a report in good faith and in compliance with this Policy will not be discharged, subject to adverse employment action, or subject to other discrimination or retaliation because the employee was about to make or made a report.

If the employee's supervisor is the subject of the violation or suspected violation, the employee must report to the Employment Compliance Officer(s) or the Superintendent. If the Employment Compliance Officer(s) or the Superintendent is the subject of the violation or suspected violation, the employee must report to the President. If the President is the subject of the violation or suspected violation, the employee must report to the Vice President.

A report must be promptly submitted in writing pursuant to Policy 4101. The investigation of the alleged violation will be performed by an impartial investigator. The investigation may be referred to a third party investigator.

Legal authority: MCL 15.361 et seq.

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Date revised: August 11, 2025

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4106 Family and Medical Leave Act (FMLA)

This Policy will be interpreted and applied consistent with the FMLA, as amended, and its regulations. This Policy should not be interpreted to conflict with an applicable collective bargaining agreement where the collective bargaining agreement provides rights or obligations beyond those conferred by FMLA and that are not prohibited by FMLA.

#### A. Qualifying for FMLA Leave

##### 1. Employee Eligibility

- a. To be eligible for FMLA leave, an employee must:
  - i. have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave (full-time instructional employees are presumed to meet the 1,250 hour requirement);
  - ii. have completed 12 months (cumulative) of work for the District before the commencement of the leave. This includes non-consecutive intervals of employment with the District occurring up to 7 years before the commencement of the FMLA leave; and
  - iii. make the request at a time when the District has 50 or more employees at, or within 75 miles of, the worksite.
- b. The applicable 12-month period to determine an employee's entitlement to FMLA leave (i.e., the FMLA leave year) is a "rolling" 12-month period measured backward from when the FMLA leave would commence.
- c. An eligible employee taking FMLA leave to care for a covered service member or veteran with a serious injury or illness is allowed to take up to 26 work weeks of leave in a single 12-month period measured forward from the date the employee first takes leave.

##### 2. Qualifying Events

- a. An eligible employee may take FMLA leave, up to a total of 12 work weeks, during any 12-month period for any one or more of the following:
  - i. the birth or care of the employee's newborn child;
  - ii. the employee's care for a newly adopted child or child placed in the employee's home for foster care;
  - iii. to care for a spouse, child (who is younger than age 18, or over 18 but incapable of self-care), a Parent (but not parent-in-law), or an individual

for whom the employee stands *in loco parentis* who has a serious health condition;

- iv. the employee's own serious health condition; or
  - v. a qualifying military exigency about an employee, the employee's spouse, child (regardless of age), or Parent.
- b. An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for a covered service member who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. The employee must be the spouse, child, Parent (regardless of their child's age), or next of kin of the covered service member. This subsection applies to veterans of the Armed Services who suffered an injury or illness, or aggravated an injury or illness, in the line of duty on active duty if the veteran was a member of the Armed Forces at any time during the 5 years before receiving treatment.

### 3. Limitations on FMLA Leave

- a. The entitlement to leave for the birth of a child or placement of a child with an employee for the purposes of adoption or foster care expires at the end of the 12-month period beginning on the date of the birth or placement, and these circumstances do not qualify for intermittent or reduced schedule leave unless the Superintendent or designee approves an intermittent or reduced schedule leave in writing].
- b. Concerning spouses who are both employed by the District, and both eligible for FMLA leave, they are limited to a combined total of 12 work weeks of FMLA leave for the birth or placement, or related care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition. This limitation does not apply to the care of a spouse or child with a serious health condition or to an employee's own serious health condition.
- c. Concerning the entitlement to 26 work weeks of leave to care for a covered service member with a serious illness or injury, the 26 work week allotment may include other reasons for FMLA leave authorized by the Act. But in that allotment, an employee is not entitled to more than 12 work weeks of leave for reasons unrelated to the care for a covered service member with a serious illness or injury.
- d. Concerning spouses who are both employed by the District, and both eligible for FMLA leave to care for a covered service member, they are limited to a combined total of 26 work weeks of leave for all leaves authorized by the Act during the 12-month period commencing with FMLA leave to care for a covered service member. The spouses are subject to the 12 work week limitation for leave related to the birth or placement, or related

care, of a child for adoption or foster care with the employees or the care of a Parent with a serious health condition.

## B. FMLA Notice

1. An employee must give the District notice of FMLA leave as follows:
  - a. When the need for FMLA leave is foreseeable (e.g., for the birth of a child, placement for adoption or foster care, or planned medical treatment), 30 calendar days' notice is required. If the employee fails to give 30 calendar days' notice with no reasonable excuse, the District reserves the right to deny or to delay the employee's FMLA leave. If the FMLA leave is for planned medical treatment, the employee must make reasonable efforts to schedule treatment so as not to unduly disrupt the District's operations.
  - b. When the need for FMLA leave is unexpected, the employee must provide notice to the District as soon as practicable.
2. For both foreseeable and unexpected leave, employees must comply with District Policies, work rules, collective bargaining agreement provisions, and customary absence reporting procedures. Failure to comply with these requirements may be grounds to delay or deny the employee's FMLA leave request and may result in discipline.
3. Absent extenuating circumstances, within 5 work days after an employee requests FMLA leave or the District has reasonable information that an employee may qualify for FMLA leave, the District will provide to the employee a copy of this Policy and the U.S. Department of Labor's (DOL) "Notice of Eligibility and Rights & Responsibilities" DOL Form WH-381 (as updated).
4. Once the District receives sufficient notice, including any requested medical certification (see below), that an employee's leave qualifies as FMLA leave, the District will, absent extenuating circumstances, within 5 work days, notify the employee in writing whether the leave is designated as FMLA leave using DOL Form WH-382 (as updated).

## C. Certification

1. If an employee requests FMLA leave due to the employee's serious health condition or to care for a Parent, child, or spouse with a serious health condition, the employee must provide medical certification from a health care provider of the serious health condition involved and, if applicable, verification that the employee is needed to care for the family member and the expected duration of the leave. Employees requesting leave for a qualifying exigency or leave to care for a covered service member with a serious injury or illness must provide the appropriate certification. The District will provide the employee with the appropriate DOL form applicable to the employee's requested leave.

2. Employees must return the requested certification within 15 calendar days after the request. The District may delay or deny FMLA leave if submission of the certification is not timely.
3. Failure or refusal to provide requested medical certification within 15 calendar days may result in denial of the leave being designated as FMLA leave.
4. If an employee provides an incomplete or insufficient certification, the District will advise the employee, in writing, of the deficiencies and what additional information is needed. An employee must return the requested additional information within 7 calendar days. The District, but not the employee's direct supervisor, may contact an employee's health care provider for clarification or authentication of a certification. The District may not contact the employee's health care provider if a complete and sufficient certification, signed by the health care provider, is submitted.
5. If the District has reason to doubt the medical certification an employee submits, the District may require, at its expense, that the employee obtain a second opinion from a health care provider of the District's choice. If the second opinion differs, the District may require, at its expense, that a third opinion be obtained from a health care provider who is mutually selected by the employee and the District. The third medical certification will be final and binding on both parties. If the employee refuses to be examined by the third health care provider, the employee will be bound by the second opinion. The District may not request a second opinion for leave to care for a covered service member or veteran with a serious injury or illness.

The District may request recertification consistent with FMLA regulations. Recertification will be at the employee's expense.

The District may request recertification in less than 30 calendar days if: an employee requests an extension of FMLA leave; circumstances stated in the prior certification have changed significantly; or the District receives information that casts doubt upon the employee's stated reason for the absence or the certification's validity.

#### D. Concurrent Leave and Substitution of Paid Leave

FMLA leave provided to employees is unpaid, unless the employee has applicable paid leave. Applicable paid leave (e.g., sick, personal, business, vacation, paid time off, leave under Michigan Earned Sick Time Act (ESTA), or workers' compensation) will run concurrently with FMLA leave at the election of either the District or the employee. The ability to use paid leave concurrently with FMLA leave is subject to compliance with the procedures and conditions normally associated with the paid leave. A medical leave of absence covered by workers' compensation runs concurrently with FMLA leave and consistent with an applicable individual employment contract or collective bargaining agreement. FMLA leave beyond an employee's applicable accrued paid leave is unpaid.

## E. Intermittent and Reduced Schedule Leave

1. Eligible employees may take FMLA leave intermittently or on a reduced schedule when leave is taken to care for a family member with a serious health condition, for an employee's own serious health condition, because of a qualifying exigency, or to care for a covered service member or veteran, an eligible employee may take leave intermittently or on a reduced schedule when medically necessary.
2. Intermittent or reduced schedule leave will not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken. Intermittent and reduced schedule FMLA leave will be accounted for in the shortest increment used to account for leave generally within the employee's classification.

Employees must follow the District's absence reporting procedures when using intermittent leave.

3. When an instructional employee seeks to take intermittent or reduced schedule leave to care for a family member with a serious health condition, to care for a covered service member or veteran, or for the employee's own serious health condition which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20% of the total number of work days over the leave period, the District may either require the employee to take leave on a full-time basis for the duration of the requested intermittent or reduced schedule leave or temporarily transfer the employee to an alternate position with equivalent pay and benefits.
4. If an eligible employee requests intermittent or reduced schedule leave for a foreseeable medical treatment, including during a period of recovery from a serious health condition, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. The alternate position must have equivalent pay and benefits as the employee's regular position.

## F. Group Health Plan Benefits

1. Eligible employees are generally entitled to the continuation of District-provided group health plan benefits while on FMLA leave. Group health plan benefits include medical, dental, and optical insurance coverages in which the employee is enrolled at the time that FMLA leave is taken.
2. The District will continue paying its portion, if any, of the employee's group health plan costs and insurance premiums or representative premiums while the employee is on FMLA leave and in accordance with any applicable collective bargaining or individual employment contract. Any share or portion of the group health plan costs, insurance premiums, or representative premiums paid by the employee before FMLA leave must continue to be paid by the

employee during FMLA leave. See DOL Form WH-381. An employee's failure to pay his/her portion of group health plan costs, insurance premiums, or representative premiums during FMLA leave may result in loss of coverage if the employee's contribution is more than 30 calendar days late. The District will provide the employee with written notice at least 15 calendar days before cancelling the employee's coverage because of a failure to make employee contributions.

3. As addressed in subsection I below, an employee who fails to voluntarily return to work after FMLA leave may be required to repay the District for his/her group health plan benefit costs.

#### G. Return to Work

1. At the expiration date of an employee's FMLA leave, the employee will be returned to that employee's former position or an equivalent position with the same pay, benefits, and working conditions. An employee taking FMLA leave has no greater right to reinstatement than if the employee had been continuously employed during the FMLA leave period.

2. If an employee was unable to renew a license or certification because of FMLA leave and is no longer qualified for the employee's former position, the District will provide the employee reasonable time, on unpaid status, to fulfill the necessary return to work conditions.

#### 3. Instructional Employees

- a. "Instructional" employees are those whose principal function is to teach and instruct students in a class, small group, or individual setting.

- b. If an instructional employee begins FMLA leave more than 5 weeks before the end of a term or semester, the District may require the employee to take FMLA leave until the end of the term or semester if the FMLA leave is to last at least 3 weeks and the employee would return to work during the 3-week period before the end of the term or semester.

- c. If an instructional employee begins FMLA leave during the 5-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or veteran, the District may require that FMLA leave be taken until the end of the term or semester if the instructional employee would return to work during the 2-week period immediately before the end of the term or semester and the leave is to last more than 2 weeks.

- d. If an instructional employee begins FMLA leave during the 3-week period before the end of a term or semester because of the birth or placement for adoption or foster care of a child, to care for a spouse, child, or Parent with a serious health condition, or to care for a covered service member or

veteran, the District may require the employee to take FMLA leave until the end of the term or semester, if the leave will last more than five (5) work days.

- e. Any additional FMLA leave required of an instructional employee by the District will not count against the employee's allotment of FMLA leave.

#### 4. Fitness for Duty

The District may require that an employee returning from FMLA leave submit a fitness-for-duty certification from a health care provider which addresses the employee's ability to return to work and perform the essential functions of the employee's position. The District must provide the employee with notice of the requirement to provide a fitness-for-duty certification and the essential functions of the employee's position when the District provides the employee the designation of FMLA leave notice (DOL Form WH-382, as updated). If the employee fails to submit the fitness-for-duty certification in a timely manner, return from FMLA leave may be delayed by the District. The employee may be terminated if he/she fails to submit the fitness-for-duty certification.

5. Unless a collective bargaining agreement provides otherwise, an employee on unpaid FMLA leave is not entitled to accrue seniority, employment benefits (other than medical insurance), or any benefit conditioned on length of service or work performed.

#### H. Denial of Key Employee Restoration

1. The District reserves the right to deny restoration to the same or equivalent position to any eligible employee who is a key employee, meaning any employee who is paid a salary and is in the highest paid 10% of employees. The District may deny restoration if necessary to prevent substantial and grievous economic injury to the District's operations. If the District intends to deny restoration to a key employee, it will:
  - a. use DOL Form WH-381, as updated, to notify the employee of his/her status as a key employee in response to the employee's request for FMLA leave and provide the employee with an explanation of the consequences for the employee if the District determines that substantial and grievous injury will result to its operations if the employee is reinstated after FMLA leave;
  - b. notify the employee, in person or by certified mail, as soon as the District decides it will deny restoration and the reasons for the denial;
  - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice;
  - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration; and

- e. the District must maintain its group health plan cost, contributions, premium, or representative premium contributions for the employee's group health plan benefits for the entire term of the employee's FMLA leave, even after giving the employee notice that restoration will be denied.

#### I. Failure to Return to Work

1. An employee's unexcused failure to return to work upon expiration of FMLA leave will subject the employee to discharge unless the District grants an extension of leave as required by law or under a collective bargaining agreement, employee handbook, or individual employment contract. An employee who requests an extension of leave due to the continuation, recurrence, or onset of the employee's serious health condition, or the serious health condition of the employee's spouse, child, Parent, or covered service member or veteran, must submit to the employee's supervisor a written request for an extension. This written request must be made as soon as possible before the expiration of the employee's FMLA leave. Medical certification or recertification will be required to support any request for leave extension.
2. If an employee is unable to perform the essential functions of the position or an equivalent position at the end of FMLA leave, the District will comply with ADA requirements, as applicable.
3. If an employee fails to return to work after his/her FMLA leave expires, the employee must reimburse the District for any group health plan costs, contributions, premiums, and representative premiums that the District paid for continuation of the employee's group health benefits coverage during FMLA leave, unless the employee does not return due to: (a) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the District with sufficient certification from the proper health care provider of the continuation, recurrence, or onset of the serious health condition; or (b) other circumstances beyond the employee's control. This provision does not apply to any group health plan cost, insurance premium, or representative premium contributions made by the District for periods during which the employee used paid leave concurrently with FMLA leave.

#### J. Recordkeeping

1. The District will maintain the following records related to FMLA requests and use:
  - a. basic payroll information;
  - b. dates (or hours) during which eligible employees take FMLA leave;
  - c. copies of all notices, requests, and other documents related to FMLA leave;

- d. copies of documents evidencing group health plan cost contributions, insurance premium, and representative premium payments made by the District on behalf of an eligible employee on FMLA leave; and
  - e. documents related to disputes about eligibility or designation of FMLA leave.
2. Medical certifications and other medical documentation related to FMLA leave will be maintained in a separate, confidential file from an employee's personnel file. See Policy 4224.

#### K. Notice to Employees

The District will post the appropriate notice of rights poster in a location easily seen by employees and include a general notice of employee FMLA rights in applicable employee handbooks or by providing employees notice at their time of hire.

Legal authority: 29 USC 2601 et seq.; 29 CFR 825.100 et seq.

Date adopted: December 13, 2021

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 4000: District Employment

### 4400 Professional Staff

#### 4403 Performance Evaluation

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This Policy must be implemented consistent with Policy 1101.

A. Teachers as Defined by Revised School Code Section 1249 (K-12 certified teachers of record)

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
  - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
  - b. the teacher's performance; and
  - c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
  - a. all probationary teachers;
  - b. teachers rated needing support or developing; or
  - c. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;

6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher must be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

#### B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

C. Non-Teaching Professionals and Teachers Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals and teachers not subject to Revised School Code Section 1249, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted: December 13, 2021

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Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 4000: District Employment

### 4400 Professional Staff

#### 4407 Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b. This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
2. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.
3. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
4. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.
5. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline.
6. The Superintendent or designee is authorized to impose discipline except for:
  - a. nonrenewal of a probationary teacher; or
  - b. discharge of a probationary teacher.

The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

## B. Tenured and Non-Probationary Professional Staff

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

1. The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.
2. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).
3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
4. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).
5. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
7. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:
  - a. the seriousness of the offense;
  - b. the Professional Staff member's prior disciplinary and employment record;
  - c. whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;
  - d. the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
  - e. applicable federal or state law;
  - f. the Professional Staff member's acceptance of responsibility;
  - g. the likelihood of recurrence; and
  - h. any other factors the Superintendent or designee determine are relevant.
8. Disciplinary measures may include:
  - a. warning;
  - b. reprimand;
  - c. unpaid suspension;
  - d. financial penalty; or
  - e. discharge.

This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measure. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

9. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation.

10. The Superintendent or designee is authorized to impose discipline except for:
- a. the discharge of a Professional Staff member; or
  - b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based on the Superintendent's or designee's written recommendation and applicable procedures in the Teachers' Tenure Act.

11. A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

C. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by an applicable collective bargaining agreement or individual employment contract, employees holding extracurricular positions, including athletic coaches, may be disciplined for any lawful reason. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted: December 13, 2021

Dated revised: December 12, 2022

Date revised: January 22, 2024

Date revised: August 11, 2025

## Series 4000: District Employment

### 4400 Professional Staff

#### 4408 Termination

This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Teachers

For purposes of this Policy, the “termination” of a probationary teacher occurs when the probationary teacher is discharged during the term of an existing individual employment contract between the probationary teacher and the Board. Discontinuation of a probationary teacher’s employment at the expiration of an individual employment contract is not termination for purposes of this Policy and is addressed separately in Policy 4409.

The Board may terminate a probationary teacher for misconduct, inappropriate behavior, performance that is not effective, or for any other lawful reason at any time.

The Superintendent or designee may recommend the termination of a probationary teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Probationary teachers recommended for termination by the Superintendent or designee will be provided advance notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

##### B. Tenured Teachers

The Superintendent or designee may recommend the termination of a tenured teacher by filing tenure charges with the Board. The Board will consider whether to proceed on the tenure charges or modify the charges. A tenured teacher may be terminated for a reason that is not arbitrary or capricious.

The tenured teacher may challenge the Board’s decision to discharge or demote the teacher by timely filing an appeal with the State Tenure Commission.

##### C. Non-Teaching Professionals and Teachers not subject to the Teachers’ Tenure Act (preschool, GSRP, or other teachers if they did not serve a probationary period under the Tenure Act)

Unless otherwise provided by a collective bargaining agreement or individual employment contract: (1) a Non-Teaching Professional or teacher who is not subject to the Teachers’ Tenure Act is subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and (2) after 4 years, the non-probationary Non-Teaching Professional or teacher may be terminated for any reason that is not arbitrary or capricious, subject to due process.

The Superintendent or designee may recommend the termination of a Non-Teaching Professional or teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Non-Teaching Professionals or teachers recommended for termination by the Superintendent or designee will be provided advance written notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

#### D. Extracurricular Positions, Including Athletic Coaches

Unless otherwise provided by a collective bargaining agreement or individual employment contract, extracurricular positions, including athletic coaches, may be non-renewed or terminated at-will by the Superintendent or designee. For contracted extracurricular positions, including athletic coaches, see Policy 4207.

Legal authority: MCL 38.83(2), 38.101, 38.121

Date adopted: December 13, 2021

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Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 4000: District Employment

### 4400 Professional Staff

#### 4409 Non-Renewal

For purposes of this Policy, “non-renewal” of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers’ Tenure Act.

Teachers must serve a probationary period as required by the Teachers’ Tenure Act. A probationary teacher’s contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy must be implemented consistent with Policy 1101.

#### A. Probationary Period

1. A probationary teacher rated developing or needing support may be subject to non-renewal consistent with the Teachers’ Tenure Act. To attain tenure, a probationary teacher must receive a “highly effective” or “effective” rating on 3 year-end performance evaluations, including their most recent evaluation and have completed at least 4 full school years of employment. A teacher’s probationary period may extend, or the probationary teacher may be nonrenewed, if the teacher does not receive 3 consecutive effective ratings during the probationary period.

For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher’s probationary period. The Board may make such a reduction if it determines that it is in the District’s best interest considering factors such as the teacher’s employment history; certifications, approvals, or authorizations; experience in subject matter or grade level; professional development, training, and academic preparation; and any other relevant factors as determined by the Board.

2. Unless otherwise provided by a collective bargaining agreement or individual employment contract:
  - a. Non-Teaching Professionals who are not subject to the Teachers’ Tenure Act are subject to 4 years of probationary service and may be non-renewed or terminated at-will by the Board; and
  - b. After 4 years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.

#### B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers' Tenure Act. This Policy will be implemented consistent with that statute.
  2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting at which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation and may include supporting documentation.
  3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
  4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
- C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.
- D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.
- E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.

- F. Teachers who are not subject to the Teachers' Tenure Act may be non-renewed at the discretion of the Board for any lawful reason subject to an applicable collective bargaining agreement or individual employment contract. The teacher must have advance notice that the Board is considering nonrenewal and an opportunity to be heard. The teacher will receive written notice of a nonrenewal decision.

Legal authority: MCL 38.81 et seq., 38.91 et seq.

Date adopted: December 13, 2021

Date revised: January 22, 2024

Date revised: September 9, 2024

Date revised: August 11, 2025

## Series 5000: Students, Curriculum, and Academic Matters

### 5100 Student Rights

#### 5104 *Age of Majority*

State law recognizes students are adults at age 18 or when otherwise legally emancipated. Except as noted below, all Board Policies, applicable codes of conduct, and any other applicable rules or behavioral expectations apply to all students regardless of age.

Unless inconsistent with a court order, students who are 18 years or older or legally emancipated may:

- A. access or control their student records as provided by law;
- B. make decisions related to special education and Section 504;
- C. request a personal curriculum;
- D. represent themselves during disciplinary conferences;
- E. have other rights or privileges as determined by the Superintendent or designee;
- F. sign themselves in and out of school; and
- G. provide reason(s) for their absences and tardies.

Eligible students who wish to assert these rights must notify the building principal in writing. Otherwise, sections D-G above will not apply. The building principal or designee may notify an eligible student's Parent that the eligible student has exercised the rights listed under this Policy.

Legal authority: MCL 380.1278b; MCL 722.4, 722.52

Date adopted: December 13, 2021

Date revised: December 9, 2024

Date revised: August 11, 2025

## **Series 5000: Students, Curriculum, and Academic Matters**

### **5200 Student Conduct and Discipline**

#### ***5202 Unlawful Discrimination, Harassment, and Retaliation Against Students***

The District prohibits unlawful discrimination. “Unlawful Discrimination” includes unlawful harassment and retaliation, unless specifically stated otherwise. The District will investigate all allegations of Unlawful Discrimination and will take appropriate action, including discipline, against any person who, following an investigation, is determined to have engaged in Unlawful Discrimination.

Complaints alleging Unlawful Discrimination, harassment, and Retaliation against a student will be investigated using the process outlined in Policies 3115-3115H.

Complaints alleging Title IX sexual harassment will be investigated using the Grievance Process outlined in Policy 3118.

The identities of the District’s Title IX Coordinator, Section 504 Coordinator, and Civil Rights Coordinator are listed in Policy 3115B.

#### **A. Student Handbooks**

The Superintendent or designee will include in student handbooks a statement explaining the District’s policy against Unlawful Discrimination, including unlawful harassment and Retaliation. This statement must include an explanation of types of Unlawful Discrimination, examples of harassment, reporting requirements, and consequences as described in this Policy.

#### **B. Reporting Requirements**

District personnel must immediately report incidents of alleged Unlawful Discrimination, including incidents that District personnel witness or about which they receive reports or information, regardless of whether the incidents are verbal, visual, or physical, and whether the incidents also constitute harassment, bullying, or hazing.

District personnel who witness an act of Unlawful Discrimination must intervene immediately, unless circumstances would make intervention dangerous. A person who is unable to intervene should promptly attempt to find another person who is able to intervene, contact a building administrator, or contact law enforcement, as the situation requires.

Any student who witnesses an act of Unlawful Discrimination is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected Unlawful Discrimination. A student may also anonymously report an incident of Unlawful Discrimination. The District will investigate anonymous reports to the extent possible pursuant to Policies 3115-3115H or Policy 3118, as applicable. Minor students do not need Parent permission to file a

Complaint or participate in the Grievance Procedure described in Policies 3115-3115H and 3118.

### C. Office for Civil Rights

Any person who believes that he or she was the victim of Unlawful Discrimination may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education  
Office for Civil Rights  
Cesar E. Chavez Memorial Building  
1244 Speer Boulevard, Suite 310  
Denver, CO 80204-3582  
Telephone: 303-844-5695  
FAX: 303-844-4303; TDD: 800-877-8339  
Email: [OCR.Denver@ed.gov](mailto:OCR.Denver@ed.gov)

An OCR complaint may be filed before, during, or after filing a Complaint with the District. A person may forego filing a Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to Unlawful Discrimination also file a Complaint with the District to ensure that the District is able to take steps to prevent any further discrimination and to discipline the alleged perpetrator, if appropriate. OCR does not serve as an appellate body for District decisions. An investigation by OCR will occur separately from any District investigation.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

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## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

#### 5401 Parent Involvement in Education

##### A. Parent Involvement

The District will take the following steps to encourage Parent involvement in their student's education:

1. Parents will be provided the opportunity to review District-approved curriculum, textbooks, and instructional materials, including any material that will be used in connection with a survey, analysis, or evaluation, upon request.
  - a. Requests to review curriculum, textbooks, and instructional materials must be made to the building principal.
  - b. Parents may review textbooks based on availability and may review instructional materials within a time frame determined by the building principal or designee.
2. Parents will be permitted to attend and observe instructional activities in a class or course in which their student is enrolled and present.

Parents must make an appointment with the building principal to observe instructional activities in a class or course in which the student is enrolled and present. The building principal will permit a Parent observation unless the building principal determines that the observation would disrupt the class or course. Frequent observations are likely disruptive. Absent unusual circumstances, as determined by the building principal, observations that last more than 30 minutes or occur on consecutive days will not be permitted. Parents who want to observe instructional activities also must adhere to Policy 3105.

Parents are not permitted to observe testing.

3. Parents may inspect and review their student's education records, upon written request, consistent with Policy 5309 and state and federal law.
4. A copy of this Policy must be included in the Student Handbook.
5. See Policy 5405 for Parent and Family Engagement Policy at schools receiving Title I funds.
6. The Superintendent is directed to develop and implement parental involvement contracts with Parents. These contracts must be voluntary and must include the following:
  - a. The Parent will:

- i. review homework and offer assistance when needed;
  - ii. ensure the student arrives at school each day on time and ready to learn;
  - iii. attend school functions and support the student's school activities; and,
  - iv. make every effort to attend parent-teacher conferences.
- b. The student will:
- i. participate in class discussions;
  - ii. complete assignments in an accurate, neat, and timely manner;
  - iii. come to school each day on time;
  - iv. pay attention in class and complete assigned lessons;
  - v. obey applicable rules and codes of conduct; and
  - vi. respect teachers, school administrators, and other students.
- c. The teacher will:
- i. set high standards for quality instruction that promote grade-appropriate academic skills;
  - ii. keep accurate attendance records;
  - iii. teach students how to study;
  - iv. review basic concepts taught in class;
  - v. maintain a welcoming atmosphere; and
  - vi. provide flexible scheduling for Parent visits and participation.
- d. Ways for the Parent to explain any obstacles that prevent compliance with the contract.

If a parental involvement contract identifies obstacles to participation, the Superintendent will consider accessing possible resources to help overcome those obstacles.

## B. Assessments and Surveys

### 1. State assessments

Pursuant to state law, the District will not approve Parent requests to opt students out of state assessments.

### 2. National Assessment of Educational Progress

As a condition of receiving federal funds and as required by state law, the District may be selected to participate in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. Student participation in NAEP is voluntary.

The District will notify Parents of students eligible to take the NAEP before the assessment is administered. Parents wishing to opt their students out of the NAEP assessment must notify the District in writing at least 3 school days before the assessment date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

### 3. Surveys

Parents will be notified before their student participates in surveys on certain topics in accordance with Policy 5308.

Legal authority: MCL 380.1137, 380.1280b, 380.1295, 380.1507(3)

Date adopted: December 13, 2021

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Date revised: August 11, 2025

## **Series 5000: Students, Curriculum, and Academic Matters**

### **5400 Curriculum, Instruction, and Parent Involvement**

#### **5406 Title I Funds**

The District will use Title I funds (including Perkins V funds) to supplement, not supplant, state and local funds that would, in the absence of Title I funds, be spent on Title I programs. The District will ensure that Title I funds will not be used to provide services that otherwise take the place of public education services that are to be provided to all students. A student's eligibility for Title I services may not disqualify the student from any service for which the student is otherwise eligible.

The District will maintain records of Title I-funded professional development. The Superintendent or designee will ensure that professional development is aligned with the needs of the District's Title I programs. Title I-funded professional development will not duplicate that which is funded from other sources and which, in the absence of Title I funds, would be provided to all staff.

Legal Authority: 20 USC 6301 et seq.

Date adopted: December 13, 2021

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Date revised: August 11, 2025

## Series 5000: Students, Curriculum, and Academic Matters

### 5400 Curriculum, Instruction, and Parent Involvement

#### 5411 *Student Promotion, Retention, and Placement*

The District has the sole discretion to make promotion, retention, and placement decisions for its students, consistent with state and federal law. The District may consider Parent requests that a student be placed in a particular classroom, building, educational program, or grade.

##### A. Student Promotion and Retention

The building principal will attempt to consult with a student's Parent before deciding to retain a student, advance a student to the next grade mid-year, or allow a student to skip a grade level. If the Parent disagrees with the building principal's decision about promotion or retention, the Superintendent or designee will make the final decision.

##### B. Student Placement

The Superintendent or designee will determine a student's classroom and building placement based on District needs, available space, and educational expertise, consistent with state and federal law. The District's placement decision is final. Nothing in this section may be construed to limit or modify rights under state or federal laws applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

##### C. Intradistrict Choice

A student who is the victim of a violent criminal offense at school may transfer to another public school in the District, if available. A student who is attending a persistently dangerous school may transfer to another public school in the District, if available. The Superintendent or designee will notify Parents if their student is eligible to transfer under this Policy.

This Policy incorporates the definitions for "violent criminal offense" and "persistently dangerous school" contained in the Michigan State Board of Education's Statewide Safe School Choice Policy.

##### D. Nontraditional Programs

The District may operate nontraditional programs to meet the needs of all students. Nontraditional programs may include alternative education or virtual settings. The building principal or designee will attempt to consult with a student's Parent before finalizing a decision to move a student to a nontraditional program. If the Parent disagrees with the building principal's or designee's decision, the Superintendent or designee will make the final decision, consistent with applicable law. Nothing in this section may be construed to limit or modify rights under state or federal laws

applicable to students with disabilities, including the right to have placement decisions made by an IEP or Section 504 Team.

E. Reserved

Legal authority: 20 USC 7912; MCL 380.1278a, 380.1278b, MCL 388.1621f

Date adopted: December 13, 2021

Date revised: October 23, 2023

Date revised: December 9, 2024

Date revised: August 11, 2025

## **Series 5000: Students, Curriculum, and Academic Matters**

### **5600 Student Support Services**

#### **5603 Section 504**

The District does not discriminate against any student with a disability, as that term is defined in Section 504 of the Rehabilitation Act (Section 504), in any District program or activity. Any claim of disability-based discrimination will be addressed pursuant to Policies 3115-3115H and 5202.

Eligible students are entitled to a free appropriate public education through a Section 504 plan. Students with disabilities who are also eligible for services under Policy 5601 will receive a free appropriate public education through an IEP.

The District will follow federal law and applicable regulations and guidance in identifying, locating, evaluating, and educating students with disabilities under Section 504. The Superintendent or designee will develop and implement procedures for identifying and serving eligible students under Section 504 that are consistent with federal law.

For purposes of this Policy, a free appropriate public education means the provision of regular or special education and related services that are designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met, and that are provided without cost (except for District fees imposed on students without disabilities and their Parents).

Date adopted: December 13, 2021

Date revised: December 9, 2024

Date revised: August 11, 2025

## Series 5000: Students, Curriculum, and Academic Matters

### 5700 Student Health and Safety

#### 5701 Abuse and Neglect

##### A. Child Abuse and Neglect

Mandated reporters must immediately report all instances of suspected child abuse or neglect pursuant to Michigan's Child Protection Law and Policy 4202. All other employees, volunteers, and contractors who are not mandated reporters are also expected to immediately report all instances of suspected child abuse or neglect.

The District will cooperate with Children's Protective Services (CPS) during an investigation of suspected child abuse or neglect. Cooperation may include allowing CPS access to a student without Parent consent if CPS determines access is necessary to complete the investigation or prevent abuse or neglect. The District will not impose conditions on the investigator or investigation beyond what is permitted by law.

Before a CPS investigator is given access to a student, the building principal or designee will verify the investigator's credentials.

The building principal or designee may be present for the student's interview, at the discretion of CPS. If CPS seeks to remove a student from school, the building principal or designee will: (1) provide CPS with the student's Parent phone number and address; and (2) request that the CPS official sign a statement certifying that the student is being removed because of safety-related concerns. If the CPS official refuses to or is unable to sign the requested certification, the building principal or designee will document the removal, including the name(s) of the CPS official(s) removing the student, the stated reason(s) given for the removal, the identity of the person(s) witnessing the removal, and the date and time of the removal.

The District may share student records with CPS only as permitted by Policy 5309 and the Family Educational Rights and Privacy Act.

If the District makes a report to CPS, the District will maintain a copy of the written report with the reporter's identity redacted. The reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

"Mandated reporter" means a physician, dentist, physician's assistant, registered dental hygienist, medical examiner, nurse, person licensed to provide emergency medical care, audiologist, psychologist, physical therapist, physical therapist assistant, occupational therapist, athletic trainer, marriage and family therapist, licensed professional counselor, social worker, licensed master's social worker, licensed bachelor's social worker, registered social service technician, social

service technician, a person employed in a professional capacity in any office of the friend of the court, school administrator, school counselor or teacher, law enforcement officer, member of the clergy, or regulated child care provider who has reasonable cause to suspect child abuse or child neglect.

## B. Vulnerable Adults

All school employees must report suspected abuse, neglect, or exploitation of a vulnerable adult consistent with Michigan's Social Welfare Act.

The District will cooperate with an Adult Protective Services (APS) investigation to the extent required by law. The District may share student records with APS only as permitted by Policy 5309 and the Family Educational Rights and Privacy Act.

If the District makes a report to APS, the District will maintain a copy of the written report with the reporter's identity redacted. The reporter's identity will remain confidential unless disclosure is authorized by the reporter's consent or by court order.

Legal authority: 20 USC 1232g; MCL 722.621 et seq.; MCL 400.11a

Date adopted: December 13, 2021

Date revised: December 9, 2024

Date revised: August 11, 2025

## Series 5000: Students, Curriculum, and Academic Matters

### 5700 Student Health and Safety

#### 5707 School Wellness Policy

The District is committed to providing a school environment that enhances opportunities for learning and lifelong wellness.

##### A. Nutrition Promotion and Education Goals

All students will receive nutrition education annually that is aligned with the Michigan Health Education Grade Level Content Expectations and the Michigan Merit Curriculum Guidelines for Health Education. Teaching healthy eating behaviors will be part of the curriculum.

The District promotes healthy food and beverage choices for students. The District will implement evidence-based healthy food promotion techniques through:

1. offering school meal programs; and
2. publicizing foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards. The District will collaborate with public and private entities to promote student wellness.

The District will make water available to students throughout the school day.

##### B. Physical Activity Goals

The District will offer physical education programs that are designed to equip students with the knowledge, skills, and values necessary for lifelong physical activity. Physical education instruction will be aligned with the Michigan Physical Education Grade Level Content Expectations and the Michigan Merit Curriculum Guidelines for Physical Education.

Students will have the opportunity to participate regularly in supervised physical activities, either organized or unstructured, intended to maintain physical fitness and an understanding of the benefits of a physically active and healthy lifestyle.

The District strives to provide physical activity breaks for all students, including recess for elementary students and before and after school activities, and encourages students to use active transport (e.g., walking, biking).

The District encourages Parents to support their students' participation in physical activity, to be physically active role models, and to include physical activities in family events.

##### C. Goals for Other School-Based Activities Designed to Promote Student Wellness

The District may partner with community members or groups to implement this Policy. The District will also:

1. participate in state and federal child nutrition programs as appropriate;
2. allow other health-related entities to use school facilities for activities such as health clinics, screenings, and wellness events consistent with Policy 3304;
3. use evidence-based strategies to develop, structure, and support student wellness; and
4. create environments conducive to healthy eating, physical activity, and conveying consistent health messages.

D. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

The District will ensure that students have access to foods and beverages that comply with applicable laws and guidelines including, but not limited to, the USDA Nutrition Standards for School Meals and the USDA Smart Snacks in School nutrition standards.

The District will offer students a variety of age-appropriate, healthy food and beverage selections including fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements to promote student health and reduce childhood obesity.

E. Standards for All Foods and Beverages Provided, But Not Sold, to Students During the School Day

The District may provide a list of healthy food and beverage alternatives to Parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The District discourages the use of unhealthy food and beverages as a reward or incentive for performance or behavior.

F. Food and Beverage Marketing

Marketing and advertising is allowed on school grounds or at school activities only for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards. Food and beverage fundraising and marketing that occurs at events outside of school hours need not comply with the USDA Smart Snacks in School nutrition standards.

In-school fundraising events must comply with Policy 5501 and MDE's Non-Compliant Food Fundraiser Guidance, which permits 2 fundraisers per week, per school building that do not comply with USDA Smart Snacks in School nutrition standards. In-school fundraising events may last up to 1 day and may not be held in the food service area during meal times.

Equipment that currently displays noncompliant marketing materials (e.g., scoreboard with soft drink logo) need not be immediately removed or replaced. As the District reviews and considers new contracts and as durable equipment, like scoreboards, is replaced or updated, any food or beverages marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards.

#### G. Wellness Committee

The District will form a Wellness Committee to establish goals for, oversee, and periodically review and update school health policies and programs. The Wellness Committee will also oversee this Policy's implementation.

The Wellness Committee will represent all school buildings and include, to the extent possible, Parents, students, food service representatives, physical and health education teachers, school and community health care professionals, and community members. The Board encourages community participation in the Wellness Committee. When possible, membership will also include Supplemental Nutrition Assistance Program education coordinators.

#### H. Implementation and Oversight

The Superintendent or designee is responsible for ensuring that each school building complies with this Policy.

The Board will review this Policy at least every 3 years to determine compliance, progress, and the extent to which this Policy compares to model school wellness policies. Parents, students, school employees, school health professionals, Board members, and community members may provide input to the District during the Wellness Policy review process.

A copy of this Policy will be maintained in the District's administrative offices and posted on the District's website. The Superintendent or designee will maintain all legally required documentation for implementation of this Policy.

The Superintendent or designee will annually provide notice about this Policy and any updates to the community.

#### I. School Meal Program

##### 1. Meal Modifications

The District will accommodate reasonable meal modification requests for students with disabilities, as defined in Section 504 of the Rehabilitation Act, with no additional cost to the student. The modification request must be related to the disability or limitations caused by the disability.

##### 2. Delinquent Meal Charge Debt and Bad Debt

The District is required to make reasonable efforts to collect unpaid meal charges of current students. The building principal or designee will contact households about unpaid meal charges and may establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the District may pursue any other methods to collect delinquent debt of current students as allowed by law. Collection efforts may continue into a new school year.

Unpaid meal charges of inactive students, such as graduated students and students no longer enrolled at the District, that are not collected by the end of the school year will be classified as bad debt. No later than December 31 of the following school year, non-federal funds will be used to reimburse the school meal program for the amount of bad debt.

### 3. Elimination of “Lunch Shaming”

The District will strive to eliminate any form of “lunch shaming.” “Lunch shaming” is the public identification or stigmatization of students who cannot pay for a school meal. In furtherance of this goal, the District prohibits the following:

- a. requiring a student who cannot pay for a school meal or who has unpaid meal charges to wear a wristband or handstamp;
- b. requiring a student to dispose of a meal after it has been served because the student cannot pay for the meal or has unpaid meal charges;
- c. communicating directly with a student about unpaid meal charges unless the District has attempted but has been unable to contact the student’s Parent by telephone, e-mail, or other written or oral communication;
- d. requiring a student to perform chores or other labor to pay a student meal debt; and
- e. discussing a student’s unpaid meal charges in the presence of other students.

### 4. Meal Charge Policy

The District’s policy on charged meals is:

East Lansing Food Service Department will offer meals that meet the USDA school meal guidelines. If a student’s meal account balance is zero or below, we will offer a reimbursable meal. If a student would like to purchase extra meals, entrees or additional ala carte items they may do so as long as they have money in their food service account. The point-of-sales system tracks all charges and payments. Parents are responsible for any negative balances accrued on their student(s) accounts. Parents can view their student’s balances and set up email alerts at <https://eastlansing.familyportal.cloud/>.

If a student's account is consistently negative the administration office will review and take the necessary action to resolve.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases.

The District will encourage Parents to complete financial eligibility forms as part of the student enrollment process to determine eligibility for free or reduced-price meals.

The Board directs the Superintendent to include this Policy in the student handbook and to distribute it to Parents.

Legal Authority: 7 CFR 210 et seq., 42 USC 1751 et seq.

Date adopted: December 13, 2021

Date revised: February 27, 2023

Date revised: October 23, 2023

Date revised: December 9, 2024

Date revised: August 11, 2025

## Series 5000: Students, Curriculum, and Academic Matters

### 5700 Student Health and Safety

#### 5712 Concussion Awareness

- A. Each coach, employee, volunteer, and other adult who works with students in an athletic activity, including physical education classes, sponsored or operated by the District, must complete the concussion awareness training program required by the Michigan Public Health Code at least once every 3 years.
- B. Before allowing a student to participate in any athletic activity, including physical education classes, the District will annually:
  - 1. provide the MHSAA- or state-approved educational materials on concussion awareness to each student and to the student's Parent; and
  - 2. obtain a statement signed by each student and respective Parent acknowledging receipt of the MHSAA- or state-approved concussion awareness educational materials. The District will maintain this signed statement for 5 years or until the student is 18, whichever is longer.
- C. A student must be removed from any practice, game, or physical education class activity when the student is reasonably suspected of sustaining a concussion during a practice or game. The student will not be permitted to participate in any school athletic activities involving physical exertion, including practices, games, or physical education class activities until the student has:
  - 1. been evaluated by a licensed physician, physician's assistant, or nurse practitioner;
  - 2. received written and signed clearance to resume participation in athletic activities from a licensed physician, physician's assistant, or nurse practitioner; and
  - 3. submitted to the school the written and signed clearance to resume participation in athletic activities, accompanied by written permission from the student's Parent to resume participation.

District officials are not required to verify the qualifications of the physician, physician's assistant, or nurse practitioner who provides the clearance.

- D. A student who has sustained a concussion may need accommodations, supports, and monitoring until the student is fully recovered. Nothing in this Policy automatically entitles a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act or the Individuals with Disabilities Education Act. Staff should refer a student who has sustained a concussion for evaluation if they suspect the student may have a disability, consistent with Policies 5601 and 5603.

Legal authority: MCL 333.9155, 333.9156

Date adopted: December 13, 2021

Date revised: December 9, 2024

Date revised: August 11, 2025

**B. Award Bids for Safety, Security, and Accessibility Bond Bid Package #2 High School Addition**

**112**

*Motion: I move that the Board of Education award the following bid related to the High School Addition as follows:*

- *Category 06 Metal Panels- Eagle Enterprise* \$ 82,215



East Lansing  
Public Schools

## MEMORANDUM

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**TO:** ELPS Board of Education, Dori Leyko, Superintendent

**FROM:** Lisa Allen, Director of Finance

**SUBJECT:** Action Item – Award Bids for Safety, Security, and Accessibility Bond Bid Package #2 High School Addition

**DATE:** August 11, 2025

Recommendation:

It is recommended that the Board of Education award the following bid related to the High School Addition as follows:

- Category 06 Metal Panels- **Eagle Enterprise** \$ 82,215

Background:

The contract award recommendation (#4) from Clark Construction is attached. It includes the Category 06 Metal Panels recommendation that was included in **the 06-09-2025 Informational Items**. The professional service fees for construction management are \$2,466.

A representative from Clark Construction will attend the meeting on August 11, 2025, to address any questions that may arise. Of course, you may communicate questions to the administration before the meeting, and we will do our best to respond promptly.



**Headquarters**  
 3535 Moores River Drive  
 Lansing, MI 48911  
 517.372.0940 phone | 517.372.0668 fax

**Southeast Michigan Office**  
 2660 Superior Court  
 Auburn Hills, MI 48326  
 248.286.1000 phone

**Northern Michigan Office**  
 3432 US 23 South  
 Alpena, MI 49707  
 989.278.2272 phone

July 17, 2025

Lisa Allen Director of Finance  
 501 Burcham Drive  
 East Lansing, MI 48823

Re: East Lansing Public School – 2024 Bond Program  
**Bid Package #2 – High School Addition**  
**Contract Award Recommendation #4**

[www.clarkcc.com](http://www.clarkcc.com)

Dear Mrs. Allen,

Clark Construction Company recommends East Lansing Public Schools enter Contracts with each Trade Contractors listed below.

Competitive bids were received May 1, 2025. Clark Construction Company has conducted post-bid interviews with each of the Trade Contractors listed below. The recommended Trade Contractor provided the lowest cost responsible bid for the Work. Clark Construction is recommending Eagle Enterprise, per our prior discussion they have had a recent project incident that could impact on their financial status in the future. We have confirmed they will have the ability to provide the performance and payment bonds as required.

**Trade Contract award recommendations:**

| <u>Bid Category/Area of Work</u>                        | <u>Trade Contractor</u> | <u>Amount</u>    |
|---|-------------------------|------------------|
| • 06 Metal Panels                                       | Eagle Enterprise        | \$ 82,215        |
| <b>Trade Contract Award Total</b>                       |                         | <b>\$ 82,215</b> |
| Construction General Conditions 3% (Clark Construction) |                         | \$ 2,466         |
|   | Subtotal                | \$ 84,681        |
| East Lansing Public Schools Construction Contingency 7% |                         | \$ 5,928         |
| <b>TOTAL</b>  |                         | <b>\$ 90,609</b> |

The scope of work for Bid Package #2 includes the construction of the addition for cafeteria seating and provide the new secure entry and the high school administrative offices. We have enclosed a bid tabulation and summary of bids received.

Please contact me should you have any questions regarding the above.





Sincerely,

**CLARK CONSTRUCTION COMPANY**

Joseph L. Lorenz  
Sr. Project Manager

Enclosure  
C: File w/Enc



**C. Bid Package #2- High School Addition- Request  
for Construction General Conditions**

**116**

*Motion: I move that the Board of Education approve a budgetary change order in the amount of \$225,070 to Clark Construction Company to fund construction general conditions costs associated with on-site operations for the High School Addition project.*



East Lansing  
Public Schools

## MEMORANDUM

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**TO:** ELPS Board of Education, Dori Leyko, Superintendent

**FROM:** Lisa Allen, Director of Finance

**SUBJECT:** Action Item- Bid Package #2- High School Addition- Request for Construction General Conditions

**DATE:** August 11, 2025

Recommendation:

It is recommended that the Board of Education approve a budgetary change order in the amount of **\$225,070** to Clark Construction Company to fund construction general conditions costs associated with on-site operations for the High School Addition project.

Background:

As Clark Construction finalized the quotes for the high school addition project, they are requesting that 3% of the total value of the project bids (\$7,502,327) be used to fund the general conditions costs (\$225,070).

There is no additional cost to the budget for this request.

A representative from Clark Construction will attend the meeting on August 11, 2025, to address any questions that may arise. Of course, you may communicate questions to the administration before the meeting, and we will do our best to respond promptly.

**D. Hot Water Storage Tanks**

**118**

*Motion: I move that the Board of Education award the bid for the replacement of the high school hot water storage tanks to Hopkins Mechanical Services in the amount of \$113,900.*



## MEMORANDUM

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**TO:** ELPS Board of Education, Dori Leyko, Superintendent

**FROM:** Lisa Allen, Director of Finance

**SUBJECT:** Action Item- Hot Water Storage Tanks

**DATE:** August 11, 2025

Recommendation:

It is recommended that the Board of Education award the bid for the replacement of the high school hot water storage tanks to **Hopkins Mechanical Services** in the amount of \$113,900.

Background:

The high school's existing hot water storage tanks are original to the building's previous boiler system. Recently, one of the large storage tanks developed a visible crack. Continued use poses a risk of leakage or complete failure, which could result in operational disruption and costly water damage.

When the high school's boilers were upgraded, the original tanks were retained, as they remained functional at the time. However, the newer boilers no longer require tanks of that size. Replacing the current tanks with smaller, more energy-efficient models will not only mitigate the immediate risk of failure but also enhance long-term operational efficiency and reduce energy consumption.

Below is a summary of the bids received for the removal and disposal of the existing tanks, along with the installation of new tanks, including connection to the building management system (BMS). All plans and specifications were provided to the bidders. Copies of each bid are attached for your review.

- **Gunthorpe Plumbing & Heating, Inc.**- original bid \$105,200, which did not meet the requirements of connection to BMS or any electrical work. They provided an updated bid of \$109,595.60, which did not meet the requirements.
- **Hopkins Mechanical Services, LLC** - \$113,900
- **John E. Green Company**- \$131,200.

If approved, the project will be funded out of the Sinking Fund.



**GUNTHORPE PLUMBING & HEATING, INC.**  
 4055 HUNSAKER DR.  
 EAST LANSING, MICHIGAN 48823  
 PHONE: (517) 333-2660 FAX: (517) 333-2665

# PROPOSAL

|   |  |           |
|---|--|-----------|
| TO: East Lansing Schools<br>509 Burcham Dr.<br>East Lansing, MI 48823 | PHONE                                  | DATE      |
|   | 5/9/2025                               |           |
| Attn: Billy   | JOB NAME / LOCATION                    |           |
|   | Replacement of Hot Water Storage Tanks |           |
|   | JOB NUMBER                             | JOB PHONE |

**WE ARE PLEASED TO SUBMIT ESTIMATES FOR:**

|  |              |
|--|--------------|
| Cost for replacement of hot water storage tanks. We include demo and disposal of old storage tanks.  | \$105,200.00 |
| Installation of x2 500-gallon storage tanks. Provide piping from existing boilers, expansion tank, and hot water return from existing pumps. Gunthorpe will land new wires into Controller E. Insulation work is quoted through Trident Insulation and will be handled as a sub-contractor. Price is included on this bid. | 119          |
| Mechanical room work area will be cleaned of all piping material and trash that we generate while in construction. Pipe labels will also be included.  |              |

**Notes:**

Gunthorpe excludes any controller programming in this bid. Work to be completed by others.

Gunthorpe excludes any electrical work on this project.

**WE PROPOSE** HEREBY TO FURNISH MATERIAL AND LABOR -- COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF \_\_\_\_\_ dollars **\$105,200.00**

**PAYMENT TO BE MADE AS FOLLOWS:**

**NET 30 DAYS**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL

MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

**ACCEPTANCE OF PROPOSAL--** THE ABOVE PRICES

SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE

AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.  
**DATE OF ACCEPTANCE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITH 30 DAYS

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**GUNTHORPE PLUMBING & HEATING, INC.**  
 4055 HUNSAKER DR.  
 EAST LANSING, MICHIGAN 48823  
 PHONE: (517) 333-2660 FAX: (517) 333-2665

**PROPOSAL**

|  |  |           |
|--|--|-----------|
| <b>TO: East Lansing Public Schools</b><br><br><b>509 Burcham Dr.</b><br><br><b>East Lansing, MI 48823</b><br><br><b>Attn: Billy</b><br><br><u>billy.hastings@elps.us</u> | PHONE  | DATE      |
|  | JOB NAME / LOCATION<br><b>Replacement of Hot Water Storage Tanks</b> |           |
|  | JOB NUMBER   | JOB PHONE |

**WE ARE PLEASED TO SUBMIT ESTIMATES FOR:**

Proposal includes pricing for replacement of hot water storage tanks. We include demo and disposal of old storage tanks; Installation of x2 500-gallon storage tanks; Provide piping from existing boilers, expansion tank, and hot water return from existing pumps. Gunthorpe will land new wires into Controller E. Insulation work is quoted through Trident Insulation and will be handled as a sub-contractor. Price is included on this bid. Mechanical room work area will be cleaned of all piping material and trash that we generate while in construction. Pipe labels will also be included. Control work need for this portion of the project.

\$109,595.60

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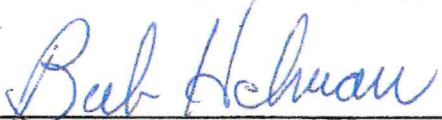
Note: Gunthorpe excludes any electrical work on this project. (No E-prints sent with bid package)

**WE PROPOSE** HEREBY TO FURNISH MATERIAL AND LABOR -- COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF: **\$109,595.60** dollars

PAYMENT TO BE MADE AS FOLLOWS:  
**NET 30 DAYS**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

**ACCEPTANCE OF PROPOSAL--** THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE

AUTHORIZED SIGNATURE   
 NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITH 30 DAYS

AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.  
 DATE OF ACCEPTANCE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_



Hopkins Mechanical Services  
 8225 Taft Rd.  
 Ovid, MI 48866  
 (989) 640-4033 Scott  
 (517) 819-8608 Shawn

Estimate #: E25085  
 Date: 5/16/25  
 Expiration Date: 6/16/25  
 To: ELPS  
 Phone:  
 Email:

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| Quantity | Description  |              |
|----------|--|--------------|
|          | High School D.W. Hot Water Storage Tanks<br><br>Remove and replace the existing two 1500 gallon hot water storage tanks. Price in quote calculated per specs from prints provided on 4/23/25 |              |
|          | Install 2 new Lochinvar 500 gallon glass lined, insulated and jacked domestic water storage tanks Including new temperature sensors connecting to BMS.                                       |              |
|          | All new piping connecting to and tying the new tanks together will be lead free copper, brass or stainless.  |              |
|          |  |              |
|          |  |              |
| Net 30   | TOTAL  | \$113,900.00 |

Hopkins Mechanical Services Scope of work **includes** the following:

1. All material and labor to complete the project described above
2. Electrical and control wiring
3. Demo and disposal of existing tanks
4. New 1 ½" fiberglass pvc jacketed pipe insulation

Hopkins Mechanical Services Scope of work **excludes** the following:

1. Hazardous material identification, testing, abatement or disposal.
2. Undisclosed site conditions.
3. All other work not specifically included above.
4. Work before or after 7:am-4:pm Mon-Fri

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This is a quote on the products and services named, subject to the conditions listed below:

To accept this quote please sign below:

Authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_

Terms:

1. Customer shall notify Hopkins Mechanical Services L.L.C (HMS) if any hazardous materials, including without limitation asbestos, are present at the jobsite. Customer shall take adequate precautions to protect HMS, its employees and subcontractors from such hazardous materials and will arrange for others to remove or encapsulate such hazardous materials, if necessary, for the performance of the work.
2. HMS warranty is for labor only for a period of 90 days from the date the equipment is first put into operation. Materials and equipment that have been subject to neglect, abuse, misuse, failure to maintain according to manufacturer's recommendation or accident while in possession of the purchaser are not included in this warranty.
3. Customer shall provide reasonable and timely access to equipment to perform proposed work.

4. HMS has made every attempt to include in this proposal all items that influence our work. However, we reserve the right to quote any additional changes to our work caused by change in this scope that may not have been identified as affecting our work or inadvertently omitted from this proposal services.
5. HMS reserves the right to adjust pricing on these materials and equipment due to changes in market conditions and pricing.
6. Standard HMS payment terms are NET (30) days.
7. Additional products, services and permits required or requested by the customer shall be billed as an extra to this proposal.
8. In no event shall HMS be liable to customer for subsequent, special, exemplary, indirect or incidental damages, arising from or out of the work under this proposal, including, but not limited to, damages for loss of business, loss of financing, loss of profits, loss of bonding capacity, loss of reputation, bankruptcy, or other similar damages (whether such damages are characterized as direct or indirect) including for breach of contract or warranty, and for misdeeds (including negligence, strict liability or otherwise).
9. HMS's absolute liability for any and all claims, losses or expenses arising out of the work performed pursuant to this Proposal, or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, or any other theory of liability, shall be limited to the total compensation received by HMS from Customer under this Proposal.
10. This proposal is contingent upon subcontractors and vendors full acceptance of HMS standard terms and conditions, as well as project prime contract flow down provisions, without modification. Deviations and modifications of terms and conditions will not be accepted by HMS unless also accepted by General Contractor, Owner, customer, etc.
11. HMS reserves the right to perform a final review of the contract for the subject project. This proposal is subject to that final review and agreement on revisions of the contract terms requested by HMS.



John E. Green Company  
4910 Dawn Avenue  
East Lansing, MI 48823  
P: 517-244-4000 • F: 517-244-4004  
Johnegreen.com

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## PROPOSAL

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Date: June 17, 2025  
To: East Lansing Public Schools  
From: Jeff Daigle  
Project: High School Domestic Hot Water Storage Tanks  
Estimate No.: LA-25-0000

John E. Green Company ("JEG") proposes to perform the scope of work described below for the Project. This Proposal includes applicable taxes – see below.

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**TOTAL BASE BID: \$ 131,200.00**

JEG's scope of work **includes** the following:

1. Per plans and specifications
2. Disconnect, demolition and disposal of existing tanks
3. Plumbing
  - a. Furnish and install (2) Lochinvar 500-gallon glass line water storage tanks
  - b. Tanks to be insulated and jacked
  - c. Storage tanks to have temperature sensors for connecting to the BMS
  - d. Furnish and install misc. copper pipe and fittings
  - e. Insulation
  - f. PVC jacket for pipe insulation
4. Field coordination

JEG's scope of work **excludes** all other work not specifically included above, including but not limited to, the following:

1. Engineering or delegated design
2. Concrete work – scanning, cutting, removal, replacement
3. Structural steel work
4. Electrical work
5. Premium time labor

Piping  
Plumbing  
Fire Suppression  
Design Build  
Fabrication  
HVAC  
Service



6. Temporary services or fees
7. Architectural work, cut and patch of floors, walls, ceilings, and roofs
8. Hazardous material identification, testing, abatement, or disposal
9. Undisclosed site conditions
10. Performance and payment bonds

**Clarifications:**

1. All isolation valves are assumed to be in good working order. Any repairs or replacements will be performed at current time and material rates.
2. This Proposal assumes that the existing materials, equipment, structure, and utilities are properly sized, in good mechanical condition, and have sufficient capacity to handle the new intended loads. Any upgrades or existing utility relocations will require Customer approval before proceeding on a time and material basis or as additionally quoted.
3. This Proposal and Agreement price shall be adjusted to reflect any increases in JEG's costs resulting from changes in customs duties, tariffs, or other government-imposed fees that impact the performance of the Work. Such increases will be passed through to the Customer on a cost-plus basis, including a reasonable markup for overhead and profit. Additionally, JEG shall be entitled to a reasonable extension of time for any scheduling impacts resulting from these changes. JEG will make reasonable efforts to provide the Customer with written notice of any such cost increases or schedule impacts as soon as practicable. Upon request, JEG shall furnish supporting documentation substantiating the adjustments. The price and/or schedule adjustment shall take effect as of the date specified in JEG's written notice to the Customer. The parties shall execute a Change Order to formalize these adjustments.

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**Tax:**

1. For taxable projects, applicable taxes have been included in this Proposal.
2. For non-taxable projects, no sales tax has been included in this Proposal. For partially taxable projects, partial sales tax has been included in this Proposal. Both non-taxable and partially taxable projects require the Customer to issue a valid States Sales and Use Tax exemption certificate to receive the tax exemption. If this certificate is not provided to JEG prior to Contract award, full state sales and use tax will be added to the Proposal and Contract prior to acceptance.

This Proposal is subject to JEG's Customer Terms and Conditions which are incorporated by reference and accessible at [www.johngreen.com](http://www.johngreen.com). Please contact us if you have any questions regarding this Proposal.

Thank you for your consideration.

**E. Updates to At-Will Contracts**

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*Motion: I move that the Board of Education approve the contract updates for the following salaried employees:*

*Dorcas Prater-Shumake, Dean for Student Success*

*Melvin White, Dean for Student Success*

*Heather Findley, District Mental Health Coordinator*

*Paul Shanks, Behavior Systems Analyst*

*Kara Wall, Payroll Manager*

*Kali Stevens, Instruction Design Specialist*

*Tavo Arceo, Supervisor of Grounds*

*Scott Baker-Young, Supervisor of Accounting*

*Vince Watson, Supervisor of Custodians*

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## MEMORANDUM

TO: ELPS Board

FROM: Rulesha Glover-Payne *RGP*  
Chief Human Resources Officer & Title IX Coordinator

DATE: August 11, 2025

SUBJECT: Updates to At-Will Contracts

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Human Resources are updating all contracts with new templates to address updated laws, consistency of sections, and formatting in contracts of salaried workers and hourly workers. As a result of some of the updates made, contracts are being brought back to the Board for review and approval. Contracts are for the following salaried employees:

- Dorcas Shumake, Dean for Student Success
- Melvin White, Dean for Student Success
- Heather Findley, District Mental Health Coordinator
- Paul Shanks, Behavior Systems Analyst
- Kara Wall, Payroll Manager
- Kali Stevens, Instructional Design Specialist
- Tavo Arceo, Supervisor of Grounds
- Scott Baker-Young, Supervisor of Accounting
- Vince Watson, Supervisor of Custodians

### Dean for Student Success

There were no changes to the two-year compensation amounts for employees. In addition to grammatical, spelling, and formatting, changes also included:

1. Section A. TERM – Changed language in section to be consistent with other salaried staff.
2. Section B. DUTIES – Changed language in section to be consistent with other salaried staff.
3. Section D. EXEMPT STATUS - Added section to the contract. This states that employee is not entitled to overtime compensation.
4. Remove Supervisor from the contract. Employees do not supervise any staff. In the previous contract, they were on a supervisor contract.

### Instructional Design Specialist and Payroll Manager

There were no changes to the one-year and two-year compensation amounts for employees. In addition to grammatical, spelling, and formatting, changes also included:

1. Added an opening paragraph to include employee's name and duration of contract. This would be consistent with other salaried employee contracts.
2. Section A. TERM – Changed language in section to be consistent with other salaried staff.
3. Section C. OMPENSATION – Changed the section title from Wage to Compensation.
4. Section D. EXEMPT STATUS - Added section to the contract. This states that employee is not entitled to overtime compensation.
5. Remove Supervisor from the contract. Employees do not supervise any staff. In the previous contract, they were on a supervisor contract.

#### Behavior Systems Analyst and District Mental Health Coordinator

There were no changes to the one year and two-year compensation amounts for each Supervisor. In addition to grammatical, spelling, and formatting, changes also included:

1. Section A. TERM – Changed language in section to be consistent with other salaried staff.
2. Section D. EXEMPT STATUS - Added section to the contract. This states that employee is not entitled to overtime compensation.
3. Corrected job title from District Mental Health Supervisor to District Mental Health Coordinator.
4. Remove Supervisor from the contract. Employees do not supervise any staff. In the previous contract, they were on a supervisor contract.

#### Supervisor

There were no changes to the two-year compensation amounts for each Supervisor. In addition to grammatical, spelling, and formatting, changes also included:

1. Added an opening paragraph to include employee's name and duration of contract. This would be consistent with other salaried employee contracts and previous contract.
2. Section A. TERM – Changed language in section to be consistent with other salaried staff.
3. Section C. OMPENSATION – Changed the section title from Wage to Compensation.
4. Section D. EXEMPT STATUS - Added section to the contract. This states that employee is not entitled to overtime compensation.
5. Section H. DISABILITY OR INCAPACITY – Added section to the contract. This is consistent with previous contract and other salaried employees' contract.
6. Section I. TENURE - Added section to the contract. This is consistent with previous contract and other salaried employees' contract.
7. Remove On Call Duty section. This is inconsistent with previous contract.
8. Remove Emergency School Closing section. This is inconsistent with previous contract.
9. Section S. INSURANCE CARRIERS - Added section to the contract. This is consistent with previous contract and other salaried employees' contract. This section was inadvertently left out.
10. Section AA. LIMITATION – Changed title from Governing Law to Limitations and beefed up the language to make it consistent in salaried contracts.

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter "Board") and **Scott Baker-Young** (hereinafter "Supervisor") that the Board employs the said Supervisor of Accounting for fiscal years 2025-2026 and 2026-2027 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### A. TERM

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Supervisor's employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer's sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Supervisor's employment after June 30, 2027, if any, which terms and conditions shall be in the Employer's sole discretion.

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Supervisor's employment immediately, if and when it determines that the Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Supervisor materially breaches the terms and conditions of this Contract.

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

#### B. DUTIES

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

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

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### C. COMPENSATION

The Supervisor shall be paid at annual salary rates of Eighty-Two Thousand, Seven Hundred Eighty-Five dollars (**\$82,785**) for Contract Year 2025-26 and Eighty-Six Thousand, Nine Hundred Twenty-Four dollars (**\$86,924**) for Contract Year 2026-27. Wages are subject to state and federal taxes, as well as other legally required or permitted withholdings.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due to the Supervisor upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### D. EXEMPT STATUS

The parties acknowledge and agree that the Supervisor is classified as an *exempt Employee* under the United States Fair Labor Standards Act (FLSA). As such, the Supervisor is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### E. DAILY HOURS

The Supervisor will have daily schedules established by the Superintendent or designee(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### F. WORK YEAR

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor's assigned position is for Two Hundred Sixty (260) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Supervisor or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### G. EVALUATION

The Supervisor's performance shall be evaluated by their Director or designee in writing, not later than

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

June 30<sup>th</sup> of the designated evaluation year.

#### **H. DISABILITY OR INCAPACITY**

In the event of the Supervisor's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, the Supervisor shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Supervisor, it may require a second opinion, at Board expense.

#### **I. TENURE**

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

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

#### **J. EARNED SICK TIME (EST) LEAVE**

The Supervisor will receive 12 days (96 hours) of earned sick time per school year subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Supervisor is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Supervisor.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisor' Earned Sick Time leave bank.
3. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

the amount equivalent to any used but unearned Earned Sick Time from the Supervisor's final paycheck, to the extent permitted by law.

4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Supervisor must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Supervisor may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Supervisor may use earned sick time for the following reasons:
  - a. the Supervisor's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Supervisor's mental or physical illness, injury, or health condition; or preventative medical care for the Supervisor;
  - b. for the Supervisor's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Supervisor's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Supervisor;
  - c. if the Supervisor or the Supervisor's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Supervisor's place of business by order of a public official due to a public health emergency, for a Supervisor's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Supervisor or their family member's presence in the community would jeopardize the health of others because of the Supervisor's or family member's exposure to a communicable disease,

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

whether or not the Supervisor or family member has actually contracted the communicable disease.

7. A Supervisor who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Supervisor and the Director may decide the notice frequency for the continued illness or disability.
8. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the Employer of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Supervisor must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Supervisor who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Supervisor shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Supervisor's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. The Supervisor may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Supervisor's leave allowance and shall be granted if the criteria below is met:

1. When a Supervisor is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Supervisor's regular rate of pay.
2. On days in which the Supervisor is required to report for jury service, the Supervisor is not required to report to work.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

#### **M. AUTOMOBILE**

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

#### **N. REIMBURSEMENT**

The Supervisor shall be eligible to be reimbursed for out-of-District travel, meals, and lodging in accordance with per diem expense and reimbursement procedures, established by the Board. Any expense to be incurred by the Supervisor for out-of-District travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of their reasonable and necessary expenses.

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **P. PERSONAL BUSINESS LEAVE**

The Supervisor is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor shall not use personal business days to extend a holiday or vacation. The Supervisor shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Supervisor's earned sick time leave bank.
2. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Supervisor's final paycheck, to the extent permitted by law.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

#### **Q. HOLIDAYS**

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National Presidents' Day, Memorial Day, and Juneteenth.

#### **R. VACATION LEAVE**

The Supervisor shall receive twenty-five (25) vacation days per Contract year. If the Supervisor is hired after the start of the contract year or the Supervisor works less than full-time, the Supervisor's vacation allocation will be proportionate to the time worked.

1. The Supervisor shall not use a vacation day without the prior written approval of their Director. The Supervisor may carry over unused vacation days (beyond the scheduled allocation each July 1st) not to exceed 10 days. As of June 30th, of each work year any unused vacation days above the 10 allowed for carryover will be added to the Supervisor's earned sick time bank.
2. The Supervisor shall be allowed up to five (5) vacation days paid out per contract year.
3. If the Supervisor ends employment, prior to the end of the school year, they will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used vacation leave from the Supervisor's final paycheck to the extent permitted by law.

#### **S. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Supervisor is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **T. INSURANCE PROGRAMS**

To receive earned benefits, the Supervisor, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Supervisor working 30 or more hours per week. For a part-time Employee who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Supervisor, with the remaining cost to be paid by the Supervisor through payroll deduction. A Supervisor that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Supervisor adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **U. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Supervisor, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Supervisor's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Supervisor does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Supervisor signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Supervisor an insured income continuation plan for disability extending beyond the Supervisor's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Supervisor's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90)

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

calendar days. After the 90th calendar day, 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.”

5. HEALTH – The Supervisor shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Supervisor and the Supervisor’s eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Supervisor selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. The Supervisor electing coverage with a premium higher than the Board’s eighty percent (80%) contribution shall be responsible for paying the difference between the Board’s contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months’ coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Supervisors who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Supervisor (self-only or family coverage).
9. The Employer’s contribution shall be deposited into the Supervisor’s Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

#### **V. RETIREMENT LEAVE BENEFITS**

If the Supervisor separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Supervisor shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Supervisor shall complete a minimum of 10 years of service to the Employer.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

Unused personal business and/or vacation leave payout does not apply to a Supervisor who is discharged or resigns.

#### **W. TAX DEFERRED ANNUITY PROGRAM**

The Supervisor may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Supervisor to invest towards their own retirement on a tax-deferred basis.

#### **X. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Supervisor as outlined in the retirement plan booklet.

#### **Y. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Supervisor. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **Z. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **AA. LIMITATIONS**

The Supervisor agrees that any claim or suit arising out of the Supervisor's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Supervisor understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the

**CONTRACT OF EMPLOYMENT**

*SUPERVISOR*

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.

**COUNTERPART SIGNATURES**

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

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

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *DISTRICT MENTAL HEALTH COORDINATOR*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter "Board") and **Heather Findley** (hereinafter "Coordinator") that the Board employs the said District Mental Health Coordinator for fiscal years 2025-2026 and 2026-2027 as an at-will employee, according to the terms and conditions as described and set forth herein as follows:

#### A. TERM

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Coordinator's employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer's sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Coordinator's employment after June 30, 2027, if any, which terms and conditions shall be in the Employer's sole discretion.

The Board shall be entitled to terminate the Coordinator's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Coordinator's employment immediately, if and when it determines that the Coordinator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Coordinator materially breaches the terms and conditions of this Contract.

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

#### B. DUTIES

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

The Coordinator agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Coordinator agrees to faithfully perform those duties assigned by the Board and the Superintendent or designee with respect

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

thereto. Further, the Coordinator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### C. COMPENSATION

The Coordinator shall be paid at an annual salary rate of One Hundred Thousand, Seven Hundred Eighty-Six dollars (**\$100,786**) for Contract year 2025-26 and One Hundred Three Thousand, Eight Hundred Nine dollars (**\$103,809**) for Contract Year 2026-27.

In the event of separation of the Coordinator during the term of this Contract, initiated by either party, any amounts due to the Coordinator upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Coordinator in excess of time worked during the fiscal/contract year shall be deducted from the Coordinator's remaining wages. The Coordinator, 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 Coordinator within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Coordinator agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### D. EXEMPT STATUS

The parties acknowledge and agree that the Coordinator is classified as an *exempt employee* under the United States Fair Labor Standards Act (FLSA). As such, the Coordinator is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### E. DAILY HOURS

The Coordinator will have daily schedules established by the Superintendent or designee and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### F. FLEX HOURS

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

1. The Coordinator may use up to ten (10) flex days per Contract year, with a maximum of five (5) flex days, including three (3) consecutive flex days, for use when students are in session.

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

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

#### **G. WORK YEAR**

The Coordinator is employed on the basis of fifty-two (52) work weeks. The Coordinator's assigned position is for Two Hundred Sixteen (216) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Coordinator or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### **H. EVALUATION**

The Coordinator's performance shall be evaluated by the Superintendent or designee in writing, not later than June 30<sup>th</sup> of each year.

#### **H. DISABILITY OR INCAPACITY**

In the event of Coordinator's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Coordinator 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 Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Coordinator during this interval to the extent required by law. Upon utilizing leave under this provision, the Coordinator 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 the Coordinator, it may require a second opinion, at Board expense.

#### **I. TENURE**

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

The Coordinator agrees that they are not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

#### J. **EARNED SICK TIME (EST) LEAVE**

The Coordinator will receive 10 days (80 hours) of earned sick time per school year subject to proration if the Coordinator is hired after the start of the contract year or works part-time. The Coordinator may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Coordinator is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Coordinator.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Coordinator's Earned Sick Time leave bank.
3. A Coordinator that ends employment, prior to the end of the school year, will have to repay the employer for days used that are not proportionate to the time worked. The employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Coordinator's final paycheck, to the extent permitted by law.
4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Coordinator must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Coordinator may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Coordinator may use earned sick time for the following reasons:
  - a. the Coordinator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Coordinator's mental or physical illness, injury, or health condition; or preventative medical care for the Coordinator;
  - b. for the Coordinator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Coordinator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Coordinator;
  - c. if the Coordinator or the Coordinator's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

- violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Coordinator's place of business by order of a public official due to a public health emergency, for a Coordinator's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Coordinator or their family member's presence in the community would jeopardize the health of others because of the Coordinator's or family member's exposure to a communicable disease, whether or not the Coordinator or family member has actually contracted the communicable disease.
7. A Coordinator who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Coordinator and the Employer may decide the notice frequency for the continued illness or disability.
8. If the Coordinator's need to use leave is foreseeable, the Coordinator must provide notice to the Employer of the Coordinator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Coordinator must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Coordinator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Coordinator shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Coordinator's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

memorial services, unless otherwise approved by the Employer. The Coordinator may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Coordinator's leave allowance and shall be granted if the criteria below is met:

1. When a Coordinator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Coordinator's regular rate of pay.
2. On days in which the Coordinator is required to report for jury service, the Coordinator is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Coordinator is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

#### **M. AUTOMOBILE**

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

#### **N. REIMBURSEMENT**

The Coordinator shall be eligible to be reimbursed for out-of-District expenses incurred on behalf of the Employer for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures, established by the Board. Any expense to be incurred by the Coordinator for out-of-District travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Coordinator shall be required to present an itemized account of their reasonable and necessary expenses.

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

#### **P. PERSONAL BUSINESS LEAVE**

The Coordinator is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Coordinator is hired after the start of the contract year or works part-time. The Coordinator shall not use personal business days to extend a holiday or vacation. The Coordinator shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Coordinator's earned sick time leave bank.
2. A Coordinator that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Coordinator's final paycheck, to the extent permitted by law.

#### **Q. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Coordinator and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Coordinator is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **R. INSURANCE PROGRAMS**

To receive earned benefits, the Coordinator, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

1. The Employer agrees to make premium contributions on behalf of a Coordinator working 30 or more hours per week. For a part-time Coordinator who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Coordinator, with the remaining cost to be paid by the Coordinator through payroll deduction. A Coordinator that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Coordinator adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **S. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Coordinator, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Coordinator's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Coordinator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Coordinator signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Coordinator an insured income continuation plan for disability extending beyond the Coordinator's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Coordinator's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) calendar days. After the 90th calendar day, 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."
5. HEALTH – The Coordinator shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Coordinator and the Coordinator's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

(HSA) contribution. The Coordinator selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

6. The Coordinator electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months' coverage depends on completion of the total school year.
8. HEATH SAVINGS ACCOUNT (HSA)- For Coordinators who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Coordinator (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Coordinator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Coordinator, the MESSA Vision Services Plan 3 (VSP-3).

#### **T. RETIREMENT LEAVE BENEFITS**

If the Coordinator separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Coordinator shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Coordinator shall complete a minimum of 10 years of service to the Employer.

Unused personal business and/or vacation leave payout does not apply to a Coordinator who is discharged or resigns.

#### **U. TAX DEFERRED ANNUITY PROGRAM**

The Coordinator may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Coordinator to invest towards their own retirement on a tax-deferred basis.

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH COORDINATOR*

#### **V. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPSERS) is required by law and provides benefits to the Coordinator as outlined in the retirement plan booklet.

#### **W. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Coordinator. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Coordinator by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved action of the Board reflected in minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **X. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **Y. LIMITATIONS**

The Coordinator agrees that any claim or suit arising out of the Coordinator'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. The Coordinator 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.

**CONTRACT OF EMPLOYMENT**

*DISCTRICT MENTAL HEALTH COORDINATOR*

**COUNTERPART SIGNATURES**

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

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

\_\_\_\_\_  
Coordinator’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent’s Signature

\_\_\_\_\_  
Date

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter “Board”) and **Dorcus Prater-Shumake** (hereinafter “Dean”) that the Board employs the said Dean for Student Success for fiscal years 2025-2026 and 2026-2027 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### **A. TERM**

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Dean’s employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer’s sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Dean’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Board shall be entitled to terminate the Dean's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Dean’s employment immediately, if and when it determines that the Dean has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Dean materially breaches the terms and conditions of this Contract.

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

#### **B. DUTIES**

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

The Dean agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Dean agrees to faithfully perform those duties assigned by the Board and the Superintendent or designee with respect thereto. Further, the Dean agrees to comply with and fulfill all responsibilities and tasks required by state and federal

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### **C. COMPENSATION**

The Dean shall be paid at an annual salary rate of Seventy-Six Thousand, Eight Hundred Eight dollars (**\$76,808**) for Contract year 2025-26 and Eighty Thousand, Six Hundred Forty-Eight dollars (**\$80,648**) for Contract Year 2026-27.

In the event of separation of the Dean during the term of this Contract, initiated by either party, any amounts due to the Dean upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Dean in excess of time worked during the fiscal/contract year shall be deducted from the Dean's remaining wages. The Dean, 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 Dean within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Dean agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### **D. EXEMPT STATUS**

The parties acknowledge and agree that the Dean is classified as an *exempt Employee* under the United States Fair Labor Standards Act (FLSA). As such, the Dean is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### **E. DAILY HOURS**

The Dean will have daily schedules established by the Superintendent or designee and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### **F. WORK YEAR**

The Dean is employed on the basis of fifty-two (52) work weeks. The Dean's assigned position is for One Hundred Eighty (180) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Dean or Principal, with final approval by the Superintendent or designee necessary to make a change.

#### **G. EVALUATION**

The Dean's performance shall be evaluated by the Principal or designee in writing, not later than June 30<sup>th</sup> of each year.

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

#### H. DISABILITY OR INCAPACITY

In the event of the Dean's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Dean 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 Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Dean during this interval to the extent required by law. Upon utilizing leave under this provision, the Dean 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 the Dean, it may require a second opinion, at Board expense.

#### I. TENURE

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

Dean agrees that they are not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

#### J. EARNED SICK TIME (EST) LEAVE

The Dean will receive 10 days (80 hours) of earned sick time per school year subject to proration if the Dean is hired after the start of the contract year or works part-time. The Dean may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Dean is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Dean.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Dean's Earned Sick Time leave bank.
3. A Dean that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Dean's final paycheck, to the extent permitted by law.
4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

position, the Dean must use time off in ½ day increments.

5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Dean may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Dean may use earned sick time for the following reasons:
  - a. the Dean's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Dean's mental or physical illness, injury, or health condition; or preventative medical care for the Dean;
  - b. for the Dean's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Dean's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Dean;
  - c. if the Dean or the Dean's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Dean's place of business by order of a public official due to a public health emergency, for a Dean's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Dean or their family member's presence in the community would jeopardize the health of others because of the Dean's or family member's exposure to a communicable disease, whether or not the Dean or family member has actually contracted the communicable disease.
7. A Dean who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Dean and the Employer may decide the notice frequency for the continued illness or disability.

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

8. If the Dean's need to use leave is foreseeable, the Dean must provide notice to the Employer of the Dean's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Dean must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Dean who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Dean shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Dean's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. The Dean may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Dean's leave allowance and shall be granted if the criteria below is met:

1. When a Dean is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Dean's regular rate of pay.
2. On days in which the Dean is required to report for jury service, the Dean is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Dean is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

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### *DEAN FOR STUDENT SUCCESS*

#### **M. AUTOMOBILE**

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

#### **N. REIMBURSEMENT**

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

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **P. PERSONAL BUSINESS LEAVE**

The Dean is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Dean is hired after the start of the contract year or works part-time. The Dean shall not use personal business days to extend a holiday or vacation. The Dean shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Dean's earned sick time leave bank.
2. A Dean that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Dean's final paycheck, to the extent permitted by law.

#### **Q. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

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

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

2. 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.
3. The Dean is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **R. INSURANCE PROGRAMS**

To receive earned benefits, the Dean, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Dean working 30 or more hours per week. For a part-time Dean who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Dean, with the remaining cost to be paid by the Dean through payroll deduction. A Dean that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Dean adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **S. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Dean, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Dean's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

3. CASH-IN-LIEU (CIL) - If the Dean does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Dean signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Dean an insured income continuation plan for disability extending beyond the Dean's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Dean's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) calendar days. After the 90th calendar day, 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."
5. HEALTH – The Dean shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Dean and the Dean's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Dean selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. The Dean electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months' coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Deans who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Dean (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Dean's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Dean, the MESSA Vision Services Plan 3 (VSP-3).

#### **T. RETIREMENT LEAVE BENEFITS**

If the Dean separates employment with the Employer for purposes of retirement, in accordance with

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Dean shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Dean shall complete a minimum of 10 years of service to the Employer.

Unused personal business and/or vacation leave payout does not apply to a Dean who is discharged or resigns.

#### **U. TAX DEFERRED ANNUITY PROGRAM**

The Dean may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Dean to invest towards their own retirement on a tax-deferred basis.

#### **V. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Dean as outlined in the retirement plan booklet.

#### **W. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Dean. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Dean by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **X. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **Y. LIMITATIONS**

The Dean agrees that any claim or suit arising out of the Dean'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

**CONTRACT OF EMPLOYMENT**

**DEAN FOR STUDENT SUCCESS**

claim or suit. The Dean 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.

**COUNTERPART SIGNATURES**

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

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

\_\_\_\_\_  
Dean’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent’s Signature

\_\_\_\_\_  
Date

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter “Board”) and **Paul Shanks** (hereinafter “Behavior Systems Analyst”) that the Board employs the said District Behavior Systems Analyst for fiscal year 2025-2026 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### A. TERM

These terms and conditions will apply July 1, 2025 through June 30, 2026, unless (1) the Behavior Systems Analyst’s employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer’s sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Behavior Systems Analyst’s employment after June 30, 2026, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Board shall be entitled to terminate the Behavior Systems Analyst's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Behavior Systems Analyst's employment immediately, if and when it determines that the Behavior Systems Analyst has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Behavior Systems Analyst materially breach the terms and conditions of this Contract.

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

#### B. DUTIES

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

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

The Behavior Systems Analyst agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Behavior Systems Analyst agrees to faithfully perform those duties assigned by the Board and the Superintendent or designee with respect thereto. Further, the Behavior Systems Analyst agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### C. COMPENSATION

The Behavior Systems Analyst shall be paid at an annual salary rate of Ninety-One Thousand, Nine Hundred Twenty-Eight dollars (**\$91,928**) for Contract year 2025-26.

In the event of separation of the Behavior Systems Analyst during the term of this Contract, initiated by either party, any amounts due to the Behavior Systems Analyst upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Behavior Systems Analyst in excess of time worked during the fiscal/contract year shall be deducted from their remaining wages. The Behavior Systems Analyst, 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 Behavior Systems Analyst within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Behavior Systems Analyst agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### D. EXEMPT STATUS

The parties acknowledge and agree that the Behavior Systems Analyst is classified as an *exempt employee* under the United States Fair Labor Standards Act (FLSA). As such, the Behavior Systems Analyst is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### E. DAILY HOURS

The Behavior Systems Analyst will have daily schedules established by the Superintendent or designee and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### F. FLEX HOURS

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

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

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

#### **G. WORK YEAR**

The Behavior Systems Analyst is employed on the basis of fifty-two (52) work weeks. The Behavior Systems Analyst's assigned position is for Two Hundred Sixteen (216) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Behavior Systems Analyst or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### **H. EVALUATION**

The Behavior Systems Analyst's performance shall be evaluated by the Superintendent or designee in writing, not later than June 30<sup>th</sup> of each year.

#### **H. DISABILITY OR INCAPACITY**

In the event of the Behavior Systems Analyst's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Behavior Systems Analyst 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 Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Behavior Systems Analyst during this interval to the extent required by law. Upon utilizing leave under this provision, the Behavior Systems Analyst 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 the Behavior Systems Analyst, it may require a second opinion, at Board expense.

#### **I. TENURE**

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

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

The Behavior Systems Analyst agrees that they are not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

#### **J. EARNED SICK TIME (EST) LEAVE**

The Behavior Systems Analyst will receive 10 days (80 hours) of earned sick time per school year subject to proration if the Behavior Systems Analyst is hired after the start of the contract year or works part-time. The Behavior Systems Analyst may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Behavior Systems Analyst is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Behavior Systems Analyst.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Behavior Systems Analyst's Earned Sick Time leave bank.
3. A Behavior Systems Analyst that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Behavior Systems Analyst's final paycheck, to the extent permitted by law.
4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Behavior Systems Analyst must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Behavior Systems Analyst may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Behavior Systems Analyst may use earned sick time for the following reasons:
  - a. the Behavior Systems Analyst's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Behavior Systems Analyst's mental or physical illness, injury, or health condition; or preventative medical care for the Behavior Systems Analyst;
  - b. for the Behavior Systems Analyst's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Behavior Systems Analyst's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Behavior Systems Analyst;
  - c. if the Behavior Systems Analyst or their family member is a victim of domestic violence or sexual

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

- assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- d. for meetings at a child’s school or place of care related to the child’s health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Behavior Systems Analyst’s place of business by order of a public official due to a public health emergency, for a Behavior Systems Analyst’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Behavior Systems Analyst or their family member’s presence in the community would jeopardize the health of others because of the Behavior Systems Analyst’s or family member’s exposure to a communicable disease, whether or not the Behavior Systems Analyst or family member has actually contracted the communicable disease.
7. A Behavior Systems Analyst who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Behavior Systems Analyst and the Employer may decide the notice frequency for the continued illness or disability.
8. If the Behavior Systems Analyst’s need to use leave is foreseeable, they must provide notice to the Employer of their intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Behavior Systems Analyst must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Behavior Systems Analyst who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Behavior Systems Analyst shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, “immediate family” is defined as the Behavior Systems Analyst’s current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

memorial services, unless otherwise approved by the Employer. The Behavior Systems Analyst may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Behavior Systems Analyst's leave allowance and shall be granted if the criteria below is met:

1. When a Behavior Systems Analyst is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Behavior Systems Analyst's regular rate of pay.
2. On days in which the Behavior Systems Analyst is required to report for jury service, the Behavior Systems Analyst is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Behavior Systems Analyst is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

#### **M. AUTOMOBILE**

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

#### **N. REIMBURSEMENT**

The Behavior Systems Analyst 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 Behavior Systems Analyst for out-of-District travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Behavior Systems Analyst shall be required to present an itemized account of their reasonable and necessary expenses.

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

#### **P. PERSONAL BUSINESS LEAVE**

The Behavior Systems Analyst is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Behavior Systems Analyst is hired after the start of the contract year or works part-time. The Behavior Systems Analyst shall not use personal business days to extend a holiday or vacation. The Behavior Systems Analyst shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Behavior Systems Analyst's earned sick time leave bank.
2. A Behavior Systems Analyst that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Behavior Systems Analyst's final paycheck, to the extent permitted by law.

#### **Q. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Behavior Systems Analyst and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Behavior Systems Analyst is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **R. INSURANCE PROGRAMS**

To receive earned benefits, the Behavior Systems Analyst, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Behavior Systems Analyst working 30 or more hours per week. For a part-time Behavior Systems Analyst who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Behavior Systems Analyst, with the remaining cost to be paid by the Behavior Systems Analyst through payroll deduction. A Behavior Systems Analyst that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Behavior Systems Analyst adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **S. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Behavior Systems Analyst, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Behavior Systems Analyst's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Behavior Systems Analyst does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided they sign the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Behavior Systems Analyst an insured income continuation plan for disability extending beyond their accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Behavior Systems Analyst's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) calendar days. After the 90th calendar day, 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."
5. HEALTH – The Behavior Systems Analyst shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Behavior Systems Analyst and their eligible dependents shall be eighty percent (80%)

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Behavior Systems Analyst selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

6. The Behavior Systems Analyst electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months' coverage depends on completion of the total school year.
8. HEATH SAVINGS ACCOUNT (HSA)- For Behavior Systems Analysts who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Behavior Systems Analyst (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Behavior Systems Analyst's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Behavior Systems Analyst, the MESSA Vision Services Plan 3 (VSP-3).

#### **T. RETIREMENT LEAVE BENEFITS**

If the Behavior Systems Analyst separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, they shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Behavior Systems Analyst shall complete a minimum of 10 years of service to the Employer.

Unused personal business and/or vacation leave payout does not apply to a Behavior Systems Analyst who is discharged or resigns.

#### **U. TAX DEFERRED ANNUITY PROGRAM**

The Behavior Systems Analyst may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Behavior Systems

## CONTRACT OF EMPLOYMENT

### *DISCTRICT MENTAL HEALTH BEHAVIOR SYSTEMS ANALYST*

Analyst to invest towards their own retirement on a tax-deferred basis.

#### V. RETIREMENT PLAN

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Behavior Systems Analyst as outlined in the retirement plan booklet.

#### W. TERMINATION AND MODIFICATION

This Agreement contains the entire agreement and understanding by and between the Employer and the Behavior Systems Analyst. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Behavior Systems Analyst by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### X. SEVERABILITY

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### Y. LIMITATIONS

The Behavior Systems Analyst agrees that any claim or suit arising out of the Behavior Systems Analyst'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. The Behavior Systems Analyst 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.



**CONTRACT OF EMPLOYMENT**

***AT-WILL EMPLOYEE***

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter “Board”) and **Kali Stevens** (hereinafter “Employee”) that the Board employs the said Instructional Design Specialist for fiscal years 2025-2026 and 2026-2027 as an at-will employee, according to the terms and conditions as described and set forth herein as follows:

**A. TERM**

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer’s sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Employee’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Board shall be entitled to terminate the Employee's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Employee’s employment immediately, if and when it determines that the Employee has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Employee materially breaches the terms and conditions of this Contract.

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

**B. COMPENSATION**

The Employee shall be paid at an annual salary rate of Eighty Thousand, Seven Hundred Twenty-Six dollars (**\$80,726**) for Contract Year 2025-26 and Eighty-Three Thousand, One Hundred Forty-Eight dollars (**\$83,148**) for Contract Year 2026-27. Wages are subject to state and federal taxes, as well as other legally required or permitted withholdings.

**C. EXEMPT STATUS**

The parties acknowledge and agree that the Employee is classified as an exempt employee under the United States Fair Labor Standards Act (FLSA). As such, the Employee is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

#### **D. DAILY HOURS**

The Employee will have daily schedules established by the Employee's supervisor(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### **E. WORK YEAR**

The Employee is employed on the basis of fifty-two (52) work weeks. The Employee's assigned position is for Two Hundred Sixty (260) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year will be initiated by the Employee or the Employee's supervisor, with final approval by the Superintendent or designee necessary to make a change.

#### **F. EVALUATION**

The Employee's performance shall be evaluated by the Supervisor or designee in writing, not later than June 30<sup>th</sup> of the designated evaluation year.

#### **G. EARNED SICK TIME (EST) LEAVE**

The Employee will receive 12 days (96 hours) of earned sick time per school year subject to proration if the Employee is hired after the start of the contract year or works part-time. Employee may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Employee is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Employee.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Employees' Earned Sick Time leave bank.
3. An Employee that ends employment, prior to the end of the school year, will have to repay the district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Employee's final paycheck, to the extent permitted by law.
4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Employee must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. The Employee may use earned sick time for the following reasons:

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

- a. the Employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Employee's mental or physical illness, injury, or health condition; or preventative medical care for the Employee;
  - b. for the Employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Employee;
  - c. if the Employee or the Employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Employee's place of business by order of a public official due to a public health emergency, for an Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Employee's or Employee's family member's presence in the community would jeopardize the health of others because of the Employee's or family member's exposure to a communicable disease, whether or not the Employee or family member has actually contracted the communicable disease.
7. An Employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Employee and the Employee's supervisor may decide the notice frequency for the continued illness or disability.
  8. If the Employee's need to use leave is foreseeable, the Employee must provide notice to the District of the Employee's intent to use earned sick time at least 7 days prior to the date leave is to begin.
  9. For leave of more than five (5) consecutive days, upon District request, the eligible Employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

10. An Employee who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **H. BEREAVEMENT LEAVE**

The Employee shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Employee's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. Employees may be required to provide documentation to support the request for bereavement leave.

#### **I. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Employee's leave allowance and shall be granted if the criteria below is met:

1. When an Employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Employee's regular rate of pay.
2. On days in which the Employee is required to report for jury service, the Employee is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with the District's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.

#### **J. WORK TRAININGS/CONFERENCES**

The District may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **K. PERSONAL BUSINESS LEAVE**

The Employee is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Employee is hired after the start of the contract year or works part-time. The Employee shall not use personal business days to extend a holiday or vacation. The Employee shall not use a personal business day without the prior written approval of the Employee's supervisor.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

1. Unused personal business days at the end of the work year will be credited to the Employee's earned sick time leave bank.
2. An Employee that ends employment, prior to the end of the school year, will have to repay the District for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Employee's final paycheck, to the extent permitted by law.

#### **L. HOLIDAYS**

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National Presidents' Day, Memorial Day, and Juneteenth. An Employee preapproved to work a holiday will be paid double time for hours worked.

If a holiday listed above occurs on a day between Monday and Friday, to receive the Employee's per diem pay for that workday, the Employee must be paid for the last workday scheduled preceding the holiday and for the first workday following the holiday. This compensation is not contingent upon the Employee meeting a 40-hour workweek threshold.

#### **M. VACATION LEAVE**

The Employee is provided **20** vacation days. If the Employee is hired after the start of the contract year or the Employee works less than full-time, Employee vacation allocation will be proportionate to the time worked.

1. The Employee shall not use a vacation day without the prior written approval of the Employee's immediate supervisor. The Employee may carry over unused vacation days (beyond the scheduled allocation each July 1<sup>st</sup>) not to exceed 10 days. As of June 30<sup>th</sup> of each work year any unused vacation days above the 10 allowed for carryover will be added to the Employee's earned sick time bank.
2. An Employee that ends employment, prior to the end of the school year, will have to repay district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used vacation leave from the Employee's final paycheck, to the extent permitted by law.

#### **N. EMERGENCY SCHOOL CLOSING**

Whenever all schools are closed due to severe weather or other emergencies, the Employee shall not report for work as usual, unless specifically directed to do so, and shall be paid the normal day's pay even though no work is performed. If all schools are dismissed, after the Employee has reported for

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

work, because of severe weather or other emergencies, and if the immediate supervisor's work is terminated for that day because of those conditions, the Employee's work shall terminate for that day concurrent with the immediate supervisor's and the Employee shall be paid the normal pay even though fewer hours have been worked.

Should the Employer authorize/require the Employee to report to work on-site during the closure, the Employee shall be compensated at a rate of one and a half (1.5) times their regular hourly rate for all hours physically worked during the closure period. This compensation is not contingent upon the Employee meeting a 40-hour workweek threshold.

#### **O. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Employee and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Employee is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **P. INSURANCE PROGRAMS**

To receive earned benefits, the Employee upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the District's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of an Employee working 30 or more hours per week. For a part-time Employee who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Employee, with the remaining cost to be paid by the Employee through payroll deduction. An

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

Employee that works less than 17.5 hours per week is not eligible for the following earned benefits.

2. Insurance plans and premium contribution rates by the Employer and Employee adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **Q. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Employee, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Employee's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Employee does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Employee signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Employee an insured income continuation plan for disability extending beyond the Employee's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Employee's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) calendar days. After the 90th calendar day, 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."
5. HEALTH - Employees shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Employee and the Employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months' coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Employees who elect enrollment in a High-Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Employee (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Employee, the MESSA Vision Services Plan 3 (VSP-3).

#### **R. RETIREMENT LEAVE BENEFITS**

Upon retirement, Employee shall not receive any payout for unused personal business leave and/or vacation leave.

If the Employee separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Employee shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$4,500 computed at \$55 per day for each day of accumulated sick leave. To be eligible for this retirement leave payout, the Employee shall complete a minimum of 10 years of service to the District. Unused personal business and/or vacation leave payout does not apply to an Employee who is discharged or resigns.

#### **S. TAX DEFERRED ANNUITY PROGRAM**

Employees may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow Employees to invest towards their own retirement on a tax-deferred basis.

#### **T. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Employee as outlined in the retirement plan booklet.

#### **U. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and Employee. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to,

**CONTRACT OF EMPLOYMENT**

*AT-WILL EMPLOYEE*

connected with, or arising in any manner out of the employment of the Employee by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and signed by the Chief Human Resources Officer. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

**V. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

**W. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

**X. COUNTERPART SIGNATURES**

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education of the School District of the City of East Lansing Superintendent of Schools and Chief Human Resources Officer.

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Superintendent Signature and Date

\_\_\_\_\_  
Chief Human Resources Officer Signature and Date

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter "Board") and **Jose Arceo** (hereinafter "Supervisor") that the Board employs the said Supervisor of Grounds for fiscal years 2025-2026 and 2026-2027 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### A. TERM

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Supervisor's employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer's sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Supervisor's employment after June 30, 2027, if any, which terms and conditions shall be in the Employer's sole discretion.

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Supervisor's employment immediately, if and when it determines that the Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Supervisor materially breaches the terms and conditions of this Contract.

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

#### B. DUTIES

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

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

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### C. COMPENSATION

The Supervisor shall be paid at annual salary rates of Eighty-Four Thousand, Two Hundred Forty-Seven dollars (**\$84,247**) for Contract Year 2025-26 and Eighty-Six Thousand, Seven Hundred Seventy-Four dollars (**\$86,774**) for Contract Year 2026-27. Wages are subject to state and federal taxes, as well as other legally required or permitted withholdings.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due to the Supervisor upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### D. EXEMPT STATUS

The parties acknowledge and agree that the Supervisor is classified as an *exempt Employee* under the United States Fair Labor Standards Act (FLSA). As such, the Supervisor is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### E. DAILY HOURS

The Supervisor will have daily schedules established by the Superintendent or designee(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### F. WORK YEAR

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor's assigned position is for Two Hundred Sixty (260) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Supervisor or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### G. EVALUATION

The Supervisor's performance shall be evaluated by their Director or designee in writing, not later than

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

June 30<sup>th</sup> of the designated evaluation year.

#### **H. DISABILITY OR INCAPACITY**

In the event of the Supervisor's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, the Supervisor shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Supervisor, it may require a second opinion, at Board expense.

#### **I. TENURE**

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

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

#### **J. EARNED SICK TIME (EST) LEAVE**

The Supervisor will receive 12 days (96 hours) of earned sick time per school year subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Supervisor is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Supervisor.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisor' Earned Sick Time leave bank.
3. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

the amount equivalent to any used but unearned Earned Sick Time from the Supervisor's final paycheck, to the extent permitted by law.

4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Supervisor must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Supervisor may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Supervisor may use earned sick time for the following reasons:
  - a. the Supervisor's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Supervisor's mental or physical illness, injury, or health condition; or preventative medical care for the Supervisor;
  - b. for the Supervisor's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Supervisor's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Supervisor;
  - c. if the Supervisor or the Supervisor's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Supervisor's place of business by order of a public official due to a public health emergency, for a Supervisor's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Supervisor or their family member's presence in the community would jeopardize the health of others because of the Supervisor's or family member's exposure to a communicable disease,

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

whether or not the Supervisor or family member has actually contracted the communicable disease.

7. A Supervisor who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Supervisor and the Director may decide the notice frequency for the continued illness or disability.
8. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the Employer of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Supervisor must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Supervisor who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Supervisor shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Supervisor's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. The Supervisor may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Supervisor's leave allowance and shall be granted if the criteria below is met:

1. When a Supervisor is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Supervisor's regular rate of pay.
2. On days in which the Supervisor is required to report for jury service, the Supervisor is not required to report to work.

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### *SUPERVISOR*

3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

#### **M. AUTOMOBILE**

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

#### **N. REIMBURSEMENT**

The Supervisor shall be eligible to be reimbursed for out-of-District travel, meals, and lodging in accordance with per diem expense and reimbursement procedures, established by the Board. Any expense to be incurred by the Supervisor for out-of-District travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of their reasonable and necessary expenses.

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **P. PERSONAL BUSINESS LEAVE**

The Supervisor is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor shall not use personal business days to extend a holiday or vacation. The Supervisor shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Supervisor's earned sick time leave bank.
2. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Supervisor's final paycheck, to the extent permitted by law.

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### *SUPERVISOR*

#### **Q. HOLIDAYS**

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National Presidents' Day, Memorial Day, and Juneteenth.

#### **R. VACATION LEAVE**

The Supervisor shall receive twenty-five (25) vacation days per Contract year. If the Supervisor is hired after the start of the contract year or the Supervisor works less than full-time, the Supervisor's vacation allocation will be proportionate to the time worked.

1. The Supervisor shall not use a vacation day without the prior written approval of their Director. The Supervisor may carry over unused vacation days (beyond the scheduled allocation each July 1st) not to exceed 10 days. As of June 30th, of each work year any unused vacation days above the 10 allowed for carryover will be added to the Supervisor's earned sick time bank.
2. The Supervisor shall be allowed up to five (5) vacation days paid out per contract year.
3. If the Supervisor ends employment, prior to the end of the school year, they will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used vacation leave from the Supervisor's final paycheck to the extent permitted by law.

#### **S. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Supervisor is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **T. INSURANCE PROGRAMS**

To receive earned benefits, the Supervisor, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Supervisor working 30 or more hours per week. For a part-time Employee who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Supervisor, with the remaining cost to be paid by the Supervisor through payroll deduction. A Supervisor that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Supervisor adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **U. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Supervisor, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Supervisor's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Supervisor does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Supervisor signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Supervisor an insured income continuation plan for disability extending beyond the Supervisor's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Supervisor's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90)

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

calendar days. After the 90th calendar day, 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.”

5. HEALTH – The Supervisor shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Supervisor and the Supervisor’s eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Supervisor selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. The Supervisor electing coverage with a premium higher than the Board’s eighty percent (80%) contribution shall be responsible for paying the difference between the Board’s contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months’ coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Supervisors who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Supervisor (self-only or family coverage).
9. The Employer’s contribution shall be deposited into the Supervisor’s Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

#### **V. RETIREMENT LEAVE BENEFITS**

If the Supervisor separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Supervisor shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Supervisor shall complete a minimum of 10 years of service to the Employer.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

Unused personal business and/or vacation leave payout does not apply to a Supervisor who is discharged or resigns.

#### **W. TAX DEFERRED ANNUITY PROGRAM**

The Supervisor may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Supervisor to invest towards their own retirement on a tax-deferred basis.

#### **X. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Supervisor as outlined in the retirement plan booklet.

#### **Y. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Supervisor. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **Z. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **AA. LIMITATIONS**

The Supervisor agrees that any claim or suit arising out of the Supervisor's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Supervisor understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the

**CONTRACT OF EMPLOYMENT**

*SUPERVISOR*

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.

**COUNTERPART SIGNATURES**

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

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

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

**CONTRACT OF EMPLOYMENT**

*AT-WILL EMPLOYEE*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter “Board”) and **Kara Wall** (hereinafter “Employee”) that the Board employs the said Payroll Manager for fiscal years 2025-2026 and 2026-2027 as an at-will employee, according to the terms and conditions as described and set forth herein as follows:

**A. TERM**

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer’s sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Employee’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Board shall be entitled to terminate the Employee's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Employee’s employment immediately, if and when it determines that the Employee has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Employee materially breaches the terms and conditions of this Contract.

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

**B. COMPENSATION**

The Employee shall be paid at an annual salary rate of Eighty Thousand, Seven Hundred Twenty-Six dollars (**\$80,726**) for Contract Year 2025-26 and Eighty-Three Thousand, One Hundred Forty-Eight dollars (**\$83,148**) for Contract Year 2026-27. Wages are subject to state and federal taxes, as well as other legally required or permitted withholdings.

**C. EXEMPT STATUS**

The parties acknowledge and agree that the Employee is classified as an exempt employee under the United States Fair Labor Standards Act (FLSA). As such, the Employee is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

#### **D. DAILY HOURS**

The Employee will have daily schedules established by the Employee's supervisor(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### **E. WORK YEAR**

The Employee is employed on the basis of fifty-two (52) work weeks. The Employee's assigned position is for Two Hundred Sixty (260) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year will be initiated by the Employee or the Employee's supervisor, with final approval by the Superintendent or designee necessary to make a change.

#### **F. EVALUATION**

The Employee's performance shall be evaluated by the Supervisor or designee in writing, not later than June 30<sup>th</sup> of the designated evaluation year.

#### **G. EARNED SICK TIME (EST) LEAVE**

The Employee will receive 12 days (96 hours) of earned sick time per school year subject to proration if the Employee is hired after the start of the contract year or works part-time. Employee may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Employee is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Employee.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Employees' Earned Sick Time leave bank.
3. An Employee that ends employment, prior to the end of the school year, will have to repay the district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Employee's final paycheck, to the extent permitted by law.
4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Employee must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. The Employee may use earned sick time for the following reasons:

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

- a. the Employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Employee's mental or physical illness, injury, or health condition; or preventative medical care for the Employee;
  - b. for the Employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Employee;
  - c. if the Employee or the Employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Employee's place of business by order of a public official due to a public health emergency, for an Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Employee's or Employee's family member's presence in the community would jeopardize the health of others because of the Employee's or family member's exposure to a communicable disease, whether or not the Employee or family member has actually contracted the communicable disease.
7. An Employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Employee and the Employee's supervisor may decide the notice frequency for the continued illness or disability.
  8. If the Employee's need to use leave is foreseeable, the Employee must provide notice to the District of the Employee's intent to use earned sick time at least 7 days prior to the date leave is to begin.
  9. For leave of more than five (5) consecutive days, upon District request, the eligible Employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

10. An Employee who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **H. BEREAVEMENT LEAVE**

The Employee shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Employee's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. Employees may be required to provide documentation to support the request for bereavement leave.

#### **I. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Employee's leave allowance and shall be granted if the criteria below is met:

1. When an Employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Employee's regular rate of pay.
2. On days in which the Employee is required to report for jury service, the Employee is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with the District's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.

#### **J. WORK TRAININGS/CONFERENCES**

The District may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **K. PERSONAL BUSINESS LEAVE**

The Employee is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Employee is hired after the start of the contract year or works part-time. The Employee shall not use personal business days to extend a holiday or vacation. The Employee shall not use a personal business day without the prior written approval of the Employee's supervisor.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

1. Unused personal business days at the end of the work year will be credited to the Employee's earned sick time leave bank.
2. An Employee that ends employment, prior to the end of the school year, will have to repay the District for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Employee's final paycheck, to the extent permitted by law.

#### **L. HOLIDAYS**

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National Presidents' Day, Memorial Day, and Juneteenth. An Employee preapproved to work a holiday will be paid double time for hours worked.

If a holiday listed above occurs on a day between Monday and Friday, to receive the Employee's per diem pay for that workday, the Employee must be paid for the last workday scheduled preceding the holiday and for the first workday following the holiday. This compensation is not contingent upon the Employee meeting a 40-hour workweek threshold.

#### **M. VACATION LEAVE**

The Employee is provided **20** vacation days. If the Employee is hired after the start of the contract year or the Employee works less than full-time, Employee vacation allocation will be proportionate to the time worked.

1. The Employee shall not use a vacation day without the prior written approval of the Employee's immediate supervisor. The Employee may carry over unused vacation days (beyond the scheduled allocation each July 1<sup>st</sup>) not to exceed 10 days. As of June 30<sup>th</sup> of each work year any unused vacation days above the 10 allowed for carryover will be added to the Employee's earned sick time bank.
2. An Employee that ends employment, prior to the end of the school year, will have to repay district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used vacation leave from the Employee's final paycheck, to the extent permitted by law.

#### **N. EMERGENCY SCHOOL CLOSING**

Whenever all schools are closed due to severe weather or other emergencies, the Employee shall not report for work as usual, unless specifically directed to do so, and shall be paid the normal day's pay even though no work is performed. If all schools are dismissed, after the Employee has reported for

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

work, because of severe weather or other emergencies, and if the immediate supervisor's work is terminated for that day because of those conditions, the Employee's work shall terminate for that day concurrent with the immediate supervisor's and the Employee shall be paid the normal pay even though fewer hours have been worked.

Should the Employer authorize/require the Employee to report to work on-site during the closure, the Employee shall be compensated at a rate of one and a half (1.5) times their regular hourly rate for all hours physically worked during the closure period. This compensation is not contingent upon the Employee meeting a 40-hour workweek threshold.

#### **O. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Employee and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Employee is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **P. INSURANCE PROGRAMS**

To receive earned benefits, the Employee upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the District's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of an Employee working 30 or more hours per week. For a part-time Employee who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Employee, with the remaining cost to be paid by the Employee through payroll deduction. An

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

Employee that works less than 17.5 hours per week is not eligible for the following earned benefits.

2. Insurance plans and premium contribution rates by the Employer and Employee adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **Q. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Employee, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Employee's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Employee does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Employee signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Employee an insured income continuation plan for disability extending beyond the Employee's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Employee's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) calendar days. After the 90th calendar day, 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."
5. HEALTH - Employees shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Employee and the Employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

## CONTRACT OF EMPLOYMENT

### *AT-WILL EMPLOYEE*

7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months' coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Employees who elect enrollment in a High-Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Employee (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Employee, the MESSA Vision Services Plan 3 (VSP-3).

#### **R. RETIREMENT LEAVE BENEFITS**

Upon retirement, Employee shall not receive any payout for unused personal business leave and/or vacation leave.

If the Employee separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Employee shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$4,500 computed at \$55 per day for each day of accumulated sick leave. To be eligible for this retirement leave payout, the Employee shall complete a minimum of 10 years of service to the District. Unused personal business and/or vacation leave payout does not apply to an Employee who is discharged or resigns.

#### **S. TAX DEFERRED ANNUITY PROGRAM**

Employees may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow Employees to invest towards their own retirement on a tax-deferred basis.

#### **T. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Employee as outlined in the retirement plan booklet.

#### **U. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and Employee. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to,

**CONTRACT OF EMPLOYMENT**

*AT-WILL EMPLOYEE*

connected with, or arising in any manner out of the employment of the Employee by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and signed by the Chief Human Resources Officer. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

**V. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

**W. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

**X. COUNTERPART SIGNATURES**

The parties have caused this Contract to be executed in their respective names and in the case of the Board of Education of the School District of the City of East Lansing Superintendent of Schools and Chief Human Resources Officer.

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Superintendent Signature and Date

\_\_\_\_\_  
Chief Human Resources Officer Signature and Date

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter "Board") and **Vincent Watson** (hereinafter "Supervisor") that the Board employs the said Supervisor of Custodians for fiscal years 2025-2026 and 2026-2027 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### **A. TERM**

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Supervisor's employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer's sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Supervisor's employment after June 30, 2027, if any, which terms and conditions shall be in the Employer's sole discretion.

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Supervisor's employment immediately, if and when it determines that the Supervisor has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Supervisor materially breaches the terms and conditions of this Contract.

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

#### **B. DUTIES**

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

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

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

by state and federal law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### **C. COMPENSATION**

The Supervisor shall be paid at annual salary rates of Seventy-One Thousand, Eighty-Nine dollars (**\$71,089**) for Contract Year 2025-26 and Seventy-Three Thousand, Nine Hundred Thirty-Three dollars (**\$73,933**) for Contract Year 2026-27. Wages are subject to state and federal taxes, as well as other legally required or permitted withholdings.

In the event of separation of the Supervisor during the term of this Contract, initiated by either party, any amounts due to the Supervisor upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Supervisor in excess of time worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages. The Supervisor, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Supervisor within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Supervisor agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### **D. EXEMPT STATUS**

The parties acknowledge and agree that the Supervisor is classified as an *exempt Employee* under the United States Fair Labor Standards Act (FLSA). As such, the Supervisor is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### **E. DAILY HOURS**

The Supervisor will have daily schedules established by the Superintendent or designee(s) and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### **F. WORK YEAR**

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor's assigned position is for Two Hundred Sixty (260) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Supervisor or their Director, with final approval by the Superintendent or designee necessary to make a change.

#### **G. EVALUATION**

The Supervisor's performance shall be evaluated by their Director or designee in writing, not later than

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

June 30<sup>th</sup> of the designated evaluation year.

#### **H. DISABILITY OR INCAPACITY**

In the event of the Supervisor's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Supervisor shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, the Supervisor shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Supervisor, it may require a second opinion, at Board expense.

#### **I. TENURE**

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

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

#### **J. EARNED SICK TIME (EST) LEAVE**

The Supervisor will receive 12 days (96 hours) of earned sick time per school year subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Supervisor is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Supervisor.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisor' Earned Sick Time leave bank.
3. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

the amount equivalent to any used but unearned Earned Sick Time from the Supervisor's final paycheck, to the extent permitted by law.

4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the position, the Supervisor must use time off in ½ day increments.
5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Supervisor may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Supervisor may use earned sick time for the following reasons:
  - a. the Supervisor's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Supervisor's mental or physical illness, injury, or health condition; or preventative medical care for the Supervisor;
  - b. for the Supervisor's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Supervisor's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Supervisor;
  - c. if the Supervisor or the Supervisor's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Supervisor's place of business by order of a public official due to a public health emergency, for a Supervisor's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Supervisor or their family member's presence in the community would jeopardize the health of others because of the Supervisor's or family member's exposure to a communicable disease,

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

whether or not the Supervisor or family member has actually contracted the communicable disease.

7. A Supervisor who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Supervisor and the Director may decide the notice frequency for the continued illness or disability.
8. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the Employer of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Supervisor must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Supervisor who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Supervisor shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Supervisor's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. The Supervisor may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Supervisor's leave allowance and shall be granted if the criteria below is met:

1. When a Supervisor is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Supervisor's regular rate of pay.
2. On days in which the Supervisor is required to report for jury service, the Supervisor is not required to report to work.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

#### **M. AUTOMOBILE**

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

#### **N. REIMBURSEMENT**

The Supervisor shall be eligible to be reimbursed for out-of-District travel, meals, and lodging in accordance with per diem expense and reimbursement procedures, established by the Board. Any expense to be incurred by the Supervisor for out-of-District travel in excess of 50 miles shall be submitted in advance for review and approval by the Superintendent or designee. The Supervisor shall be required to present an itemized account of their reasonable and necessary expenses.

#### **O. WORK TRAININGS/CONFERENCES**

The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **P. PERSONAL BUSINESS LEAVE**

The Supervisor is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Supervisor is hired after the start of the contract year or works part-time. The Supervisor shall not use personal business days to extend a holiday or vacation. The Supervisor shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Supervisor's earned sick time leave bank.
2. A Supervisor that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Supervisor's final paycheck, to the extent permitted by law.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

#### **Q. HOLIDAYS**

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, National Presidents' Day, Memorial Day, and Juneteenth.

#### **R. VACATION LEAVE**

The Supervisor shall receive twenty-five (25) vacation days per Contract year. If the Supervisor is hired after the start of the contract year or the Supervisor works less than full-time, the Supervisor's vacation allocation will be proportionate to the time worked.

1. The Supervisor shall not use a vacation day without the prior written approval of their Director. The Supervisor may carry over unused vacation days (beyond the scheduled allocation each July 1st) not to exceed 10 days. As of June 30th, of each work year any unused vacation days above the 10 allowed for carryover will be added to the Supervisor's earned sick time bank.
2. The Supervisor shall be allowed up to five (5) vacation days paid out per contract year.
3. If the Supervisor ends employment, prior to the end of the school year, they will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used vacation leave from the Supervisor's final paycheck to the extent permitted by law.

#### **S. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

1. The Board shall not be required to remit premiums for any insurance coverage for the Supervisor and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
2. 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.
3. The Supervisor is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement shall be relieved from all liability with respect to insurance benefits.

#### **T. INSURANCE PROGRAMS**

To receive earned benefits, the Supervisor, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Supervisor working 30 or more hours per week. For a part-time Employee who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Supervisor, with the remaining cost to be paid by the Supervisor through payroll deduction. A Supervisor that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Supervisor adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **U. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Supervisor, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Supervisor's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.
3. CASH-IN-LIEU (CIL) - If the Supervisor does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Supervisor signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Supervisor an insured income continuation plan for disability extending beyond the Supervisor's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Supervisor's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90)

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

calendar days. After the 90th calendar day, 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.”

5. HEALTH – The Supervisor shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Supervisor and the Supervisor’s eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Supervisor selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. The Supervisor electing coverage with a premium higher than the Board’s eighty percent (80%) contribution shall be responsible for paying the difference between the Board’s contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months’ coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Supervisors who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Supervisor (self-only or family coverage).
9. The Employer’s contribution shall be deposited into the Supervisor’s Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

#### **V. RETIREMENT LEAVE BENEFITS**

If the Supervisor separates employment with the Employer for purposes of retirement, in accordance with the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Supervisor shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Supervisor shall complete a minimum of 10 years of service to the Employer.

## CONTRACT OF EMPLOYMENT

### *SUPERVISOR*

Unused personal business and/or vacation leave payout does not apply to a Supervisor who is discharged or resigns.

#### **W. TAX DEFERRED ANNUITY PROGRAM**

The Supervisor may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Supervisor to invest towards their own retirement on a tax-deferred basis.

#### **X. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPERS) is required by law and provides benefits to the Supervisor as outlined in the retirement plan booklet.

#### **Y. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Supervisor. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **Z. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **AA. LIMITATIONS**

The Supervisor agrees that any claim or suit arising out of the Supervisor's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Supervisor understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the

**CONTRACT OF EMPLOYMENT**

*SUPERVISOR*

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.

**COUNTERPART SIGNATURES**

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

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

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

# CONTRACT

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (hereinafter “Board”) and **Melvin White** (hereinafter “Dean”) that the Board employs the said Dean for Student Success for fiscal years 2025-2026 and 2026-2027 as an at-will Employee, according to the terms and conditions as described and set forth herein as follows:

#### **A. TERM**

These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Dean’s employment is terminated by the Employer before the end of that period or (2) the Employer changes these terms and conditions, which changes shall be in the Employer’s sole discretion. The Employer will determine at a later date the terms and conditions that will apply to the Dean’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Board shall be entitled to terminate the Dean's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate the Dean’s employment immediately, if and when it determines that the Dean has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Dean materially breaches the terms and conditions of this Contract.

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

#### **B. DUTIES**

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

The Dean agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Dean agrees to faithfully perform those duties assigned by the Board and the Superintendent or designee with respect thereto. Further, the Dean agrees to comply with and fulfill all responsibilities and tasks required by state and federal

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

law and regulations and by the Board and Superintendent or designee to carry out the programs and policies of the School Employer for which they are responsible during the entire term of this Agreement.

#### **C. COMPENSATION**

The Dean shall be paid at an annual salary rate of Sixty-Nine Thousand, Nine Hundred Sixty-Three dollars (**\$69,963**) for Contract year 2025-26 and Seventy Two Thousand, Sixty-Two dollars (**\$72,062**) for Contract Year 2026-27.

In the event of separation of the Dean during the term of this Contract, initiated by either party, any amounts due to the Dean upon separation shall be remitted by the Board as soon as such amounts can diligently be determined and paid.

Any amounts received by the Dean in excess of time worked during the fiscal/contract year shall be deducted from the Dean's remaining wages. The Dean, 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 Dean within three (3) business days of receipt of notice of the amount. If not repaid in this manner, the Dean agrees that judgment may be entered against his/her in any Michigan court of competent jurisdiction for such amount(s).

#### **D. EXEMPT STATUS**

The parties acknowledge and agree that the Dean is classified as an *exempt Employee* under the United States Fair Labor Standards Act (FLSA). As such, the Dean is not entitled to overtime compensation for hours worked in excess of forty (40) hours in a workweek.

#### **E. DAILY HOURS**

The Dean will have daily schedules established by the Superintendent or designee and will work a 40-hour work week unless the hours of a specific position are reduced by the Employer.

#### **F. WORK YEAR**

The Dean is employed on the basis of fifty-two (52) work weeks. The Dean's assigned position is for One Hundred Eighty (180) working days during a fiscal/contract year (July 1 - June 30) as scheduled by the Superintendent. Changes to the work year may be initiated by the Dean or Principal, with final approval by the Superintendent or designee necessary to make a change.

#### **G. EVALUATION**

The Dean's performance shall be evaluated by the Principal or designee in writing, not later than June 30<sup>th</sup> of each year.

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

#### H. DISABILITY OR INCAPACITY

In the event of the Dean's mental and/or physical incapacity to perform the duties of their office, they shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Dean 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 Employer's short-term disability plan (60%). Health plan premium payments shall be made on behalf of the Dean during this interval to the extent required by law. Upon utilizing leave under this provision, the Dean 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 the Dean, it may require a second opinion, at Board expense.

#### I. TENURE

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

Dean agrees that they are not eligible for protections/requirements under the revised school code Section 1229 (MCL 380.1229).

#### J. EARNED SICK TIME (EST) LEAVE

The Dean will receive 10 days (80 hours) of earned sick time per school year subject to proration if the Dean is hired after the start of the contract year or works part-time. The Dean may access and use Earned Sick Time before it is earned through actual hours worked.

1. If the Dean is hired after the contract year begins or is a part-time Employee, a prorated amount will be made available to the Dean.
2. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Dean's Earned Sick Time leave bank.
3. A Dean that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Dean's final paycheck, to the extent permitted by law.
4. Earned Sick Time must be used in increments of at least 1 hour. If a substitute is required for the

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

position, the Dean must use time off in ½ day increments.

5. Unused sick leave days shall accumulate from year to year without limitation.
6. The Dean may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the Employer's ESTA policy, as that policy may be adopted and amended from time to time. The Dean may use earned sick time for the following reasons:
  - a. the Dean's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Dean's mental or physical illness, injury, or health condition; or preventative medical care for the Dean;
  - b. for the Dean's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Dean's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Dean;
  - c. if the Dean or the Dean's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the Dean's place of business by order of a public official due to a public health emergency, for a Dean's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the Dean or their family member's presence in the community would jeopardize the health of others because of the Dean's or family member's exposure to a communicable disease, whether or not the Dean or family member has actually contracted the communicable disease.
7. A Dean who is unable to perform their duties due to illness or disability shall notify their Director before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the Dean and the Employer may decide the notice frequency for the continued illness or disability.

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### *DEAN FOR STUDENT SUCCESS*

8. If the Dean's need to use leave is foreseeable, the Dean must provide notice to the Employer of the Dean's intent to use earned sick time at least 7 days prior to the date leave is to begin.
9. For leave of more than five (5) consecutive days, upon Employer request, the eligible Dean must provide the Employer, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
10. A Dean who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

#### **K. BEREAVEMENT LEAVE**

The Dean shall be entitled to up to five (5) days of paid bereavement leave per occurrence in the event of the death of an immediate family member. For this section, "immediate family" is defined as the Dean's current spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law.

Bereavement leave must be used, commencing within a reasonable time of the date of death or related memorial services, unless otherwise approved by the Employer. The Dean may be required to provide documentation to support the request for bereavement leave.

#### **L. JURY SERVICE AND SUBPOENA**

Absence for jury service or subpoena will not be charged against the Dean's leave allowance and shall be granted if the criteria below is met:

1. When a Dean is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Dean's regular rate of pay.
2. On days in which the Dean is required to report for jury service, the Dean is not required to report to work.
3. Substantiation of payment and attendance will be required in accordance with the Employer's processing procedures.
4. Court appearance as a witness in a case related to employment or the school, or whenever the Dean is subpoenaed to attend proceedings where they are required to provide information on behalf of the Employer.

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### *DEAN FOR STUDENT SUCCESS*

#### **M. AUTOMOBILE**

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

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

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The Employer may cover the costs associated with attendance at pre-approved work-related trainings or conferences.

#### **P. PERSONAL BUSINESS LEAVE**

The Dean is provided three (3) personal business days (24 hours) each contract year, subject to proration if the Dean is hired after the start of the contract year or works part-time. The Dean shall not use personal business days to extend a holiday or vacation. The Dean shall not use a personal business day without the prior written approval of their Director.

1. Unused personal business days at the end of the work year will be credited to the Dean's earned sick time leave bank.
2. A Dean that ends employment, prior to the end of the school year, will have to repay the Employer for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used personal business leave from the Dean's final paycheck, to the extent permitted by law.

#### **Q. 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 this agreement, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

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

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

2. 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.
3. The Dean is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.
4. The Board, by payment of the premium payments required to provide insurance coverage for the programs as provided in this agreement, shall be relieved from all liability with respect to insurance benefits.

#### **R. INSURANCE PROGRAMS**

To receive earned benefits, the Dean, upon hire or upon returning from a leave of absence, must complete enrollment forms within 30 days of employment or during the Employer's open enrollment period.

1. The Employer agrees to make premium contributions on behalf of a Dean working 30 or more hours per week. For a part-time Dean who works 17.5 or more hours per week, the Employer agrees to bear the cost represented by the percentage of 30 hours per week worked by the Dean, with the remaining cost to be paid by the Dean through payroll deduction. A Dean that works less than 17.5 hours per week is not eligible for the following earned benefits.
2. Insurance plans and premium contribution rates by the Employer and the Dean adjust January 1 of each year. Premium shares will follow that of ELEA.

#### **S. EARNED BENEFITS**

1. LIFE - The Board shall provide, without cost to the Dean, group life insurance protection and AD&D in the amount of \$50,000 during the life of this Agreement. The said insurance policy is payable to the Dean's designated beneficiary with provisions for double indemnity in the event of accidental death.
2. DENTAL - The Board shall provide, without cost during the life of this Agreement, a dental insurance program at one hundred percent (100%) of Class I benefits, eighty percent (80%) of Class II benefits, and eighty percent (80%) of Class III benefits with a One Thousand Five Hundred Dollars (\$1,500) annual maximum, and 80% orthodontics benefit with a one thousand five hundred Dollars (\$1,500) lifetime maximum.

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

3. CASH-IN-LIEU (CIL) - If the Dean does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Dean signs the Employer's Waiver of Medical Coverage form and proof that another qualified plan covers them.
4. STD & LTD - The Board agrees to provide without cost to the Dean an insured income continuation plan for disability extending beyond the Dean's accumulated earned sick time leave. The Board will guarantee sixty percent (60%) of the Dean's income from the tenth (10th) working day following the exhaustion of earned sick time days and continuing to ninety (90) calendar days. After the 90th calendar day, 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."
5. HEALTH – The Dean shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the Dean and the Dean's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. The Dean selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).
6. The Dean electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.
7. Coverage will be for a full twelve (12) months. It is expressly understood that full twelve (12) months' coverage depends on completion of the total school year.
8. HEALTH SAVINGS ACCOUNT (HSA)- For Deans who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the Dean (self-only or family coverage).
9. The Employer's contribution shall be deposited into the Dean's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.
10. VISION – The Board shall provide, without cost to the Dean, the MESSA Vision Services Plan 3 (VSP-3).

#### **T. RETIREMENT LEAVE BENEFITS**

If the Dean separates employment with the Employer for purposes of retirement, in accordance with

## CONTRACT OF EMPLOYMENT

### *DEAN FOR STUDENT SUCCESS*

the provisions of the Michigan Public School Employees Retirement Act, MCL 38.1301, *et seq.*, the Dean shall receive a lump sum payment, in July of the fiscal year following retirement, not to exceed \$5,000 computed at \$55 per day for each day of accumulated earned sick leave. To be eligible for this retirement leave payout, the Dean shall complete a minimum of 10 years of service to the Employer.

Unused personal business and/or vacation leave payout does not apply to a Dean who is discharged or resigns.

#### **U. TAX DEFERRED ANNUITY PROGRAM**

The Dean may contribute to an approved 403B or 457 Tax Deferred Annuity (TDA) vendor through a payroll deduction program. These savings programs allow the Dean to invest towards their own retirement on a tax-deferred basis.

#### **V. RETIREMENT PLAN**

Membership in the Michigan Public School Employees Retirement System (MPSERS) is required by law and provides benefits to the Dean as outlined in the retirement plan booklet.

#### **W. TERMINATION AND MODIFICATION**

This Agreement contains the entire agreement and understanding by and between the Employer and the Dean. No representations, promises, agreements, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Dean by the Employer are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Agreement is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No amendment to or modification of this Agreement shall be valid or binding unless it is in writing, approved by the Superintendent and approved by action of the Board as it is reflected in the minutes and signed by the Board's President and Secretary. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

#### **X. SEVERABILITY**

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision(s).

#### **Y. LIMITATIONS**

The Dean agrees that any claim or suit arising out of the Dean'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

**CONTRACT OF EMPLOYMENT**

**DEAN FOR STUDENT SUCCESS**

claim or suit. The Dean 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.

**COUNTERPART SIGNATURES**

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

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

\_\_\_\_\_  
Dean's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

**F. AFCSME Contract**

**223**

*Motion: I move that the Board of Education approve the changes to the agreement between the East Lansing Board of Education and the American Federation of State, County, and Municipal Employees (AFSCME) as presented.*

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## MEMORANDUM

TO: ELPS Board

FROM: Rulesha Glover-Payne *RGP*  
*Chief Human Resources Officer & Title IX Coordinator*

DATE: August 11, 2025

SUBJECT: Administrative Assistant and District Tentative Agreement

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The District and American Federation of State, County, and Municipal Employees (AFSCME) Administrative Assistants Union have reached a Tentative Agreement for a two-year agreement.

Attached for your review and vote is a Summary Guide of Tentative Agreement contract changes that outlines all modifications and new sections, including two (2) year wages, benefit language changes, work rules, and any other agreed-upon updates. This guide is intended to provide a clear overview to assist in your review prior to formal Board action.

If you have any questions regarding the changes or the negotiation process, please feel free to contact my office.

|   |   |
|---|---|
| <p><a href="#">Article 8 Section 1</a> – Payroll Deduction: Procedures<br/>(New and replaces language found Article 2.5)</p>        | <p>June 30, 2025 Proposal</p> <ul style="list-style-type: none"> <li>• This article adds back into contract Dues Deduction.</li> <li>• This language becomes a new expanded Article and replaces and Article 2 Section 5 to a new section.</li> </ul>                   |
| <p><a href="#">Article 14 Section 3</a> – Summer Hours Worked.<br/>(New Section added)</p>  | <p>June 30, 2025 Proposal</p> <ul style="list-style-type: none"> <li>• Administrative Assistant that works for Summer School will be paid \$30 or current hourly rate, whichever is greater.</li> </ul>   |
| <p><a href="#">Article 14 Section 6</a> – Timekeeping Responsibilities<br/>(New Section added)</p>                                  | <p>July 22, 2025 Proposal</p> <ul style="list-style-type: none"> <li>• This article states that employee will be expected to use time recording platform determined by the district.</li> </ul>   |
| <p><a href="#">Article 15 Section 1</a> – Earned Sick Time<br/>(New Language Added)</p>   | <p>June 16, 2025</p> <ul style="list-style-type: none"> <li>• This section complies with ESTA (Earned Sick Time Act) and Board Policy.</li> </ul>   |
| <p><a href="#">Article 15 Section 4</a> - Personal Business Day Lottery<br/>(New Section Added)</p>                                 | <p>June 16, 2025</p> <ul style="list-style-type: none"> <li>• This will provide an opportunity for employee to use a personal day that extends a holiday or vacation. This is consistent with ELEA personal business day lottery.</li> </ul>                            |
| <p><a href="#">Article 15 Section 5</a> – Jury Service and Subpoena</p>   | <p>June 16, 2025</p> <ul style="list-style-type: none"> <li>• This replaces the current language 15.3.4 and becomes new 15.3.5.</li> <li>• Employees that have to appear for jury service will not need to return back to work for that day.</li> </ul>                 |
| <p><a href="#">Article 15.6</a> - Retirement</p>  | <p>This is current language that should remain. It wasn't proposed or discussed. As I worked through this section. I noticed it did not belong in the sick leave language. It is 15.1.3 (old language) and I moved it to its own subsection.</p>                        |
| <p><a href="#">Article 17 Section 1</a> - 12-month Employees Vacation</p>   | <p>June 16, 2025</p> <ul style="list-style-type: none"> <li>• This language no longer applies to existing staff.</li> </ul>   |
| <p><a href="#">Article 17 Section 3.3</a> - Procedures</p>  | <p>June 30, 2025</p> <ul style="list-style-type: none"> <li>• Replaces the current language 17.3.3 by adding clarifying language.</li> </ul>  |
| <p><a href="#">Article 17 Section 3.4</a> – Procedures</p>  | <p>June 30, 2025</p> <ul style="list-style-type: none"> <li>• Strike through entire section.</li> <li>• This no longer applies to any of the current Administrative Assistants.</li> </ul>  |
| <p><a href="#">Article 18</a> – Employee Earned Benefits<br/>(Replace Insurance Protection with new language and Article Title.</p> | <p>June 25, 2025</p> <ul style="list-style-type: none"> <li>• Replaces old Insurance Protection Section.</li> <li>• Modify the reference to new hires receiving insurance coverage for family until 2027;</li> <li>• Included health plan offerings in 18.3.</li> </ul> |

|   |  |
|---|--|
|   |  |
| <p><a href="#">Appendix A</a> – Salary Schedule</p> | <p>June 30, 2025</p> <ul style="list-style-type: none"> <li>• Step &amp; 4% (25-26)</li> <li>• Step &amp; 3% (26-27)</li> </ul>  |
| <p><a href="#">Appendix B</a> – Work Year</p>       | <p>June 30, 2025</p> <ul style="list-style-type: none"> <li>• Change term Bargaining unit member to employee.</li> <li>• Add working days for 10-month, 11-month, and 12-month employees.</li> </ul> |

Article 8  
PAYROLL DEDUCTIONS

Section 1. Procedures

- A. The District will process an employee's voluntary written authorization for payroll deductions pursuant to this Article for:
1. Union dues/fees,
  2. 403(b)/457(b) employee contributions, and
  3. Authorized pre-tax cafeteria account contributions.

The employee's written request shall include the employee's signature. The District assumes only the responsibility for remitting the amount specified in the employee's written request. The District will not process deductions for Political Action Committee donations associated with Union dues/fees structure.

- B. The District will disburse the deductions under procedures established by the District. Deductions will be made in substantially equal amounts from the employee's paycheck(s) beginning the first pay that is feasible after receipt of the employee's voluntary written authorization for the deduction, which will continue in effect until revoked in writing by the employee.
- C. The Union will indemnify, defend, and hold harmless the District, as well as individual Board members, employees, and agents against any claim arising from or related to the District's deduction of Union dues/fees. The Union's obligation includes payment of the District's attorney fees and costs to defend against the claim.
- D. The Board will deduct twice each month and remit tax-deferred 403(b)/457(b) employee contributions to a single Board approved 403(b)/457(b) vendor or third-party administrator within one (1) week after the deduction, subject to the following conditions:
1. The Board-approved 403(b)/457(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
  2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium, which currently is TSA Consulting Group.
  3. A 403(b)/457(b) vendor's failure to promptly credit an employee contribution transmitted according to this Article, shall be pursued by the employee directly with the 403(b)/457(b) vendor and/or the third-party administrator.
  4. The Board shall be held harmless from any violation of the Tax Code relating to tax-deferred annuity limitations.

**Article 14**  
**HOURS AND WORK WEEK**

**Section 3. Summer Hours Worked (NEW SECTION)**

Employees assigned to work as an Administrative Assistant during the Summer School Program shall be compensated at the rate of \$30 per hour or their current hourly rate, whichever is greater. This hourly rate applies exclusively to hours worked in connection with Summer School duties and is separate from the employee's regular contractual salary or hourly wage during the standard academic year.

**Section 6. Timekeeping Responsibilities (NEW SECTION)**

All employees shall be responsible for accurately recording their work time using the timekeeping system designated by the District. Employees are expected to use the system in accordance with District procedures and guidelines to ensure the accuracy of payroll and attendance records.

**Article 15**  
**PAID LEAVE**

**SECTION 1. EARNED SICK TIME**

1. Ten (10) month Employee will receive 10 days (80 hours) of earned sick time per school year, if work a full school year.
2. Eleven (11) month Employee will receive 11 days (88 hours) of earned sick time per school year, if work a full school year.
3. Twelve (12) month Employee will receive 12 days (96 hours) of earned sick time per school year, if work a full school year.
4. Employee may access and use Earned Sick Time before it is earned through actual hours worked. There is a maximum accumulation of one hundred fifty (150) days.
5. If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the Employee.
6. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the employees' Earned Sick Time leave bank.
7. An employee that ends employment, prior to the end of the school year, will have to repay district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Employee's final paycheck, to the extent permitted by law.
8. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the employee must use time off in ½ day (4 hours) increments. During the benefit year, the employee may use all available EST in their leave bank.
9. Employee is limited to a maximum accumulation of one hundred and fifty (150) days.
10. Employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. Employee may use earned sick time for the following reasons:
  - a. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
  - b. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
  - c. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual

assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

- d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
11. An employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.
  12. If employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin.
  13. For leave of more than five (5) consecutive days, upon District request, the eligible employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
  14. An employee who has exhausted sick leave credit and still not able to return to work may be paid for any unused vacation days.
  15. An employee who has attained the maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to the limit in section 1(1) of this Article. This payment will be made in July annually, based on sick leave accumulation and use as of the immediately preceding June 30.

**Article 15**  
**PAID LEAVE**

**Section 4. Personal Business Day Lottery (NEW SECTION)**

**PERSONAL BUSINESS DAY LOTTERY – Only applies to 10-month and 11-month unit employees.**

Personal business days may not be used to extend holiday breaks or vacation periods, except under the following conditions:

**1. Use in Conjunction with Breaks:**

Excluding the first and last day of school, employees may use one personal business day per fiscal year adjacent to a scheduled break, following the established approval process. The number of approved personal business days for this purpose will be limited per eligible scheduled break day to:

- One (1) member at the high school
- One (1) member at the middle school
- One (1) member at the elementary level

**2. Application Timeline:**

The first application window for using a personal business day to extend a break closes on **September 30** of the school year. Applications cannot be submitted before the start of school and will only be considered for that current school year.

**3. Lottery Process:**

If the number of applications exceeds the available slots, a lottery will be conducted by the Superintendent or their designee, with a representative from the Association present.

**4. Second Application Opportunity:**

If openings remain after the first round, a second and final application window will close on **January 15**. If necessary, a second lottery will be held to allocate any remaining slots.

Article 15  
PAID LEAVE

Section 5. Jury Service and Subpoena

1. Absence for jury service or subpoena will not be charged against the employee's leave allowance and shall be granted if criteria below is met:
  - a. When an employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the employee's regular rate of pay.
  - b. On days in which the employee is required to report for jury service, the employee is not required to report to work.
  - c. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
  - d. Court appearance as a witness in a case related to employment or the school, or whenever employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.
2. Absence will be charged against employee's sick bank, if case is initiated by the employee or the Association against the Board or District (unless the employee is subpoenaed by the Board).

**Article 15**  
**PAID LEAVE**

**Section 6. Retirement (Moved to its own sub-section)**

An employee who permanently separates from employment with the District for retirement purposes, in accordance with the Michigan Public School Employees Retirement Act, shall receive a lump-sum payment for the employee's unused sick leave days at the rate of \$65 per day. The maximum amount payable shall not exceed \$8,500. This payment will be made in the fiscal year immediately after the employee's effective retirement date. The retiring employee may elect to receive this payment in either July or January. An employee receiving pay for unused sick leave under section 1(5) of this Article is not eligible for this benefit.

Unused sick leave payout does not apply to an employee who is discharged, and the discharge is not reversed through the grievance procedure.

**Article 17**  
**VACATIONS**

**Section 1. 12-Month Employees.** All employees working on a 12-month basis shall receive an annual vacation with full pay based on the following schedule:

| Years of Service | Vacation Days Earned Per Month |
|------------------|--------------------------------|
| 1-5 years        | 10 days per year (80 hours)    |
| 6-10 years       | 15 days per year (120 hours)   |
| 11-24 years      | 20 days per year(160 hours)    |
| 25 years or more | 25 days per year (200 hours)   |

~~12-month secretaries (hired on or before July 1, 1994) who are reassigned or reduced to 11-month positions will receive pro-rated vacation allotment (88%) of that accrued by a 12-month secretary. 12-month secretaries (hired after July 1, 1994) who are reassigned or reduced to 11-month positions will accrue vacation under section 2 of this Article.~~

**Section 2. Less Than 12 Month Employees.** ~~Employees working less than 12 months are entitled to a paid vacation on the following schedule:~~

| Years of Service            | Vacation Days Earned  |
|-----------------------------|-----------------------|
| <del>1-10 years</del>       | <del>5 workdays</del> |
| <del>11 years or more</del> | <del>7 workdays</del> |

~~Unit employees hired after July 1, 1994 who work less than twelve (12) months per year are not eligible for paid vacation days under this section.~~

**Section 3. Procedures.**

1. Vacation allowances shall be front loaded July 1st of each year. Per diem pay shall be payroll deducted for an employee who uses vacation days not earned before employment separation with the District.
2. Vacation allowance shall be pro-rated during the first year of employment to the nearest one-half (1/2) day (based on 5/6 of a day per month of service to June 30).
3. Not more than fifteen (15) vacation days for 12-month secretaries may be carried over from one fiscal year to the next. If carried over vacation days are not used, they will be paid by July 31 immediately after the fiscal year in which they accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.
- ~~4. Less than 12-month secretaries will normally use vacation time at the end of their work year but may use vacation time during their work year with their immediate supervisor's approval. If vacation days are not used by the end of the secretary's work year, the secretary may request that the vacation days be paid at the end of July following the work year in which they originally accrued, provided that this request is made to the Business Office not later than May 15. Alternatively, the secretary may request that the unused vacation days be carried over to the next fiscal year (i.e., July 1), to a maximum carryover of one (1) year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately after the fiscal year in which they accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.~~

5. Vacation shall be scheduled at a time which does not interfere with normal District operations. As possible within this limitation, vacation shall be scheduled at a time satisfactory to the employee.
- ~~6. Vacation shall be scheduled for a period of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the employee's immediate supervisor and the appropriate director.~~

Vacation shall be scheduled for a period of time not to exceed the number of days employee has available and not more than one (1) week. The request must be approved by the employee's principal and/or immediate supervisor.

7. Employees terminating employment or commencing a leave of absence under Article 12 shall receive a pro-rated vacation allowance based on the amount of vacation time earned according to the above schedule.

**Article 17**  
**VACATIONS**

**Section 3. Procedures**

3. Not more than fifteen (15) vacation days for 12-month employees may be carried over from one fiscal year to the next. If carried over vacation days are not used, they will be paid by July 31 immediately after the fiscal year in which they accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.

Maximum allowable vacation days to be carried over shall not exceed fifteen (15) days. The unit employee shall be allowed up to five (5) vacation days paid out annually by June 30. All other vacation days not cashed out at the end of each Contract year shall be transferred to the unit employee's earned sick leave bank. This applies only to 12-month unit employees.

**Article 17**  
**VACATIONS**

**Section 3. Procedures**

4. Less than 12-month employees will normally use vacation time at the end of their work year but may use vacation time during their work year with their immediate supervisor's approval. If vacation days are not used by the end of the employee's work year, the employee may request that the vacation days be paid at the end of July following the work year in which they originally accrued, provided that this request is made to the Business Office not later than May 15. Alternatively, the employee may request that the unused vacation days be carried over to the next fiscal year (i.e., July 1), to a maximum carryover of one (1) year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately after the fiscal year in which they accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.

**Article 18**  
**EMPLOYEE EARNED BENEFITS**

**Section 1. Contributions.**

The Employer will make premium contributions, as specified in this Article, on behalf of each unit employee (and the employee's eligible dependents) who works thirty (30) hours or more per week.

Employer premium and health savings account contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

All premium or premium-equivalent amounts for which the employee is responsible will be payroll-deducted.

**Section 2. Eligibility.**

Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.

Unit employees hired after June 30, 2027, are only eligible to have the Employer's portion of single subscriber health/medical benefit plan costs contributed on their behalf. Those persons, however, may elect additional health/medical coverage, at their expense, provided that the insurance carrier permits additional enrollment.

**Section 3. HEALTH INSURANCE.**

Employees shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the employee and the employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

The full twelve (12) months' coverage depends on the employee's completion of the contract for the total school year.

The three (3) health insurance plans offered by the board for the term of the contract are as follows:

- MESSA ABC 1 with the 5-tiered prescription plan.
- MESSA ABC 1 with the 3-tiered prescription plan.
- MESSA Choices plan with the 3-tiered prescription plan

**Health Savings Account (HSA)** - For employees who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the employee (self-only or family coverage). The Employer's contribution shall be deposited into the employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

If there are legislative changes that cause an inequity in the Board contributions for healthcare between teachers selecting different plan options, parties agree to renegotiate the contributions noted in the above paragraphs.

**Cash-In-Lieu** - Unit employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect cash-in-lieu.

Eligible employees (those working 30 or more hours per week) who elect not to participate in the offered health insurance program shall instead receive \$243 each month in cash under a valid IRS Section 125 Plan established by the Employer.

To comply with the Affordable Care Act (ACA), employees must sign the district's Waiver of Medical Coverage form and provide proof of coverage from another qualified plan.

Insurance listed in this article shall have be available to the employee upon their hire date.

**Section 3. Dental Insurance.** The Employer shall provide Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.

**Section 4. Life Insurance.** The Employer shall provide, without cost to the employee, group life insurance protection and accidental death and dismemberment (AD&D) in the amount of \$50,000.

**Section 5. Vision Insurance.** The Employer shall provide MESSA VSP-3 vision insurance or an equivalent policy.

**Section 6. Short-Term and Long-Term Disability Insurance.** The Employer shall provide an insured income continuation plan for disability that extends beyond the employee's accumulated sick leave. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Employees who have exhausted their accumulated sick leave but are not eligible for long-term disability benefits because they have not satisfied the 90-day wait period are eligible for continuation of 60% of their base wages after an unpaid ten (10) workday wait period. The Employer-funded wage continuation amount shall be reduced by the amount of Social Security, Workers' Compensation, or any other Employer-sponsored benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of workdays in the balance of the 90-calendar day qualifying interval for long-term disability benefits.

The employee will continue to receive health insurance while on long-term disability for up to a maximum of twenty-four (24) months.

**APPENDIX A**  
**SALARY SCHEDULE**

**2025-2026**

- Step
- 4%

**2026-2027**

- Step
- 3%

**APPENDIX B**  
**WORK YEAR**

The employee shall be scheduled no less than the following amount of days each year based on the following:

- **12-month** Employees will have **261** working days (262 during leap year).
- **11-month** Employees will have **228** working days.
- **10-month Employees:** The Instructional Clerk at the Middle School and High School will have **202** working days.
- **10-month** Employees: Administrative Assistant to Student Services at East Lansing High School, Attendance Administrative Assistant at McDonald Middle School, and Attendance Administrative Assistant at East Lansing High School will have **207** working days.
- **10-month Employees:** All Administrative Assistants at the Elementary Schools will have **210** working days.

**Tentative Agreement Signatures**

Kristin Pfaendtner, AFSCME Chapter Chair \_\_\_\_\_

Craig Lynn, AFSCME Organizer/Staff Representative \_\_\_\_\_

Dori Leyko, Superintendent \_\_\_\_\_

Rulesha Glover-Payne, Chief Human Resources Officer \_\_\_\_\_

**MASTER AGREEMENT**

between

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF EAST

LANSING

and

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL

EMPLOYEES

AFL-CIO, LOCAL 1390 OF MICHIGAN COUNCIL NO. 25 2024 – 2025

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**Article 1**  
**Agreement**

This Agreement is between the Board of Education of the School District of the City of East Lansing (the District, Board, or Employer) and the East Lansing Public School Employees, Local 1390 American Federation of State, County and Municipal Employees, AFL-CIO of Council No. 25 (the Union).

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**Article 2**  
**Recognition**

**Section 1. Covered Employee.** Pursuant to and in accordance with the Public Employment Relations Act, as amended, the Employer recognizes the Union as the exclusive representative of the District's employees listed below for the purpose of collective bargaining for wages, hours, and other terms and conditions of employment for the term of this Agreement:

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Student Support Services / Transportation Administrative Assistant

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Elementary Administrative Assistant

Middle School Administrative Assistant

High School Administrative Assistant

Guidance Administrative Assistant

High School Registrar

Assist. Supt. / DEI Administrative Assistant

Athletic Administrative Assistant

Copy Center Administrative Assistant

Accounts Payable / Purchasing

Middle School Instructional Aide

High School Instructional Aide

Employee Benefits Coordinator

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Excluded from the bargaining unit are any administrative assistants deemed confidential (Superintendent's Administrative Assistant, Director of Finance and Operations Administrative Assistant, Chief Human Resources Officer Administrative Assistant), Payroll Supervisor, Supervisor of Accounting, substitute employees, and all other employees.

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This Agreement shall not be construed to deny or restrict to any bargaining unit employee rights they may have under the Revised School Code, or other applicable laws and regulations. The rights granted to bargaining unit employees are in addition to those provided elsewhere.

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**Section 2. Jurisdiction.** Board employees not covered by this Agreement shall not perform bargaining unit work except for instructional training, an emergency, or when a substitute

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employee is required. If a substitute employee works in a bargaining unit position for more than thirty (30) consecutive days, for the same person in the same building, the substitute employee

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shall be covered by this Agreement, except that the substitute employee does not accrue seniority and will terminate upon the return of the regular employee.

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**Section 3. Aid to Other Unions.** The Employer will not aid, promote, or finance any labor organization which purports to engage in collective bargaining or make any agreement with any labor organization to undermine the Union's representation of the bargaining unit described in Section 1.

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**Section 4. Strike/Lockout.** Neither the Union, its agents, nor its members will authorize, instigate, aid, or engage in a work stoppage, slow down, strike, or similar activity against the Employer. The Employer will not implement a lockout for the same period.

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~~**Section 5. Payroll Deduction.** A request for payroll deduction shall be in writing and signed by the bargaining unit employee. The Board assumes only the responsibility for the remittance of the amount specified by the employee. The Union and employees covered by this Agreement shall indemnify and hold harmless the Board for any violation of the Tax Code relating to tax-deferred annuity contribution limitations.~~

**Article 3**  
**Management Rights**

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There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of Michigan and the United States except as expressly limited by this Agreement. The Board retains the right, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of the employees and their working conditions which are not inconsistent with this Agreement. In meeting these responsibilities and in exercising its powers and rights, the Board acts through its administrative staff.

**Article 4**  
**Non-Discrimination**

The Board and the Union reaffirm their commitment not to discriminate against any person based on race, color, religion, sex (including pregnancy, gender identity, sexual orientation), age, disability, marital status, genetic information, height, weight, or national origin.

**Article 5**  
**Union Membership**

Employees covered by this Agreement are not required to become members of the Union. Employees in the unit covered by this Agreement may elect or may not elect to: (a) become a member and pay to the Union the initiation fees and periodic dues that are the obligations of the Union member; or (b) pay to the Union the appropriate periodic service fees computed in accordance with AFSCME's Notice To All Non-Member Employees Paying Fees.

**Article 6**  
**Union Representation**

**Section 1. Union Officers.** Unit employees will be represented by a Chapter Chair and a Chief Steward who are elected by the membership. The Union shall provide the Employer with a list of the Union Officers and Stewards within five (5) workdays of any election.

1. Reasonable arrangements may be made when the Chapter Chair or Chief Steward is required by the Board to engage during their workday in negotiations on the Union's behalf with any Board representative or required to participate in any grievance procedure, including arbitration, and shall not incur loss of salary when the grievance procedure has been mutually scheduled by both parties or the arbitrator.
2. The Employer shall provide the Chapter Chair with the following information for any newly-hired employee within twenty-one (21) days of the start date: name, hire date, schedule placement, and job location. This information is solely for Union business and shall not be sold or used for any nonunion purpose.
3. During their term of office, the Chapter Chair and the Chief Steward will head the seniority list only for the purpose of layoff/recall if administration determines that they are qualified to perform the required work. Upon conclusion of their office term, the Chapter Chair and Chief Steward will return to their regular seniority status.
4. A total of five (5) days per contract year is available for Union leave for the Chapter Chair and Chief Steward combined. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Union release time. The District will invoice the Union for that expense.

**Section 2. Bargaining Committee.** Unit employees will be represented in negotiations by the Chapter Chair and four (4) representatives.

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**Article 7**  
**Visitation**

Upon Union request and the presentation of proper credentials, Union officers or credentialed Union representatives shall be admitted to District premises during work hours to assist in adjusting grievances and other reasonable Union business. The officer or representative shall not disrupt orderly operations and must first check-in at the building office.

**Article 8**  
**Payroll Deduction**

**Section 1. Procedures**

A. The District will process an employee's voluntary written authorization for payroll deductions pursuant to this Article for:

1. Union dues/fees,
2. 403(b)/457(b) employee contributions, and
3. Authorized pre-tax cafeteria account contributions.

The employee's written request shall include the employee's signature. The District assumes only the responsibility for remitting the amount specified in the employee's written request. The District will not process deductions for Political Action Committee donations associated with Union dues/fees structure.

B. The District will disburse the deductions under procedures established by the District. Deductions will be made in substantially equal amounts from the employee's paycheck(s) beginning the first pay that is feasible after receipt of the employee's voluntary written authorization for the deduction, which will continue in effect until revoked in writing by the employee.

C. The Union will indemnify, defend, and hold harmless the District, as well as individual Board members, employees, and agents against any claim arising from or related to the District's deduction of Union dues/fees. The Union's obligation includes payment of the District's attorney fees and costs to defend against the claim.

D. The Board will deduct twice each month and remit tax-deferred 403(b)/457(b) employee contributions to a single Board approved 403(b)/457(b) vendor or third-party administrator within one (1) week after the deduction, subject to the following conditions:

1. The Board-approved 403(b)/457(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium, which currently is TSA Consulting Group.
3. A 403(b)/457(b) vendor's failure to promptly credit an employee contribution transmitted according to this Article, shall be pursued by the employee directly with the 403(b)/457(b) vendor and/or the third-party administrator.

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4. The Board shall be held harmless from any violation of the Tax Code relating to tax-deferred annuity limitations.

**Article 8-9**  
**Seniority**

**Section 1. Probation.** A newly-hired regular employee shall be on probationary status for sixty (60) workdays, starting from the first day of employment. If at any time before completion of the probationary period the employee's work performance is determined by the Employer to be unsatisfactory, the employee may be dismissed during the probationary period without appeal by the Union. An employee who is absent during the probationary period must work additional days equal to the number of days absent to complete the probationary period. Upon satisfactory completion of the probationary period, the employee's seniority date is retroactive to the first day of employment.

**Section 2. Definition.** "Seniority" is defined as the amount of service accumulated within the District as a unit employee. Seniority is measured from the employee's most recent hire date in a unit position.

1. An employee regularly scheduled to work less than twenty (20) hours per week will be credited with a one-half (1/2) year of seniority. An employee regularly scheduled to work twenty (20) or more hours per week will be credited with a full year of seniority. There will be no pro-rating for a partial year of service for unit employees hired during the fiscal year (July 1 – June 30). Unit employees hired after the commencement of a fiscal year (July 1) shall receive pro-rated seniority, on a quarterly basis, during their first year of employment. Service within the quarter will not be pro-rated.
2. Whenever two (2) or more unit employees have equal seniority, they will be ranked using the following criteria in the order stated:
  - A. The employee with the earliest hire date will be ranked first.
  - B. If the employees have the same hire date and one is a 12-month employee, one is an 11-month employee, and one is a 10-month employee, the 12-month employee shall be ranked first, the 11-month employee shall be ranked second, and the 10-month employee shall be ranked third.

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C. If the employees have the same work year (e.g., both are 12 months) the employee with the lowest number in the last four digits of the employee's social security number shall be ranked first.

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3. A seniority list shall be made available to all unit employees by September 30 of each fiscal year. This list shall include the employee's location, assignment, seniority, and hire date into the unit. The seniority list shall contain a statement, signed by the Board and the Union, that if no objection is received within thirty (30) days, the list distributed shall be regarded as conclusive.

4. A unit employee shall retain accumulated seniority for up to two (2) years but shall not accrue seniority while on unpaid leave of absence.

**Section 3. Loss of Seniority.** An employee will lose seniority rights and shall be deemed terminated if the employee:

1. Quits.
2. Is discharged in accordance with Article 10 and the discharge is not reversed through the grievance procedure.
3. Does not return to work when recalled after a layoff.
4. Is laid off for two (2) consecutive years without being recalled.
5. Is absent for three (3) consecutive workdays without notifying the immediate supervisor.
6. Fails to return to work within three (3) consecutive workdays from the expiration date of a leave of absence, vacation, or disciplinary suspension without notifying the immediate supervisor.
7. Retires.

Unit seniority accumulated as of the date an employee transfers to a non-unit position in the District shall be retained for up to two (2) years. The employee has the right to exercise this seniority and bid on a vacant unit position if the employee possesses the qualifications for that vacant position.

**Article 9**  
**Transfer and Promotion Procedures**

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**Section 1.** When the Board determines to fill a vacancy or create a new position, a copy of the job posting will be emailed to the Chapter Chair. No vacancy will be filled on a permanent basis until five (5) workdays after the vacancy notice has been posted.

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The job posting shall include the following information: position title, start date, pay rate, hours to be worked, and qualifications.

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A vacancy shall not exist when the work year or work week of a unit position is increased by 20% or less. Example: If the established work week of a unit position is 35 hours, 7 or fewer added hours does not cause the position to be regarded as vacant under this Article.

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Notice of appointment or non-appointment will be given to unit employees who have applied for the vacancy or newly-created position within ten (10) workdays after the position is filled.

**Section 2.** The Board has the right to hire the most qualified applicant as determined in the Board's sole discretion, for all vacancies and new unit positions regardless of seniority. Upon application, a unit employee who is qualified and has received at least a satisfactory evaluation in his/her most recent evaluation shall be interviewed and considered for the vacancy or new position.

**Section 3.** The employee who is promoted or transferred shall receive a three (3) week (15 workdays when students are in the building) trial period [which includes ten (10) workdays when the unit employee's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine:

1. The ability to perform on the job.
2. The desire to remain on the job.

The trial period shall be extended for ten (10) additional workdays upon mutual written agreement by the Employer and the Union.

During this trial period, the employee shall have the opportunity to revert to the employee's former position.

If the Employer determines the employee's job performance in the new position to be unsatisfactory, notice of that finding and the reason(s) shall be given to the employee before the employee is returned to their former position, with the employee having the right to grieve the Employer's decision of the Employer, through Step Three of the Grievance Procedure.

During the trial period, the Employer has the right to use a substitute employee in the position to which the transferred unit employee was previously assigned.

**Section 4.** An employee who is temporarily transferred to another assignment within the unit shall be paid at the employee's present pay rate for the duration of the temporary assignment. The temporary transfer shall not exceed 180 school days.

**Section 5.** If the transferred employee returns to the former position, the position need not be re-posted as a vacancy if another unit applicant from the original posted vacancy is offered the

position under the standards in section 2 of this Article. If there are no other unit applicants for the original posting or if those applicants do not meet the selection standards in section 2 of this Article, the position will be re-posted.

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## Article 10 Discharge, Demotion, and Discipline

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**Section 1. Standard.** No non-probationary employee shall be disciplined for reasons that are not arbitrary or capricious.

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**Section 2. Notice.** Upon a unit employee's discharge, suspension, or demotion, the Board will provide written notice of the action taken to the employee and the Union.

## Article 11 Layoff and Recall

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**Section 1. General.** Employees shall be laid off and/or recalled according to qualifications and seniority. The decision to implement a layoff or recall is within the Board's sole discretion. An employee whose position is eliminated or reduced (by two or more hours per day) has the right to displace any unit position held by an employee with less seniority.

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**Section 2. Displacement.** Displacement of a unit employee with less seniority only applies if the senior employee is qualified to hold the position, as determined by the Employer, and the employee has more seniority than the employee being displaced. This determination is not subject to the grievance procedure.

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1. This provision may result in an increase or decrease in an employee's hours and/or work year.
2. All displacement and bumping under this provision will be accomplished at a single meeting.
3. If the unit employee whose position has been eliminated chooses not to displace a less senior employee, the displaced unit employee will be placed on layoff with recall rights as specified in this Agreement.

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**Section 3. Notice.** If the Board determines to eliminate a position or to reduce the hours of a position by two (2) or more hours per day, the unit employee then assigned to that position shall receive a minimum of fourteen (14) calendar days written notice, with a copy of the notice furnished to the Union. The Union may request that a meeting be scheduled with a Board representative to receive an explanation of the reason(s) for the lay-off or reduction of hours and how the work associated with the eliminated or reduced assignment will be performed.

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**Section 4. Recall.** Notice of recall shall be sent by e-mail and first-class mail to the employee's last known e-mail and residential address which the Board has in its personnel records. If the employee does not notify the Board of recall acceptance within five (5) calendar days from the notice's mailing date or if the employee does not report to work within ten (10) calendar days from the notice's mailing date (unless otherwise excused by the Board), the employee shall be considered a quit.

**Article 12**  
**Leave of Absence**

**Section 1. Leave for Extended Illness/Disability.** An employee who, due to illness or disability which is non-compensable under the Worker's Disability Compensation Act, is unable to report for work and has exhausted all means of allowable compensation, shall receive a leave of absence for up to one (1) year, provided the employee promptly notifies the Board of the leave's necessity and submits a statement from their health care provider of the leave's necessity and projected absence time. Upon return from leave, the employee shall be assigned to the same position or a position of like nature.

**Section 2. Childcare Leave.** Childcare leave may be granted (when leave is not required to be granted under the Family and Medical Leave Act) to an employee for the primary care of a child during infancy (up to 12 months from birth). This leave request must be made in writing at least thirty (30) calendar days in advance as foreseeable. The request shall state the expected leave start/end dates. A unit employee adopting a child may be granted leave (when leave is not required to be granted under the Family and Medical Leave Act) under the same terms as childcare leave which shall begin upon the Probate Court's entry of an order awarding custody to the adopting parent.

**Section 3. Uniformed Services Leave.** The reinstatement rights of any employee who enters the uniformed service of the United States will be determined in accordance with the Uniformed Services Employment and Reemployment Rights Act.

**Section 5. Reserve Training.** A leave of absence will be granted to an employee who is active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling annual field training obligations, or if the employee is ordered to active duty. The employee must submit a written request for this leave immediately upon receipt of orders to report for duty. The Board will pay the difference between the employee's military pay and regular pay if military pay is less, for a period not to exceed fourteen (14) days in any fiscal year (July 1 - June 30).

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**Section 6. Union Leave.** Any unit employee who is elected or appointed to a full-time position or office in the Union and whose duties require the employee's absence from work shall be granted a leave of absence for up to two (2) years. The Union leave may be extended beyond two (2) years, upon the employee's request and at the Board's sole discretion. No more than one (1) Union member shall be on Union leave at any one time.

**Section 7. General Leave Provisions.**

1. All leave requests shall be in writing, stating the reason for the request and the approximate length of the leave. If leave is granted under this Article, the Board shall notify the Union of the unit employee's identity but shall not be required to disclose confidential information pertaining to the leave (e.g., medical information) to the Union without the employee's consent.
2. An employee who meets all requirements specified in this Article shall be granted a leave of absence (except for childcare leave or other discretionary leave) without pay and benefits. Other leaves of absence may be granted at the Board's sole discretion for reasons other than those listed above if deemed beneficial to the employee and the Board. The Superintendent may grant a leave of sixty (60) days or less.

~~3.~~ 3. Return from any leave of absence not covered by law shall be in accordance with the following:

- A. An employee who is on leave for six (6) months or less is entitled to resume regular seniority status and all job and recall rights upon return from leave.
- B. An employee who is on a leave of more than six (6) months to a maximum of two (2) years must inform the Board, in writing, sixty (60) calendar days before the return date and will receive the opportunity to return to the first open position for which the employee is qualified and possesses seniority.
  - i. A position is considered "open" after it has been posted per Article 9.
  - ii. An employee who has informed the Board of the intent to return from leave has the right to bid on open position(s) posted under Article 9.

~~4.~~ 4. The Employer has the right to receive medical certification from the employee's health care provider about the necessity for any personal illness/disability leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include the information that may permissibly be requested under Form WH 380-E (or its successor) as developed by the United States Department of Labor to implement the Family and Medical Leave Act.

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The Employer has the right to require a second medical opinion (at Employer expense). If that opinion differs from that of the employee’s health care provider, the employee and Employer (in consultation with the Union, if requested by the employee) shall mutually designate a third health care provider whose opinion about leave eligibility or fitness to return to work is considered final and binding on the Employer, the employee, and the Union. The cost of this examination shall be paid by the Employer.

The Employer has the right to require medical certification of the employee’s fitness to return to duty at the expiration of the leave period, including the securing of a second medical opinion (at Employer expense).

**Article 13**  
**Grievance Procedure**

**Section 1. Definitions.**

1. A “grievance” is defined as an alleged violation of the express terms of this Agreement.
2. The term “workdays” for grievance processing is defined as Monday through Friday, excluding all paid holidays and winter and spring vacation intervals.

**Section 2. Procedures.**

1. The time elements for these Steps will be strictly observed, but may be shortened, waived, or extended upon the parties’ written mutual agreement.

~~2.~~ Any grievance not appealed within the time limits in that Step level of the grievance procedure will be considered settled based on the decision rendered at the previous Step.  
~~▲~~ If an answer to a grievance is not given within the time limit of that Step level, the appealing party may automatically appeal the grievance to the next Step.

~~3-2.~~ Any grievance not presented for disposition through the grievance procedure within seven (7) workdays of the occurrence giving rise to the grievance or within seven (7) workdays of the date it is reasonable to assume that the employee or the Union first became aware of the condition giving rise to the grievance shall not be considered as a grievance. If an objection to the grievance’s timeliness, is made, the Employer’s processing of the grievance does not waive the timeliness objection.

~~4-3.~~ A written grievance shall:

- A. Be signed by the grievant(s) and the Union representative;

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- B. Be specific;
- C. Contain a synopsis of the facts giving rise to the alleged violation;
- D. Cite the Agreement's section or subsections alleged to have been violated;
- E. Contain the date of the alleged violation; and
- F. Specify the relief requested.

Any written grievance not in compliance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.

5-4. The following matters shall not be the basis of any grievance filed under this Article:

- A. The termination of services or failure to re-employ a probationary employee.
- B. Any claim for which there is another remedial procedure or forum established by law or regulation.
- C. An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions). Instead, the alleged violation may be processed through the appropriate agency or judicial enforcement of the law(s) in question.
- D. Any matter which is exclusively reserved to management under Article 3.

6-5. The purpose of this procedure is to secure, at the earliest possible level, an equitable solution to a grievance. These proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

7-6. This grievance procedure does not limit the right of an employee having a grievance to discuss the matter informally with an appropriate administrator.

**Step One – Immediate Supervisor (Oral)**

1. An employee shall discuss the grievance with their immediate supervisor within the time limits set forth in Section 2(3) above. If the grievance is not settled orally, the employee may request a meeting with the Union to discuss the grievance.
2. The Union may submit the written grievance to the immediate supervisor stating the remedy requested, the facts upon which the grievance is based, and the specific provision(s) of the Agreement allegedly violated. The employee and the Union shall sign the grievance and submit it to the immediate supervisor within the time limits set forth in section 2(3), above.

**Step Two - Immediate Supervisor (Written)**

1. The Union and affected unit employee(s) shall meet with the immediate supervisor to discuss the grievance within seven (7) workdays of its written submission to the immediate supervisor.
2. The immediate supervisor shall issue a written decision within seven (7) workdays of the meeting with the Union.

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#### **Step Three – Superintendent or Designee**

1. If the grievance is not resolved in Step two, it must be submitted to the Superintendent or designee within seven (7) workdays from date of receipt of the immediate supervisor’s decision, and the Superintendent or designee shall meet with a Union Business Representative at a time mutually agreeable to them.
2. The Superintendent or designee shall provide a written answer within ten (10) workdays of the meeting date with the Union’s Business Representative.

#### **Step Four - Arbitration**

1. Written notice of an intent to arbitrate must be submitted to the Superintendent within fifteen (15) workdays from the end of Step 3.
2. Within thirty (30) workdays of submitting the written notice an intent to arbitrate, a demand for arbitration must be filed with the American Arbitration Association (AAA), whose rules govern the arbitrator selection process and all arbitration procedures.
3. The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
4. Each party is responsible for the expenses of the witnesses that they may call.
5. The Arbitrator has no authority to:
  - A. subtract from, add to, or otherwise modify any of the terms of this Agreement;
  - B. issue a decision on the merits of a prohibited or illegal bargaining subject;
  - C. decide matters removed from the grievance process or scope of arbitration under this Agreement;
  - D. substitute the Arbitrator’s discretion for that of the parties;
  - E. order retroactive back-pay beyond the grievance date and shall deduct from such back- pay an amount equal to any compensation the grievant may have received from other sources during the applicable time.

6. The parties are not permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
7. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
8. The AAA fees shall be paid equally by the parties. The Arbitrator's fees and expenses shall be paid by the non-prevailing party. The Union shall be considered the non-prevailing party if it does not receive all the requested relief. If the arbitrator's decision is split between the parties, the arbitrator shall apportion the parties' fees and expenses.
9. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
10. The Arbitrator's decision is final, conclusive, and binding on all unit employees, the Board, and the Union.
11. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

**Article 14**  
**Hours and Work Week**

**Section 1. Normal Workday.** The normal workday shall consist of eight (8) consecutive hours per day, excluding a duty-free, uninterrupted lunch period of not less than one (1) hour, unless mutually agreed between the Employer and the employee. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

If the Board requires an employee to work more than his/her established work weeks or workdays per year, that employee shall be notified by the Board, in writing, at least fifteen (15) workdays before the effective date of the additional work, unless the change by shorter notice is by mutual agreement.

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The normal workday is scheduled between 6 a.m. and 7 p.m. The Board has the right to reduce the hours of unit positions in accordance with the provisions of Article 8 (Seniority).

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**Section 2. Overtime.** Time and one-half (1/2) will be paid for all time worked over forty (40) hours in one (1) week. All overtime must be authorized in advance by the employee's direct supervisor.

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1. All hours worked on Saturday or Sunday will be for a three (3) hour minimum.
2. As an alternative to monetary overtime payment, an employee and immediate supervisor may agree that compensatory time will be earned instead of overtime. Each is computed at 1.5 hours (time and a half) for each hour worked over forty (40) per week. Compensatory time is subject to a maximum accrual of forty-five (45) compensatory hours in a fiscal year, which is thirty (30) hours worked. Compensatory time will be scheduled cooperatively between the employee and immediate supervisor. The time sheet's notes section will record compensatory time earned, compensatory time used, and current balance.
3. An employee is not required to take time off from the employee's regular schedule or have their hours reduced because of having to report to work before their shift or because the employee worked over eight (8) hours in a workday. An employee and his/her immediate supervisor may agree to a flexible work schedule within the regular work week that better meets the needs of the Employer and the employee.
4. If the Employer determines to allocate overtime projects involving ten (10) or more work hours to its employees (as opposed to using an outside contractor), the project will first be offered to unit employees when the work involves functions normally performed by unit personnel. The person assigned to the position with the overtime opportunity has the first right to bid on the overtime project. If that person declines the overtime (or is unavailable) the next most senior unit employee in the same building who is qualified to perform the overtime work will be offered that opportunity. If the work remains unallocated after the above steps, it will be offered to the most senior qualified unit employee who has indicated interest in overtime opportunities by placing his/her name on the District-wide overtime list. Overtime will be rotated in inverse seniority order. The Union will maintain an equalization list and provide the Employer with an updated list.

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### **Section 3. Summer Hours Worked**

Employees assigned to work as an Administrative Assistant during the Summer School Program shall be compensated at the rate of \$30 per hour or their current hourly rate, whichever is greater. This hourly rate applies exclusively to hours worked in connection with Summer School duties and is separate from the employee's regular contractual salary or hourly wage during the standard academic year.

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**Section 34. Call Back.** When an employee has left the Employer's premises and must return to work after completion of the employee's regularly scheduled work hours, the employee shall receive pay for the actual hours worked at the appropriate pay rate or a minimum of two (2) hours pay at the employee's straight hourly rate, whichever is greater.

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**Section 5. Relief Time.** Employees shall receive a fifteen (15) minute relief time during each four (4) hours of work. This time, if not used, does not accumulate for later use and cannot be used for any other purpose. The Employer may provide a person to relieve the employee for these 15-minute breaks.

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**Section 6. Timekeeping Responsibilities**

All employees shall be responsible for accurately recording their work time using the timekeeping system designated by the District. Employees are expected to use the system in accordance with District procedures and guidelines to ensure the accuracy of payroll and attendance records.

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**Article 15**  
**Paid Leave**

Section 1. Sick Leave.

- ~~1. Each unit employee will accumulate one (1) sick leave day per month in an individual single sick leave bank, with a maximum accumulation of one hundred and fifty (150) days. A leave of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons or any other approved reasons:
  - ~~A. When the employee is incapacitated from performing the employee's duties due to sickness, pregnancy, injury or for medical, dental, or optical examination or treatment.~~
  - ~~B. A maximum of ten (10) workdays per work year for an illness in the immediate family, which includes the employee's spouse, child, parent, sibling, and corresponding in law, grandparent, grandchild, or member(s) of the employee's household.~~~~
- ~~2. An employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday. If an illness or disability extends beyond the first absence day, the employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.~~
- ~~3. An employee who permanently separates from employment with the District for retirement purposes, in accordance with the Michigan Public School Employees Retirement Act, shall receive a lump sum payment for the employee's unused sick leave days at the rate of \$65 per day. The maximum amount payable shall not exceed \$8,500. This payment will be made in the fiscal year immediately after the employee's effective retirement date. The retiring employee may elect to receive this payment in either July or January. An employee receiving pay for unused sick leave under section 1(5) of this Article is not eligible for this benefit.

Unused sick leave payout does not apply to an employee who is discharged, and the discharge is not reversed through the grievance procedure.~~
- ~~4. An employee who has exhausted sick leave credit and is still not able to return to work may be paid for any unused vacation days.~~

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~~5. An employee who has attained the maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to the limit in section 1(1) of this Article. This payment will be made in July annually, based on sick leave accumulation and use as of the immediately preceding June 30.~~

**SECTION 1. EARNED SICK TIME**

~~1. Ten (10) month Employee will receive 10 days (80 hours) of earned sick time per school year, if work a full school year.~~

~~2. Eleven (11) month Employee will receive 11 days (88 hours) of earned sick time per school year, if work a full school year.~~

~~3. Twelve (12) month Employee will receive 12 days (96 hours) of earned sick time per school year, if work a full school year.~~

~~4. Employee may access and use Earned Sick Time before it is earned through actual hours worked. There is a maximum accumulation of one hundred fifty (150) days.~~

~~5. If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the Employee.~~

~~6. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the employees' Earned Sick Time leave bank.~~

~~7. An employee that ends employment, prior to the end of the school year, will have to repay district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Employee's final paycheck, to the extent permitted by law.~~

~~8. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the employee must use time off in ½ day (4 hours) increments. During the benefit year, the employee may use all available EST in their leave bank.~~

~~9. Employee is limited to a maximum accumulation of one hundred and fifty (150) days.~~

~~10. Employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. Employee may use earned sick time for the following reasons:~~

~~a. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;~~

~~b. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;~~

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- c. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- e. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

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- 11. An employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.
- 12. If employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin.
- 13. For leave of more than five (5) consecutive days, upon District request, the eligible employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
- 14. An employee who has exhausted sick leave credit and still not able to return to work may be paid for any unused vacation days.
- 15. An employee who has attained the maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to the limit in section 1(1) of this Article. This payment will be made in July annually, based on sick leave accumulation and use as of the immediately preceding June 30.

**Section 2. Funeral Leave.**

- 1. An employee shall be granted up to five (5) workdays off with pay for a death in the employee's immediate family, which is defined as the employee's spouse, child, parent, sibling, and corresponding in-law, grandparent, grandchild, or member(s) of the employee's household.
- 2. Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

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**Section 3. Personal Business Days.**

1. Each unit employee shall earn three (3) personal business days per fiscal year to attend to personal business, which, by its nature, cannot be scheduled outside the regular workday. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session, nor shall personal business days be granted for the purpose of pursuing other employment or for any other leave provision in this Agreement.
2. Personal business days may not be used for less than one-half (1/2) day increments. If the employee does not use the allocated personal business days, those days shall be credited to the employee's sick leave bank the following year. An employee seeking to use personal business days must submit a written application to the employee's immediate supervisor before use and with as much advance notice as possible.

**Section 4. Personal Business Day Lottery (Only applies to 10 month and 11 month unit employees)**

Personal business days may not be used to extend holiday breaks or vacation periods, except under the following conditions:

**1. Use in Conjunction with Breaks:**

Excluding the first and last day of school, employees may use one personal business day per fiscal year adjacent to a scheduled break, following the established approval process. The number of approved personal business days for this purpose will be limited per eligible scheduled break day to:

- One (1) member at the high school
- One (1) member at the middle school
- One (1) member at the elementary level

**2. Application Timeline:**

The first application window for using a personal business day to extend a break closes on **September 30** of the school year. Applications cannot be submitted before the start of school and will only be considered for that current school year.

**3. Lottery Process:**

If the number of applications exceeds the available slots, a lottery will be conducted by the Superintendent or their designee, with a representative from the Association present.

**4. Second Application Opportunity:**

If openings remain after the first round, a second and final application window will close on **January 15**. If necessary, a second lottery will be held to allocate any remaining slots.

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~~Section 4. Jury Duty. An employee who serves on jury duty will be paid the difference between the employee's pay for that duty and the employee's regular pay provided proof of service and pay is submitted. A leave of absence with full pay shall be granted for court appearance when subpoenaed as a witness in any case connected with the employee's employment in the school.~~

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**Section 5. Jury Service and Subpoena**

1. Absence for jury service or subpoena will not be charged against the employee's leave allowance and shall be granted if criteria below is met:

- a. When an employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the employee's regular rate of pay.
- b. On days in which the employee is required to report for jury service, the employee is not required to report to work.
- c. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
- d. Court appearance as a witness in a case related to employment or the school, or whenever employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.

2. Absence will be charged against employee's sick bank, if case is initiated by the employee or the Association against the Board or District (unless the employee is subpoenaed by the Board).

**Section 6. Retirement**

An employee who permanently separates from employment with the District for retirement purposes, in accordance with the Michigan Public School Employees Retirement Act, shall receive a lump-sum payment for the employee's unused sick leave days at the rate of \$65 per day. The maximum amount payable shall not exceed \$8,500. This payment will be made in the fiscal year immediately after the employee's effective retirement date. The retiring employee may elect to receive this payment in either July or January. An employee receiving pay for unused sick leave under section 1(5) of this Article is not eligible for this benefit.

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Unused sick leave payout does not apply to an employee who is discharged, and the discharge is not reversed through the grievance procedure.

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**Article 16  
Holidays**

The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:



| <u>Years of Service</u> | <u>Vacation Days Earned Per Month</u> |
|-------------------------|---------------------------------------|
| <u>1-5 years</u>        | <u>10 days per year (80 hours)</u>    |
| <u>6-10 years</u>       | <u>15 days per year (120 hours)</u>   |
| <u>11-24 years</u>      | <u>20 days per year(160 hours)</u>    |
| <u>25 years or more</u> | <u>25 days per year (200 hours)</u>   |

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~~12-month employees (hired on or before July 1, 1994) who are reassigned or reduced to 11-month positions will receive pro-rated vacation allotment (88%) of that accrued by a 12-month secretary. 12-month employees (hired after July 1, 1994) who are reassigned or reduced to 11-month positions will accrue vacation under section 2 of this Article.~~

**Section 2. Less Than 12-Month Employees.** Employees working less than 12 months are entitled to a paid vacation on the following schedule:

| <u>Years of Service</u> | <u>Vacation Days Earned</u> |
|-------------------------|-----------------------------|
| <u>1-10 years</u>       | <u>5 workdays</u>           |
| <u>11 years or more</u> | <u>7 workdays</u>           |

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~~Unit employees hired after July 1, 1994 who work less than twelve (12) months per year are not eligible for paid vacation days under this section.~~

**Section 3. Procedures.**

1. Vacation allowances shall be front loaded July 1st of each year. Per diem pay shall be payroll deducted for an employee who uses vacation days not earned before employment separation with the District.
2. Vacation allowance shall be pro-rated during the first year of employment to the nearest one-half (1/2) day (based on 5/6 of a day per month of service to June 30).

~~3. Not more than fifteen (15) vacation days for 12-month employees may be carried over from one fiscal year to the next. If carried over vacation days are not used, they will be paid by July 31 immediately after the fiscal year in which they accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.~~

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~~3. Maximum allowable vacation days to be carried over shall not exceed fifteen (15) days. The unit employee shall be allowed up to five (5) vacation days paid out annually by June 30. All other vacation days not cashed out at the end of each Contract year shall be transferred to the unit employee's earned sick leave bank. This applies only to 12-month unit employees.~~

~~4. Less than 12-month employees will normally use vacation time at the end of their work year but may~~

~~use vacation time during their work year with their immediate supervisor's approval. If vacation days are not used by the end of the employee's work year, the employee may request that the vacation days be paid at the end of July following the work year in which they originally accrued, provided that this request is made to the Business Office not later than May 15. Alternatively, the employee may request that the unused vacation days be carried over to the next fiscal year (i.e., July 1), to a maximum carryover of one (1) year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately after the fiscal year in which they accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.~~

~~5-4.~~ Vacation shall be scheduled at a time which does not interfere with normal District operations. As possible within this limitation, vacation shall be scheduled at a time satisfactory to the employee.

~~6.~~ Vacation shall be scheduled for a period of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the employee's immediate supervisor and the appropriate director.

~~5.~~ Vacation shall be scheduled for a period of time not to exceed the number of days employee has available and not more than one (1) week. The request must be approved by the employee's principal and/or immediate supervisor.

~~7-6.~~ Employees terminating employment or commencing a leave of absence under Article 12 shall receive a pro-rated vacation allowance based on the amount of vacation time earned according to the above schedule.

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#### Article 18

#### ~~Insurance Protection~~ EMPLOYEE EARNED BENEFITS

~~Section 1.~~ The Employer will make premium contributions, as specified in this Article, on behalf of each unit employee (and the employee's eligible dependents) who works thirty (30) hours or more per week for the following insurance programs:

~~1.~~ Employer premium and health savings account contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

~~2.~~ Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.

~~3.~~ All premium or premium equivalent amounts for which the employee is responsible will be payroll deducted.

~~Section 2. Health/Medical Insurance and Cash In Lieu.~~ Health/medical plan coverage shall be MESSA Choices II (PAK) with in-network deductible of \$500/\$1,000, \$20 office visit copay, \$25 urgent care copay, \$50 emergency copay, and Saver Rx drug copay, or an equivalent policy. Unit employees shall have the option to enroll in MESSA ABC Plan 1. The Board shall contribute the following annual amounts to an employee's health savings account: \$1,000 for single subscribers and \$2,000 for two-person or family subscribers.

An employee enrolled in health/medical insurance is required, as a condition of enrollment, to pay twenty percent (20%) of the medical benefit plan costs for their enrollment category. This payment is in addition to pro-rated premium amounts that are the responsibility of part-time employees. Unit employees that elect MESSA Choices II, rather than MESSA ABC Plan 1, shall additionally pay one hundred percent (100%) of the difference in medical benefit plan costs (including any Board-paid HSA contribution) between MESSA Choices II and MESSA ABC Plan 1.

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~~The full twelve (12) months' coverage depends on the employee's completion of the contract for the total school year.~~

- ~~1. Unit employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall, instead elect, the cash option specified in Paragraph A(2) of this Article.~~
- ~~2. Eligible employees (those working 30 or more hours per week) who elect not to participate in the offered health insurance program shall instead receive \$243 each month in cash under a valid IRS Section 125 Plan established by the Employer.~~
- ~~3. Unit employees hired after June 30, 2025, are only eligible to have the Employer's portion of single subscriber health/medical benefit plan costs contributed on their behalf. Those persons, however, may elect additional health/medical coverage, at their expense, provided that the insurance carrier permits additional enrollment.~~
- ~~4. There is no probationary period for eligibility of Insurance Protection (Article 18).~~

~~**Section 3. Dental Insurance.** The Employer shall provide Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.~~

~~**Section 4. Life Insurance.** The Employer shall provide group life insurance protection in the amount of \$50,000.~~

~~**Section 5. Vision Insurance.** The Employer shall provide MESSA VSP 3 vision insurance, or an equivalent policy.~~

~~**Section 6. Long Term Disability Insurance.** The Employer shall provide an insured income continuation plan for disability that extends beyond the employee's accumulated sick leave. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.~~

~~Employees who have exhausted their accumulated sick leave but are not eligible for long term disability benefits because they have not satisfied the 90 day wait period are eligible for continuation of 60% of their base wages after an unpaid ten (10) workday wait period. The Employer-funded wage continuation amount shall be reduced by the amount of Social Security, Workers' Compensation, or any other Employer-sponsored benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of workdays in the balance of the 90 calendar day qualifying interval for long term disability benefits.~~

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~~The employee will continue to receive health insurance while on long term disability for up to a maximum of twenty four (24) months.~~

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~~**Section 7. Tax-Deferred Annuities.** The Employer will deduct twice each month tax deferred 403(b) employee contributions and remit those contributions to a single Employer approved 403(b) vendor or third party administrator within one (1) week after the deduction, subject to the following conditions:~~

- ~~1. The Employer approved 403(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Employer.~~
- ~~2. The third party administrator shall be determined by the Michigan Retirement Investment Consortium.~~
- ~~3. Any failure by the 403(b) vendor to promptly credit employee contributions transmitted pursuant to this Article shall be addressed to the employee directly with the 403(b) vendor and/or the third party administrator.~~

~~The Union will continue to participate in District level review of insurance program coverages and cost structure during the term of this Agreement.~~

**Section 1. Contributions.**

~~The Employer will make premium contributions, as specified in this Article, on behalf of each unit employee (and the employee's eligible dependents) who works thirty (30) hours or more per week.~~

~~Employer premium and health savings account contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.~~

~~All premium or premium-equivalent amounts for which the employee is responsible will be payroll-deducted.~~

**Section 2. Eligibility.**

~~Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.~~

~~Unit employees hired after June 30, 2027, are only eligible to have the Employer's portion of single subscriber health/medical benefit plan costs contributed on their behalf. Those persons, however, may elect additional health/medical coverage, at their expense, provided that the insurance carrier permits additional enrollment.~~

**Section 3. HEALTH INSURANCE.**

~~Employees shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the employee and the employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).~~

~~Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.~~

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The full twelve (12) months' coverage depends on the employee's completion of the contract for the total school year.

The three (3) health insurance plans offered by the board for the term of the contract are as follows:

- MESSA ABC 1 with the 5-tiered prescription plan.
- MESSA ABC 1 with the 3-tiered prescription plan.
- MESSA Choices plan with the 3-tiered prescription plan

**Health Savings Account (HSA)** - For employees who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the employee (self-only or family coverage). The Employer's contribution shall be deposited into the employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

If there are legislative changes that cause an inequity in the Board contributions for healthcare between teachers selecting different plan options, parties agree to renegotiate the contributions noted in the above paragraphs.

**Cash-In-Lieu** - Unit employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect cash-in-lieu.

Eligible employees (those working 30 or more hours per week) who elect not to participate in the offered health insurance program shall instead receive \$243 each month in cash under a valid IRS Section 125 Plan established by the Employer.

To comply with the Affordable Care Act (ACA), employees must sign the district's Waiver of Medical Coverage form and provide proof of coverage from another qualified plan.

Insurance listed in this article shall have be available to the employee upon their hire date.

**Section 3. Dental Insurance.** The Employer shall provide Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.

**Section 4. Life Insurance.** The Employer shall provide, without cost to the employee, group life insurance protection and accidental death and dismemberment (AD&D) in the amount of \$50,000.

**Section 5. Vision Insurance.** The Employer shall provide MESSA VSP-3 vision insurance or an equivalent policy.

**Section 6. Short-Term and Long-Term Disability Insurance.** The Employer shall provide an insured income continuation plan for disability that extends beyond the employee's accumulated sick leave. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Employees who have exhausted their accumulated sick leave but are not eligible for long-term disability benefits because they have not satisfied the 90-day wait period are eligible for continuation of 60% of their base wages after an unpaid ten (10) workday wait period. The Employer-funded wage continuation amount shall be reduced by the amount of Social Security, Workers' Compensation, or any other Employer-sponsored

benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of workdays in the balance of the 90-calendar day qualifying interval for long-term disability benefits.

The employee will continue to receive health insurance while on long-term disability for up to a maximum of twenty-four (24) months.

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**Article 19**  
**General**

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**Section 1. Parking.** Adequate parking facilities within reasonable proximity of the assigned building will be provided.

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**Section 2. Resignation.** An employee desiring to resign shall submit a written resignation notice to the Human Resources Office at least ten (10) workdays before the resignation's effective date. An employee who fails to follow this resignation procedure forfeits their right to termination pay under Article 15 and any earned vacation time.

**Section 3. Emergency School Closing.** Unit employees are not required to report for work on scheduled student instruction days when classes are canceled due to conditions beyond the Board's control e.g., inclement weather, fire, mechanical breakdown, public health conditions (as defined by City, County, or State health authorities) and will receive their regular wages for those day(s), based on their regularly scheduled hours. If the Board reschedules lost instruction day(s) to comply with the Revised School Code and the State School Aid Act for receipt of full state school aid, employees who were paid for the previously canceled day(s) and who are not otherwise scheduled to work on the rescheduled instruction day(s) may be required to work on the rescheduled day(s) with no compensation beyond what was previously paid to them for the canceled day(s) on which they were not required to work.

**Section 4. Continuing Education Reimbursement.** The District allocates four thousand dollars (\$4,000) per contract year for reimbursement of continuing education expenses for the entire bargaining unit. Individual unit members are eligible for registration fees, tuition, books, lab fees, and other expenses upon successful completion of the continuing education course with a minimum of a 2.5 (C+) for graded courses or a Course Completion Form signed by the instructor for non-graded courses. The employee must submit to the Human Resources Office a completed Continuing Education Reimbursement Form, along with the transcript and signed Course Completion Form to be eligible for reimbursement. An individual unit employee will not receive reimbursement for more than two thousand dollars (\$2,000) per contract year unless otherwise approved by the Superintendent or designee.

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**Section 5. Evaluation.** The Union recognizes the Board's right and need to evaluate employee performance. Each employee's immediate supervisor shall perform an evaluation at least once every two (2) years; however, other administrative personnel may be called upon to assist in the evaluation process if requested by either the employee or the immediate supervisor.

Evaluation shall be primarily directed to the improvement of employee performance and to assist the employee in addressing any area of concern.

An employee performance evaluation shall be reduced to writing before placement in the employee's personnel file and will adhere to the Board of Education/Secretarial Union Evaluation Form. Performance evaluation criteria include but are not limited to the employee's:

1. Adaptability
2. Initiative
3. Job knowledge
4. Organization
5. Ability to perform essential job functions
6. Personal relations / cooperation
7. Punctuality and attendance
8. Quality of work
9. Responsibility

**Article 20**

**Compensation**

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The salaries for unit employees are set forth in Schedule A. The salary schedule shall remain in effect during the term of this Agreement.

A new hire may be granted credit on the salary schedule for similar experience for up to six (6) steps. Any new hire step credit outside these parameters requires agreement from the Union.

An employee working less than 12 months shall be paid on the bi-weekly payroll during their scheduled work year unless the employee submits a signed consent form to the Payroll Department electing to be paid on the bi-weekly payroll over a twelve (12) month period.

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To be eligible for reimbursement, employee receipts for out-of-pocket expenses must be submitted to the Business Office as soon as possible but no later than June 30 of the transaction's fiscal year.

**Article 21**  
**Part-Time Employees**

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If an employee works less than the established full-time hours in the employee's assignment, the employee is entitled to a pro-rated portion (based on hours worked compared to full-time hours) of the sick leave, vacation, holiday, personal business day, funeral leave, and terminal leave benefits provided under this Agreement. For purposes of this provision, "full-time hours" are those set forth in Article 14.

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Eligibility of part-time employees to participate in insurance programs is addressed in Article 18.

**Article 22**  
**Scope, Waiver, And Alteration Of Agreement**

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This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit and negotiate their proposals with the other party. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.

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A written waiver of any breach or condition of this Agreement by either party does not constitute a precedent for future enforcement of the Agreement's terms and conditions.

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If any provision of the Agreement is held invalid by operation of law, or if compliance with or enforcement of any article or section is restrained by such law, the remainder of this Agreement shall not be affected. The parties shall enter immediate collective bargaining negotiations for the purpose of achieving a mutually satisfactory resolution for the affected article or section.

This Agreement supersedes any rules, policies, regulations, or practices of the Board which are contrary to or inconsistent with the Agreement's express terms.

**Article 23**  
**Termination and Modification**

This Agreement shall continue in full force and effect until June 30, 2025.

**Section 1. Notice of Termination or Modification.** If either party desires to terminate or modify this Agreement, they shall give written notice of termination or modification one hundred twenty (120) calendar days before the termination date. If neither party gives notice of termination or modification or withdraws before this Agreement's termination date, the Agreement shall continue in full force and effect, subject to notice of termination or modification by either party on one hundred twenty (120) calendar days written notice before the current year of termination.

**Section 2. Notice Address.** Notice shall be in writing and shall be sufficient if sent by Certified Mail to the Union, addressed to 1034 North Washington Avenue, Lansing, Michigan 48906, and to the Employer, addressed to East Lansing Public Schools, Board of Education Office, 501 Burcham Drive, East Lansing, Michigan 48823 or to any other address the parties may make available to each other.

**Section 3. Emergency Manager.** An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this Agreement as provided in that Act.

**EAST LANSING PUBLIC SCHOOLS BOARD OF EDUCATION:**

\_\_\_\_\_  
PRESIDENT  
T                      DATE: \_\_\_\_\_

\_\_\_\_\_  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO OF COUNCIL 25:

\_\_\_\_\_  
SECRETAR  
Y                      DATE: \_\_\_\_\_

\_\_\_\_\_  
CHAPTER CHAIR

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DATE: \_\_\_\_\_  
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BARGAINING COMMITTEE

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STAFF REPRESENTATIVE  
DATE: \_\_\_\_\_

BARGAINING COMMITTEE

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**APPENDIX B**  
**WORK YEAR**

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The employee shall be scheduled no less than the following amount of days each year based on the following:

- 12-month Employees will have 261 working days (262 during leap year).
- 11-month Employees will have 228 working days.
- 10-month Employees: The Instructional Clerk at the Middle School and High School will have 202 working days.
- 10-month Employees: Administrative Assistant to Student Services at East Lansing High School, Attendance Administrative Assistant at McDonald Middle School, and Attendance Administrative Assistant at East Lansing High School will have 207 working days.
- 10-month Employees: All Administrative Assistants at the Elementary Schools will have 210 working days.

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MASTER AGREEMENT

between

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF EAST

LANSING

and

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL

EMPLOYEES

AFL-CIO, LOCAL 1390 OF MICHIGAN COUNCIL NO. 25 2024 – 2025

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**Article 1**  
**Agreement**

This Agreement is between the Board of Education of the School District of the City of East Lansing (the District, Board, or Employer) and the East Lansing Public School Employees, Local 1390 American Federation of State, County and Municipal Employees, AFL-CIO of Council No. 25 (the Union).

**Article 2**  
**Recognition**

**Section 1. Covered Employee.** Pursuant to and in accordance with the Public Employment Relations Act, as amended, the Employer recognizes the Union as the exclusive representative of the District's employees listed below for the purpose of collective bargaining for wages, hours, and other terms and conditions of employment for the term of this Agreement:

Student Support Services / Transportation Administrative Assistant  
Elementary Administrative Assistant  
Middle School Administrative Assistant  
High School Administrative Assistant  
Guidance Administrative Assistant  
High School Registrar  
Assist. Supt. / DEI Administrative Assistant  
Athletic Administrative Assistant  
Copy Center Administrative Assistant  
Accounts Payable / Purchasing  
Middle School Instructional Aide  
High School Instructional Aide  
Employee Benefits Coordinator

Excluded from the bargaining unit are any administrative assistants deemed confidential (Superintendent's Administrative Assistant, Director of Finance and Operations Administrative Assistant, Chief Human Resources Officer Administrative Assistant), Payroll Supervisor, Supervisor of Accounting, substitute employees, and all other employees.

This Agreement shall not be construed to deny or restrict to any bargaining unit employee rights they may have under the Revised School Code, or other applicable laws and regulations. The rights granted to bargaining unit employees are in addition to those provided elsewhere.

**Section 2. Jurisdiction.** Board employees not covered by this Agreement shall not perform bargaining unit work except for instructional training, an emergency, or when a substitute employee is required. If a substitute employee works in a bargaining unit position for more than thirty (30) consecutive days, for the same person in the same building, the substitute employee

shall be covered by this Agreement, except that the substitute employee does not accrue seniority and will terminate upon the return of the regular employee.

**Section 3. Aid to Other Unions.** The Employer will not aid, promote, or finance any labor organization which purports to engage in collective bargaining or make any agreement with any labor organization to undermine the Union's representation of the bargaining unit described in Section 1.

**Section 4. Strike/Lockout.** Neither the Union, its agents, nor its members will authorize, instigate, aid, or engage in a work stoppage, slow down, strike, or similar activity against the Employer. The Employer will not implement a lockout for the same period.

**Article 3**  
**Management Rights**

There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of Michigan and the United States except as expressly limited by this Agreement. The Board retains the right, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of the employees and their working conditions which are not inconsistent with this Agreement. In meeting these responsibilities and in exercising its powers and rights, the Board acts through its administrative staff.

**Article 4**  
**Non-Discrimination**

The Board and the Union reaffirm their commitment not to discriminate against any person based on race, color, religion, sex (including pregnancy, gender identity, sexual orientation), age, disability, marital status, genetic information, height, weight, or national origin.

**Article 5**  
**Union Membership**

Employees covered by this Agreement are not required to become members of the Union. Employees in the unit covered by this Agreement may elect or may not elect to: (a) become a member and pay to the Union the initiation fees and periodic dues that are the obligations of the Union member; or (b) pay to the Union the appropriate periodic service fees computed in accordance with AFSCME's Notice To All Non-Member Employees Paying Fees.

**Article 6**  
**Union Representation**

**Section 1. Union Officers.** Unit employees will be represented by a Chapter Chair and a Chief Steward who are elected by the membership. The Union shall provide the Employer with a list of the Union Officers and Stewards within five (5) workdays of any election.

1. Reasonable arrangements may be made when the Chapter Chair or Chief Steward is

required by the Board to engage during their workday in negotiations on the Union's behalf with any Board representative or required to participate in any grievance procedure, including arbitration, and shall not incur loss of salary when the grievance procedure has been mutually scheduled by both parties or the arbitrator.

2. The Employer shall provide the Chapter Chair with the following information for any newly- hired employee within twenty-one (21) days of the start date: name, hire date, schedule placement, and job location. This information is solely for Union business and shall not be sold or used for any nonunion purpose.
3. During their term of office, the Chapter Chair and the Chief Steward will head the seniority list only for the purpose of layoff/recall if administration determines that they are qualified to perform the required work. Upon conclusion of their office term, the Chapter Chair and Chief Steward will return to their regular seniority status.
4. A total of five (5) days per contract year is available for Union leave for the Chapter Chair and Chief Steward combined. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Union release time. The District will invoice the Union for that expense.

Section 2. Bargaining Committee. Unit employees will be represented in negotiations by the Chapter Chair and four (4) representatives.

## **Article 7** **Visitation**

Upon Union request and the presentation of proper credentials, Union officers or credentialed Union representatives shall be admitted to District premises during work hours to assist in adjusting grievances and other reasonable Union business. The officer or representative shall not disrupt orderly operations and must first check-in at the building office.

## **Article 8** **Payroll Deduction**

### **Section 1. Procedures**

- A. The District will process an employee's voluntary written authorization for payroll deductions pursuant to this Article for:
  1. Union dues/fees,
  2. 403(b)/457(b) employee contributions, and
  3. Authorized pre-tax cafeteria account contributions.

The employee's written request shall include the employee's signature. The District assumes only the responsibility for remitting the amount specified in the employee's written request. The District will not process deductions for Political Action Committee donations associated with Union dues/fees structure.

- B. The District will disburse the deductions under procedures established by the District. Deductions will be made in substantially equal amounts from the employee's paycheck(s) beginning the first pay that is feasible after receipt of the employee's voluntary written authorization for the deduction, which will continue in effect until revoked in writing by the employee.
- C. The Union will indemnify, defend, and hold harmless the District, as well as individual Board members, employees, and agents against any claim arising from or related to the District's deduction of Union dues/fees. The Union's obligation includes payment of the District's attorney fees and costs to defend against the claim.
- D. The Board will deduct twice each month and remit tax-deferred 403(b)/457(b) employee contributions to a single Board approved 403(b)/457(b) vendor or third-party administrator within one (1) week after the deduction, subject to the following conditions:
  - 1. The Board-approved 403(b)/457(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
  - 2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium, which currently is TSA Consulting Group.
  - 3. A 403(b)/457(b) vendor's failure to promptly credit an employee contribution transmitted according to this Article, shall be pursued by the employee directly with the 403(b)/457(b) vendor and/or the third-party administrator.
  - 4. The Board shall be held harmless from any violation of the Tax Code relating to tax-deferred annuity limitations.

## **Article 9** **Seniority**

**Section 1. Probation.** A newly-hired regular employee shall be on probationary status for sixty (60) workdays, starting from the first day of employment. If at any time before completion of the probationary period the employee's work performance is determined by the Employer to be unsatisfactory, the employee may be dismissed during the probationary period without appeal by the Union. An employee who is absent during the probationary period must work additional days equal to the number of days absent to complete the probationary period. Upon satisfactory completion of the probationary period, the employee's seniority date is retroactive to the first day of employment.

**Section 2. Definition.** "Seniority" is defined as the amount of service accumulated within the District as a unit employee. Seniority is measured from the employee's most recent hire date in a unit position.

- 1. An employee regularly scheduled to work less than twenty (20) hours per week will be credited with a one-half (1/2) year of seniority. An employee regularly scheduled to work twenty (20) or

more hours per week will be credited with a full year of seniority. There will be no pro-rating for a partial year of service for unit employees hired during the fiscal year (July 1 – June 30). Unit employees hired after the commencement of a fiscal year (July 1) shall receive pro-rated seniority, on a quarterly basis, during their first year of employment. Service within the quarter will not be pro-rated.

2. Whenever two (2) or more unit employees have equal seniority, they will be ranked using the following criteria in the order stated:
  - A. The employee with the earliest hire date will be ranked first.
  - B. If the employees have the same hire date and one is a 12-month employee, one is an 11-month employee, and one is a 10-month employee, the 12-month employee shall be ranked first, the 11-month employee shall be ranked second, and the 10-month employee shall be ranked third.
  - C. If the employees have the same work year (e.g., both are 12 months) the employee with the lowest number in the last four digits of the employee's social security number shall be ranked first.
3. A seniority list shall be made available to all unit employees by September 30 of each fiscal year. This list shall include the employee's location, assignment, seniority, and hire date into the unit. The seniority list shall contain a statement, signed by the Board and the Union, that if no objection is received within thirty (30) days, the list distributed shall be regarded as conclusive.
4. A unit employee shall retain accumulated seniority for up to two (2) years but shall not accrue seniority while on unpaid leave of absence.

**Section 3. Loss of Seniority.** An employee will lose seniority rights and shall be deemed terminated if the employee:

1. Quits.
2. Is discharged in accordance with Article 10 and the discharge is not reversed through the grievance procedure.
3. Does not return to work when recalled after a layoff.
4. Is laid off for two (2) consecutive years without being recalled.
5. Is absent for three (3) consecutive workdays without notifying the immediate supervisor.
6. Fails to return to work within three (3) consecutive workdays from the expiration date of a leave of absence, vacation, or disciplinary suspension without notifying the immediate supervisor.
7. Retires.

Unit seniority accumulated as of the date an employee transfers to a non-unit position in the District shall be retained for up to two (2) years. The employee has the right to exercise this seniority and bid on a vacant unit position if the employee possesses the qualifications for that vacant position.

**Article 9**  
**Transfer and Promotion Procedures**

**Section 1.** When the Board determines to fill a vacancy or create a new position, a copy of the job posting will be emailed to the Chapter Chair. No vacancy will be filled on a permanent basis until five (5) workdays after the vacancy notice has been posted.

The job posting shall include the following information: position title, start date, pay rate, hours to be worked, and qualifications.

A vacancy shall not exist when the work year or work week of a unit position is increased by 20% or less. Example: If the established work week of a unit position is 35 hours, 7 or fewer added hours does not cause the position to be regarded as vacant under this Article.

Notice of appointment or non-appointment will be given to unit employees who have applied for the vacancy or newly-created position within ten (10) workdays after the position is filled.

**Section 2.** The Board has the right to hire the most qualified applicant as determined in the Board's sole discretion, for all vacancies and new unit positions regardless of seniority. Upon application, a unit employee who is qualified and has received at least a satisfactory evaluation in his/her most recent evaluation shall be interviewed and considered for the vacancy or new position.

**Section 3.** The employee who is promoted or transferred shall receive a three (3) week (15 workdays when students are in the building) trial period [which includes ten (10) workdays when the unit employee's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine:

1. The ability to perform on the job.
2. The desire to remain on the job.

The trial period shall be extended for ten (10) additional workdays upon mutual written agreement by the Employer and the Union.

During this trial period, the employee shall have the opportunity to revert to the employee's former position.

If the Employer determines the employee's job performance in the new position to be unsatisfactory, notice of that finding and the reason(s) shall be given to the employee before the employee is returned to their former position, with the employee having the right to grieve the Employer's decision of the Employer, through Step Three of the Grievance Procedure.

During the trial period, the Employer has the right to use a substitute employee in the position to which the transferred unit employee was previously assigned.

**Section 4.** An employee who is temporarily transferred to another assignment within the unit shall be paid at the employee's present pay rate for the duration of the temporary assignment. The temporary transfer shall not exceed 180 school days.

**Section 5.** If the transferred employee returns to the former position, the position need not be re-posted as a vacancy if another unit applicant from the original posted vacancy is offered the position under the standards

in section 2 of this Article. If there are no other unit applicants for the original posting or if those applicants do not meet the selection standards in section 2 of this Article, the position will be re-posted.

## Article 10

### Discharge, Demotion, and Discipline

**Section 1. Standard.** No non-probationary employee shall be disciplined for reasons that are not arbitrary or capricious.

**Section 2. Notice.** Upon a unit employee's discharge, suspension, or demotion, the Board will provide written notice of the action taken to the employee and the Union.

## Article 11

### Layoff and Recall

**Section 1. General.** Employees shall be laid off and/or recalled according to qualifications and seniority. The decision to implement a layoff or recall is within the Board's sole discretion. An employee whose position is eliminated or reduced (by two or more hours per day) has the right to displace any unit position held by an employee with less seniority.

**Section 2. Displacement.** Displacement of a unit employee with less seniority only applies if the senior employee is qualified to hold the position, as determined by the Employer, and the employee has more seniority than the employee being displaced. This determination is not subject to the grievance procedure.

1. This provision may result in an increase or decrease in an employee's hours and/or work year.
2. All displacement and bumping under this provision will be accomplished at a single meeting.
3. If the unit employee whose position has been eliminated chooses not to displace a less senior employee, the displaced unit employee will be placed on layoff with recall rights as specified in this Agreement.

**Section 3. Notice.** If the Board determines to eliminate a position or to reduce the hours of a position by two (2) or more hours per day, the unit employee then assigned to that position shall receive a minimum of fourteen (14) calendar days written notice, with a copy of the notice furnished to the Union. The Union may request that a meeting be scheduled with a Board representative to receive an explanation of the reason(s) for the lay-off or reduction of hours and how the work associated with the eliminated or reduced assignment will be performed.

**Section 4. Recall.** Notice of recall shall be sent by e-mail and first-class mail to the employee's last known e-mail and residential address which the Board has in its personnel records. If the employee does not notify the Board of recall acceptance within five (5) calendar days from the notice's mailing date or if the employee does not report to work within ten (10) calendar days from the notice's mailing date (unless otherwise excused by the Board), the employee shall be considered a quit.

**Article 12**  
**Leave of Absence**

**Section 1. Leave for Extended Illness/Disability.** An employee who, due to illness or disability which is non-compensable under the Worker's Disability Compensation Act, is unable to report for work and has exhausted all means of allowable compensation, shall receive a leave of absence for up to one (1) year, provided the employee promptly notifies the Board of the leave's necessity and submits a statement from their health care provider of the leave's necessity and projected absence time. Upon return from leave, the employee shall be assigned to the same position or a position of like nature.

**Section 2. Childcare Leave.** Childcare leave may be granted (when leave is not required to be granted under the Family and Medical Leave Act) to an employee for the primary care of a child during infancy (up to 12 months from birth). This leave request must be made in writing at least thirty (30) calendar days in advance as foreseeable. The request shall state the expected leave start/end dates. A unit employee adopting a child may be granted leave (when leave is not required to be granted under the Family and Medical Leave Act) under the same terms as childcare leave which shall begin upon the Probate Court's entry of an order awarding custody to the adopting parent.

**Section 3. Uniformed Services Leave.** The reinstatement rights of any employee who enters the uniformed service of the United States will be determined in accordance with the Uniformed Services Employment and Reemployment Rights Act.

**Section 5. Reserve Training.** A leave of absence will be granted to an employee who is active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling annual field training obligations, or if the employee is ordered to active duty. The employee must submit a written request for this leave immediately upon receipt of orders to report for duty.

The Board will pay the difference between the employee's military pay and regular pay if military pay is less, for a period not to exceed fourteen (14) days in any fiscal year (July 1 - June 30).

**Section 6. Union Leave.** Any unit employee who is elected or appointed to a full-time position or office in the Union and whose duties require the employee's absence from work shall be granted a leave of absence for up to two (2) years. The Union leave may be extended beyond two (2) years, upon the employee's request and at the Board's sole discretion. No more than one (1) Union member shall be on Union leave at any one time.

**Section 7. General Leave Provisions.**

1. All leave requests shall be in writing, stating the reason for the request and the approximate length of the leave. If leave is granted under this Article, the Board shall notify the Union of the unit employee's

identity but shall not be required to disclose confidential information pertaining to the leave (e.g., medical information) to the Union without the employee's consent.

2. An employee who meets all requirements specified in this Article shall be granted a leave of absence (except for childcare leave or other discretionary leave) without pay and benefits. Other leaves of absence may be granted at the Board's sole discretion for reasons other than those listed above if deemed beneficial to the employee and the Board. The Superintendent may grant a leave of sixty (60) days or less.

3. Return from any leave of absence not covered by law shall be in accordance with the following:

A. An employee who is on leave for six (6) months or less is entitled to resume regular seniority status and all job and recall rights upon return from leave.

B. An employee who is on a leave of more than six (6) months to a maximum of two (2) years must inform the Board, in writing, sixty (60) calendar days before the return date and will receive the opportunity to return to the first open position for which the employee is qualified and possesses seniority.

i. A position is considered "open" after it has been posted per Article 9.

ii. An employee who has informed the Board of the intent to return from leave has the right to bid on open position(s) posted under Article 9.

4. The Employer has the right to receive medical certification from the employee's health care provider about the necessity for any personal illness/disability leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include the information that may permissibly be requested under Form WH 380-E (or its successor) as developed by the United States Department of Labor to implement the Family and Medical Leave Act.

The Employer has the right to require a second medical opinion (at Employer expense). If that opinion differs from that of the employee's health care provider, the employee and Employer (in consultation with the Union, if requested by the employee) shall mutually designate a third health care provider whose opinion about leave eligibility or fitness to return to work is considered final and binding on the Employer, the employee, and the Union. The cost of this examination shall be paid by the Employer.

The Employer has the right to require medical certification of the employee's fitness to return to duty at the expiration of the leave period, including the securing of a second medical opinion (at Employer expense).

## **Article 13** **Grievance Procedure**

### **Section 1. Definitions.**

1. A "grievance" is defined as an alleged violation of the express terms of this Agreement.

2. The term “workdays” for grievance processing is defined as Monday through Friday, excluding all paid holidays and winter and spring vacation intervals.

**Section 2. Procedures.**

1. The time elements for these Steps will be strictly observed, but may be shortened, waived, or extended upon the parties’ written mutual agreement.

Any grievance not appealed within the time limits in that Step level of the grievance procedure will be considered settled based on the decision rendered at the previous Step. If an answer to a grievance is not given within the time limit of that Step level, the appealing party may automatically appeal the grievance to the next Step.

Any grievance not presented for disposition through the grievance procedure within seven (7) workdays of the occurrence giving rise to the grievance or within seven (7) workdays of the date it is reasonable to assume that the employee or the Union first became aware of the condition giving rise to the grievance shall not be considered as a grievance. If an objection to the grievance’s timeliness, is made, the Employer’s processing of the grievance does not waive the timeliness objection.

2. A written grievance shall:
  - A. Be signed by the grievant(s) and the Union representative;

- B. Be specific;
- C. Contain a synopsis of the facts giving rise to the alleged violation;
- D. Cite the Agreement's section or subsections alleged to have been violated;
- E. Contain the date of the alleged violation; and
- F. Specify the relief requested.

Any written grievance not in compliance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.

- 3. The following matters shall not be the basis of any grievance filed under this Article:
  - A. The termination of services or failure to re-employ a probationary employee.
  - B. Any claim for which there is another remedial procedure or forum established by law or regulation.
  - C. An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions). Instead, the alleged violation may be processed through the appropriate agency or judicial enforcement of the law(s) in question.
  - D. Any matter which is exclusively reserved to management under Article 3.
- 4. The purpose of this procedure is to secure, at the earliest possible level, an equitable solution to a grievance. These proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.
- 5. This grievance procedure does not limit the right of an employee having a grievance to discuss the matter informally with an appropriate administrator.

#### **Step One – Immediate Supervisor (Oral)**

- 1. An employee shall discuss the grievance with their immediate supervisor within the time limits set forth in Section 2(3) above. If the grievance is not settled orally, the employee may request a meeting with the Union to discuss the grievance.
- 2. The Union may submit the written grievance to the immediate supervisor stating the remedy requested, the facts upon which the grievance is based, and the specific provision(s) of the Agreement allegedly violated. The employee and the Union shall sign the grievance and submit it to the immediate supervisor within the time limits set forth in section 2(3), above.

#### **Step Two - Immediate Supervisor (Written)**

1. The Union and affected unit employee(s) shall meet with the immediate supervisor to discuss the grievance within seven (7) workdays of its written submission to the immediate supervisor.
2. The immediate supervisor shall issue a written decision within seven (7) workdays of the meeting with the Union.

### **Step Three – Superintendent or Designee**

1. If the grievance is not resolved in Step two, it must be submitted to the Superintendent or designee within seven (7) workdays from date of receipt of the immediate supervisor's decision, and the Superintendent or designee shall meet with a Union Business Representative at a time mutually agreeable to them.
2. The Superintendent or designee shall provide a written answer within ten (10) workdays of the meeting date with the Union's Business Representative.

### **Step Four - Arbitration**

1. Written notice of an intent to arbitrate must be submitted to the Superintendent within fifteen (15) workdays from the end of Step 3.
2. Within thirty (30) workdays of submitting the written notice an intent to arbitrate, a demand for arbitration must be filed with the American Arbitration Association (AAA), whose rules govern the arbitrator selection process and all arbitration procedures.
3. The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
4. Each party is responsible for the expenses of the witnesses that they may call.
5. The Arbitrator has no authority to:
  - A. subtract from, add to, or otherwise modify any of the terms of this Agreement;
  - B. issue a decision on the merits of a prohibited or illegal bargaining subject;
  - C. decide matters removed from the grievance process or scope of arbitration under this Agreement;
  - D. substitute the Arbitrator's discretion for that of the parties;
  - E. order retroactive back-pay beyond the grievance date and shall deduct from such back- pay an amount equal to any compensation the grievant may have received from other sources during the applicable time.

6. The parties are not permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
7. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
8. The AAA fees shall be paid equally by the parties. The Arbitrator's fees and expenses shall be paid by the non-prevailing party. The Union shall be considered the non-prevailing party if it does not receive all the requested relief. If the arbitrator's decision is split between the parties, the arbitrator shall apportion the parties' fees and expenses.
9. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
10. The Arbitrator's decision is final, conclusive, and binding on all unit employees, the Board, and the Union.
11. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

## **Article 14**

### **Hours and Work Week**

**Section 1. Normal Workday.** The normal workday shall consist of eight (8) consecutive hours per day, excluding a duty-free, uninterrupted lunch period of not less than one (1) hour, unless mutually agreed between the Employer and the employee. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

If the Board requires an employee to work more than his/her established work weeks or workdays per year, that employee shall be notified by the Board, in writing, at least fifteen (15) workdays before the effective date of the additional work, unless the change by shorter notice is by mutual agreement.

The normal workday is scheduled between 6 a.m. and 7 p.m. The Board has the right to reduce the hours of unit positions in accordance with the provisions of Article 8 (Seniority).

**Section 2. Overtime.** Time and one-half (1/2) will be paid for all time worked over forty (40) hours in one (1) week. All overtime must be authorized in advance by the employee's direct supervisor.

1. All hours worked on Saturday or Sunday will be for a three (3) hour minimum.
2. As an alternative to monetary overtime payment, an employee and immediate supervisor may agree that compensatory time will be earned instead of overtime. Each is computed at 1.5 hours (time and a half) for each hour worked over forty (40) per week. Compensatory time is subject to a maximum accrual of forty-five (45) compensatory hours in a fiscal year, which is thirty (30) hours worked. Compensatory time will be scheduled cooperatively between the employee and immediate supervisor. The time sheet's notes section will record compensatory time earned, compensatory time used, and current balance.
3. An employee is not required to take time off from the employee's regular schedule or have their hours reduced because of having to report to work before their shift or because the employee worked over eight (8) hours in a workday. An employee and his/her immediate supervisor may agree to a flexible work schedule within the regular work week that better meets the needs of the Employer and the employee.
4. If the Employer determines to allocate overtime projects involving ten (10) or more work hours to its employees (as opposed to using an outside contractor), the project will first be offered to unit employees when the work involves functions normally performed by unit personnel. The person assigned to the position with the overtime opportunity has the first right to bid on the overtime project. If that person declines the overtime (or is unavailable) the next most senior unit employee in the same building who is qualified to perform the overtime work will be offered that opportunity. If the work remains unallocated after the above steps, it will be offered to the most senior qualified unit employee who has indicated interest in overtime opportunities by placing his/her name on the District-wide overtime list. Overtime will be rotated in inverse seniority order. The Union will maintain an equalization list and provide the Employer with an updated list.

**Section 3. Summer Hours Worked**

Employees assigned to work as an Administrative Assistant during the Summer School Program shall be compensated at the rate of \$30 per hour or their current hourly rate, whichever is greater. This hourly rate applies exclusively to hours worked in connection with Summer School duties and is separate from the employee's regular contractual salary or hourly wage during the standard academic year.

**Section 4. Call Back.** When an employee has left the Employer's premises and must return to work after completion of the employee's regularly scheduled work hours, the employee shall receive pay for the actual hours worked at the appropriate pay rate or a minimum of two (2) hours pay at the employee's straight hourly rate, whichever is greater.

**Section 5. Relief Time.** Employees shall receive a fifteen (15) minute relief time during each four (4) hours

of work. This time, if not used, does not accumulate for later use and cannot be used for any other purpose. The Employer may provide a person to relieve the employee for these 15-minute breaks.

### **Section 6. Timekeeping Responsibilities**

All employees shall be responsible for accurately recording their work time using the timekeeping system designated by the District. Employees are expected to use the system in accordance with District procedures and guidelines to ensure the accuracy of payroll and attendance records.

## **Article 15 Paid Leave**

### **SECTION 1. EARNED SICK TIME**

1. Ten (10) month Employee will receive 10 days (80 hours) of earned sick time per school year, if work a full school year.
2. Eleven (11) month Employee will receive 11 days (88 hours) of earned sick time per school year, if work a full school year.
3. Twelve (12) month Employee will receive 12 days (96 hours) of earned sick time per school year, if work a full school year.
4. Employee may access and use Earned Sick Time before it is earned through actual hours worked. There is a maximum accumulation of one hundred fifty (150) days.
5. If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the Employee.
6. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the employees' Earned Sick Time leave bank.
7. An employee that ends employment, prior to the end of the school year, will have to repay district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Employee's final paycheck, to the extent permitted by law.
8. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the employee must use time off in ½ day (4 hours) increments. During the benefit year, the employee may use all available EST in their leave bank.
9. Employee is limited to a maximum accumulation of one hundred and fifty (150) days.

10. Employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. Employee may use earned sick time for the following reasons:
  - a. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
  - b. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
  - c. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
  - d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
  - e. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.
11. An employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.
12. If employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin.
13. For leave of more than five (5) consecutive days, upon District request, the eligible employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
14. An employee who has exhausted sick leave credit and still not able to return to work may be paid for any unused vacation days.
15. An employee who has attained the maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to

the limit in section 1(1) of this Article. This payment will be made in July annually, based on sick leave accumulation and use as of the immediately preceding June 30.

**Section 2. Funeral Leave.**

1. An employee shall be granted up to five (5) workdays off with pay for a death in the employee's immediate family, which is defined as the employee's spouse, child, parent, sibling, and corresponding in-law, grandparent, grandchild, or member(s) of the employee's household.
2. Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

**Section 3. Personal Business Days.**

1. Each unit employee shall earn three (3) personal business days per fiscal year to attend to personal business, which, by its nature, cannot be scheduled outside the regular workday. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session, nor shall personal business days be granted for the purpose of pursuing other employment or for any other leave provision in this Agreement.
2. Personal business days may not be used for less than one-half (1/2) day increments. If the employee does not use the allocated personal business days, those days shall be credited to the employee's sick leave bank the following year. An employee seeking to use personal business days must submit a written application to the employee's immediate supervisor before use and with as much advance notice as possible.

**Section 4. Personal Business Day Lottery** (Only applies to 10 month and 11 month unit employees)

Personal business days may not be used to extend holiday breaks or vacation periods, except under the following conditions:

**1. Use in Conjunction with Breaks:**

Excluding the first and last day of school, employees may use one personal business day per fiscal year adjacent to a scheduled break, following the established approval process. The number of approved personal business days for this purpose will be limited per eligible scheduled break day to:

- One (1) member at the high school
- One (1) member at the middle school
- One (1) member at the elementary level

**2. Application Timeline:**

The first application window for using a personal business day to extend a break closes on **September 30** of the school year. Applications cannot be submitted before the start of school and will only be considered for that current school year.

**3. Lottery Process:**

If the number of applications exceeds the available slots, a lottery will be conducted by the Superintendent or their designee, with a representative from the Association present.

**4. Second Application Opportunity:**

If openings remain after the first round, a second and final application window will close on **January 15**. If necessary, a second lottery will be held to allocate any remaining slots.

**Section 5. Jury Service and Subpoena**

1. Absence for jury service or subpoena will not be charged against the employee's leave allowance and shall be granted if criteria below is met:
  - a. When an employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the employee's regular rate of pay.
  - b. On days in which the employee is required to report for jury service, the employee is not required to report to work.
  - c. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
  - d. Court appearance as a witness in a case related to employment or the school, or whenever employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.
2. Absence will be charged against employee's sick bank, if case is initiated by the employee or the Association against the Board or District (unless the employee is subpoenaed by the Board).

**Section 6. Retirement**

An employee who permanently separates from employment with the District for retirement purposes, in accordance with the Michigan Public School Employees Retirement Act, shall receive a lump-sum payment for the employee's unused sick leave days at the rate of \$65 per day. The maximum amount payable shall not exceed \$8,500. This payment will be made in the fiscal year immediately after the employee's effective retirement date. The retiring employee may elect to receive this payment in either July or January. An employee receiving pay for unused sick leave under section 1(5) of this Article is not eligible for this benefit.

Unused sick leave payout does not apply to an employee who is discharged, and the discharge is not reversed through the grievance procedure.

**Article 16**  
**Holidays**

The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

**12-month Employees**

New Year's Day  
 Martin Luther King, Jr. Day  
 President's Day  
 Memorial Day  
 Juneteenth  
 Fourth of July  
 Labor Day  
 Day before Thanksgiving (if students not in session)  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day

**10- and 11-month Employees**

New Year's Day  
 Martin Luther King, Jr. Day  
 President's Day  
 Memorial Day  
 Juneteenth (if in work year calendar)  
 --  
 Labor Day  
 Day before Thanksgiving (if students not in session)  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas Eve Day  
 Christmas Day  
 New Year's Eve Day

An employee required to work on any of the above holidays shall receive double time for hours worked, with a three (3) hour minimum, in addition to regular holiday pay.

If one of the above holidays falls on Saturday or Sunday, the day recognized as the paid holiday shall be consistent with the holiday calendar designated by administration. If any of the above alternate days for observing a designated holiday falls on a student attendance day, the Employer, in consultation with the Union, shall designate another day to serve as the alternate paid holiday.

To receive holiday pay, the employee must work the last workday scheduled before the holiday and the first scheduled workday after the holiday, unless specified otherwise or the absence is excused.

**Article 17**  
**Vacations**

**Section 1. 12-Month Employees.** All employees working on a 12-month basis shall receive an annual vacation with full pay based on the following schedule:

| <b>Years of Service</b> | <b>Vacation Days Earned Per Month</b> |
|-------------------------|---------------------------------------|
| 1-5 years               | 10 days per year (80 hours)           |
| 6-10 years              | 15 days per year (120 hours)          |
| 11-24 years             | 20 days per year (160 hours)          |
| 25 years or more        | 25 days per year (200 hours)          |

**Section 3. Procedures.**

1. Vacation allowances shall be front loaded July 1st of each year. Per diem pay shall be payroll deducted for an employee who uses vacation days not earned before employment separation with the District.
2. Vacation allowance shall be pro-rated during the first year of employment to the nearest one-half (1/2) day (based on 5/6 of a day per month of service to June 30).
3. Maximum allowable vacation days to be carried over shall not exceed fifteen (15) days. The unit employee shall be allowed up to five (5) vacation days paid out annually by June 30. All other vacation days not cashed out at the end of each Contract year shall be transferred to the unit employee's earned sick leave bank. This applies only to 12-month unit employees.
4. Vacation shall be scheduled at a time which does not interfere with normal District operations. As possible within this limitation, vacation shall be scheduled at a time satisfactory to the employee.
5. Vacation shall be scheduled for a period of time not to exceed the number of days employee has available and not more than one (1) week. The request must be approved by the employee's principal and/or immediate supervisor.
6. Employees terminating employment or commencing a leave of absence under Article 12 shall receive a pro-rated vacation allowance based on the amount of vacation time earned according to the above schedule.

**Article 18**  
**EMPLOYEE EARNED BENEFITS**

**Section 1. Contributions.**

The Employer will make premium contributions, as specified in this Article, on behalf of each unit employee (and the employee's eligible dependents) who works thirty (30) hours or more per week.

Employer premium and health savings account contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

All premium or premium-equivalent amounts for which the employee is responsible will be payroll-deducted.

**Section 2. Eligibility.**

Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.

Unit employees hired after June 30, 2027, are only eligible to have the Employer's portion of single subscriber health/medical benefit plan costs contributed on their behalf. Those persons, however, may elect additional health/medical coverage, at their expense, provided that the insurance carrier permits additional enrollment.

**Section 3. HEALTH INSURANCE.**

Employees shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the employee and the employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

The full twelve (12) months' coverage depends on the employee's completion of the contract for the total school year.

The three (3) health insurance plans offered by the board for the term of the contract are as follows:

- MESSA ABC 1 with the 5-tiered prescription plan.
- MESSA ABC 1 with the 3-tiered prescription plan.
- MESSA Choices plan with the 3-tiered prescription plan

**Health Savings Account (HSA)** - For employees who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the employee (self-only or family coverage). The Employer's contribution shall be deposited into the employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

If there are legislative changes that cause an inequity in the Board contributions for healthcare between teachers selecting different plan options, parties agree to renegotiate the contributions noted in the above paragraphs.

**Cash-In-Lieu** - Unit employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect cash-in-lieu.

Eligible employees (those working 30 or more hours per week) who elect not to participate in the offered health insurance program shall instead receive \$243 each month in cash under a valid IRS Section 125 Plan established by the Employer.

To comply with the Affordable Care Act (ACA), employees must sign the district's Waiver of Medical Coverage form and provide proof of coverage from another qualified plan.

Insurance listed in this article shall have be available to the employee upon their hire date.

**Section 3. Dental Insurance.** The Employer shall provide Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.

**Section 4. Life Insurance.** The Employer shall provide, without cost to the employee, group life insurance protection and accidental death and dismemberment (AD&D) in the amount of \$50,000.

**Section 5. Vision Insurance.** The Employer shall provide MESSA VSP-3 vision insurance or an equivalent policy.

**Section 6. Short-Term and Long-Term Disability Insurance.** The Employer shall provide an insured income continuation plan for disability that extends beyond the employee’s accumulated sick leave. The benefits of this plan are summarized per MESSA’s “Negotiated LTD Plan Highlights” document.

Employees who have exhausted their accumulated sick leave but are not eligible for long-term disability benefits because they have not satisfied the 90-day wait period are eligible for continuation of 60% of their base wages after an unpaid ten (10) workday wait period. The Employer-funded wage continuation amount shall be reduced by the amount of Social Security, Workers' Compensation, or any other Employer-sponsored benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of workdays in the balance of the 90-calendar day qualifying interval for long-term disability benefits.

The employee will continue to receive health insurance while on long-term disability for up to a maximum of twenty-four (24) months.

**Article 19**  
**General**

**Section 1. Parking.** Adequate parking facilities within reasonable proximity of the assigned building will be provided.

**Section 2. Resignation.** An employee desiring to resign shall submit a written resignation notice to the Human Resources Office at least ten (10) workdays before the resignation’s effective date. An employee who fails to follow this resignation procedure forfeits their right to termination pay under Article 15 and any earned vacation time.

**Section 3. Emergency School Closing.** Unit employees are not required to report for work on scheduled student instruction days when classes are canceled due to conditions beyond the Board’s control e.g., inclement weather, fire, mechanical breakdown, public health conditions (as defined by City, County, or State health authorities) and will receive their regular wages for those day(s), based on their regularly scheduled hours. If the Board reschedules lost instruction day(s) to comply with the Revised School Code and the State School Aid Act for receipt of full state school aid, employees who were paid for the previously canceled day(s) and who are not otherwise scheduled to work on the rescheduled instruction day(s) may be required to work on the rescheduled day(s) with no compensation beyond what was previously paid to them for the canceled day(s) on which they were not required to work.

**Section 4. Continuing Education Reimbursement.** The District allocates four thousand dollars (\$4,000) per contract year for reimbursement of continuing education expenses for the entire bargaining unit. Individual unit members are eligible for registration fees, tuition, books, lab fees, and other expenses upon successful completion of the continuing education course with a minimum of a 2.5 (C+) for graded courses or a Course Completion Form signed by the instructor for non-graded courses. The employee must submit to the Human Resources Office a completed Continuing Education Reimbursement Form, along with the transcript and signed Course Completion Form to be eligible for reimbursement. An individual unit employee will not receive reimbursement for more than two thousand dollars (\$2,000) per contract year unless otherwise approved by the Superintendent or designee.

**Section 5. Evaluation.** The Union recognizes the Board's right and need to evaluate employee performance. Each employee's immediate supervisor shall perform an evaluation at least once every two (2) years; however, other administrative personnel may be called upon to assist in the evaluation process if requested by either the employee or the immediate supervisor.

Evaluation shall be primarily directed to the improvement of employee performance and to assist the employee in addressing any area of concern.

An employee performance evaluation shall be reduced to writing before placement in the employee's personnel file and will adhere to the Board of Education/Secretarial Union Evaluation Form. Performance evaluation criteria include but are not limited to the employee's:

1. Adaptability
2. Initiative
3. Job knowledge
4. Organization
5. Ability to perform essential job functions
6. Personal relations / cooperation
7. Punctuality and attendance
8. Quality of work
9. Responsibility

## **Article 20**

### Compensation

The salaries for unit employees are set forth in Schedule A. The salary schedule shall remain in effect during the term of this Agreement.

A new hire may be granted credit on the salary schedule for similar experience for up to six (6) steps. Any new hire step credit outside these parameters requires agreement from the Union.

An employee working less than 12 months shall be paid on the bi-weekly payroll during their scheduled work year unless the employee submits a signed consent form to the Payroll Department electing to be paid on the bi-weekly payroll over a twelve (12) month period.

To be eligible for reimbursement, employee receipts for out-of-pocket expenses must be submitted to the Business Office as soon as possible but no later than June 30 of the transaction's fiscal year.

## **Article 21**

### **Part-Time Employees**

If an employee works less than the established full-time hours in the employee's assignment, the employee is entitled to a pro-rated portion (based on hours worked compared to full-time hours) of the sick leave, vacation, holiday, personal business day, funeral leave, and terminal leave benefits provided under this Agreement. For purposes of this provision, "full-time hours" are those set forth in Article 14.

Eligibility of part-time employees to participate in insurance programs is addressed in Article 18.

## **Article 22**

### **Scope, Waiver, And Alteration Of Agreement**

This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit and negotiate their proposals with the other party. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.

A written waiver of any breach or condition of this Agreement by either party does not constitute a precedent for future enforcement of the Agreement's terms and conditions.

If any provision of the Agreement is held invalid by operation of law, or if compliance with or enforcement of any article or section is restrained by such law, the remainder of this Agreement shall not be affected. The parties shall enter immediate collective bargaining negotiations for the purpose of achieving a mutually satisfactory resolution for the affected article or section.

This Agreement supersedes any rules, policies, regulations, or practices of the Board which are contrary to or inconsistent with the Agreement's express terms.

**Article 23**  
**Termination and Modification**

This Agreement shall continue in full force and effect until June 30, 2025.

**Section 1. Notice of Termination or Modification.** If either party desires to terminate or modify this Agreement, they shall give written notice of termination or modification one hundred twenty (120) calendar days before the termination date. If neither party gives notice of termination or modification or withdraws before this Agreement's termination date, the Agreement shall continue in full force and effect, subject to notice of termination or modification by either party on one hundred twenty (120) calendar days written notice before the current year of termination.

**Section 2. Notice Address.** Notice shall be in writing and shall be sufficient if sent by Certified Mail to the Union, addressed to 1034 North Washington Avenue, Lansing, Michigan 48906, and to the Employer, addressed to East Lansing Public Schools, Board of Education Office, 501 Burcham Drive, East Lansing, Michigan 48823 or to any other address the parties may make available to each other.

**Section 3. Emergency Manager.** An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this Agreement as provided in that Act.

**EAST LANSING PUBLIC SCHOOLS BOARD OF EDUCATION:**

\_\_\_\_\_  
PRESIDENT  
T                      DATE: \_\_\_\_\_

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO OF COUNCIL 25:**

\_\_\_\_\_  
SECRETAR  
Y                      DATE: \_\_\_\_\_

\_\_\_\_\_  
CHAPTER CHAIR

DATE: \_\_\_\_\_

\_\_\_\_\_  
BARGAINING COMMITTEE

DATE: \_\_\_\_\_

\_\_\_\_\_  
BARGAINING COMMITTEE

DATE: \_\_\_\_\_

\_\_\_\_\_  
STAFF REPRESENTATIVE

DATE: \_\_\_\_\_

\_\_\_\_\_  
BARGAINING COMMITTEE

DATE: \_\_\_\_\_

\_\_\_\_\_  
BARGAINING COMMITTEE

DATE: \_\_\_\_\_

APPENDIX A – SALARY SCHEDULE 2025- 2027

| <b>Schedule A - Salary Schedule</b> |                    |                    |
|-------------------------------------|--------------------|--------------------|
|                                     | <b>2025-26</b>     | <b>2026-27</b>     |
| <b>Step</b>                         | <b>Hourly Rate</b> | <b>Hourly Rate</b> |
| 1                                   | \$ 22.88           | 23.57              |
| 2                                   | \$ 23.34           | 24.04              |
| 3                                   | \$ 23.81           | 24.52              |
| 4                                   | \$ 24.28           | 25.01              |
| 5                                   | \$ 24.76           | 25.50              |
| 6                                   | \$ 25.26           | 26.02              |
| 7                                   | \$ 25.76           | 26.53              |
| 8                                   | \$ 26.28           | 27.07              |
| 9                                   | \$ 26.81           | 27.61              |
| 10                                  | \$ 27.34           | 28.16              |
| 11                                  | \$ 27.89           | 28.73              |
| 12                                  | \$ 28.44           | 29.29              |
| 13                                  | \$ 29.02           | 29.89              |
| 14                                  | \$ 29.60           | 30.49              |
| 15                                  | \$ 30.19           | 31.10              |
| 16                                  | \$ 30.79           | 31.71              |
| 17+                                 | \$ 32.02           | 32.98              |

The Parties recognize that this Agreement expires on June 30, 2025. Nonetheless, unit employees will move one (1) step on the above Salary Schedule for the 2025-2026 school year unless that employee is at the top step.

**APPENDIX B**  
**WORK YEAR**

The employee shall be scheduled no less than the following amount of days each year based on the following:

- **12-month** Employees will have **261** working days (262 during leap year).
- **11-month** Employees will have **228** working days.
- **10-month Employees:** The Instructional Clerk at the Middle School and High School will have **202** working days.
- **10-month** Employees: Administrative Assistant to Student Services at East Lansing High School, Attendance Administrative Assistant at McDonald Middle School, and Attendance Administrative Assistant at East Lansing High School will have **207** working days.
- **10-month Employees:** All Administrative Assistants at the Elementary Schools will have **210** working days.

**VIII. Closed Session**

*Motion: I move that the Board of Education go into closed session pursuant to Section 8(c) of the Open Meetings Act related to collective bargaining.*

Roll Call Vote

**IX. Committee Reports**

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee
- G. Ingham School Officers Association (ISOA)

**X. Announcements**

- A. The next regular scheduled meeting of the Board of Education is August 25, 2025.

**XI. Adjournment**

***Respectfully Submitted,***

***Dori Leyko  
Superintendent***