

Board of Education Mary Gebara President, 2022-2023	Okemos Public Schools <a href="mailto:board@okemosk12.net">board@okemosk12.net</a> <a href="http://okemosk12.net">http://okemosk12.net</a>	4406 Okemos Road Okemos, Michigan 48864 Phone: 517-706-5010
---	--	---

*This agenda is for general informational purposes only. Based on board policy, the board of education may revise this agenda and may take up other issues at the meeting.*

**5:30 PM**

**MEETING AGENDA  
Monday, December 18, 2023**

**Community Conference Rm**

**CALL TO ORDER**

Dean Bolton, Katie Cavanaugh, Mary Gebara, Melanie Lynn, Vincent Lyon-Callo, Andrew Phelps and Jayme Taylor

**WELCOME AND MEETING FORMAT**

Welcome to this special meeting of the Okemos Board of Education held in public for the purpose of conducting the business of the school board.

**There is one opportunity for public comment:** Citizens who wish to address agenda or non-agenda items will have an opportunity at the beginning of the meeting. In-person individuals who wish to address the board must complete a blue form, located with the agendas near the room entrance, and present it to the board's secretary prior to the start of the agenda item.

At the appropriate point in the agenda, the board president will call upon individuals who have submitted a blue card for their comments.

**CITIZENS ADDRESS AGENDA AND NON-AGENDA ITEMS**

At this time in the meeting, citizens have an opportunity to address the board regarding items of interest that may or may not be part of the evening's agenda. Citizens are required to limit comments to three minutes, except when this requirement is waived by the board president during the meeting. A designated timekeeper will communicate to the individual who is addressing the board at three minutes. The board highly values public comment and input; however, the board meeting format is designed to facilitate the evening's agenda and, therefore, restricts board members from engaging in conversation with speakers or immediately responding to questions. Questions and concerns may be addressed by the board later in the agenda and may be assigned for follow-up by the board or superintendent at a later date.

**SUPERINTENDENT REPORTS/REQUESTS (10 Min)**

The superintendent will highlight events and issues of interest and take questions from the board.

**OTHER ACTION ITEMS**

The Other Action Items require additional discussion prior to board action.

**2023-2024 Amended Budget**

Each year, the budget which is approved by the board of education in June is reviewed periodically throughout the school year and may be amended to reflect an update in revenue and expenditures. The latest proposed amendments were reviewed by the board during its meeting on December 11, 2023.

That the board approve the amended 2023-2024 budget (Roll Call).

**ADJOURN TO EXECUTIVE SESSION –Superintendent's Evaluation**

Pursuant to Section 8(a) of the Open Meetings Act, the board of education may adjourn to Executive Session for the purpose of discussing the superintendent evaluation.

That the board adjourn to Executive Session pursuant to Section 8(a) of the Open Meetings Act for the purpose of discussing the superintendent evaluation (Roll Call).

**RECONVENE**

Tom Buffett, Katie Cavanaugh, Shulawn Doxie, Mary Gebara, Melanie Lynn, Andrew Phelps and Jayme Taylor

**Superintendent Contract**

The board has engaged in negotiations with the Superintendent.

That the board waive the reading and enter into the terms and conditions set forth in the contract of employment for Superintendent John Hood effective January 1, 2024 (Roll Call).

**ADJOURN**

**Okemos Public Schools  
General Fund Budgetary Comparison Schedule  
Year Ended June 30, 2024 as of December 2023**

	<b>2023-24 Original Budget</b>	<b>2023-24 Proposed Budget Revision</b>	<b>Impact of Change</b>
<b>REVENUES:</b>			
Local sources	\$ 16,779,710	\$ 17,674,698	\$ 894,988
State sources	46,676,062	49,201,274	2,525,212
Federal sources	2,953,342	2,902,447	(50,895)
Total revenues	<u>66,409,114</u>	<u>69,778,419</u>	<u>3,369,305</u>
<b>EXPENDITURES:</b>			
Instruction:			
Basic programs	32,039,381	32,633,828	(594,447)
Added needs	8,874,673	9,108,087	(233,414)
Total instruction	<u>40,914,054</u>	<u>41,741,915</u>	<u>(827,861)</u>
Supporting services:			
Pupil	5,462,247	5,671,560	(209,313)
Instructional staff	3,151,319	3,269,571	(118,252)
General administration	721,002	815,530	(94,528)
School administration	4,357,749	4,413,926	(56,177)
Business	861,702	945,958	(84,256)
Operations and maintenance	5,102,581	5,479,698	(377,117)
Transportation	1,342,183	1,354,906	(12,723)
Central	1,950,944	2,109,183	(158,239)
Athletics	868,964	882,227	(13,263)
Total supporting services	<u>23,818,691</u>	<u>24,942,559</u>	<u>(1,123,868)</u>
Facilities Construction/Improvement	155,000	198,631	(43,631)
Community services	2,666,312	3,096,551	(430,239)
Total Expenditures	<u>67,554,057</u>	<u>69,979,656</u>	<u>(2,425,599)</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>(1,144,943)</u>	<u>(201,237)</u>	<u>943,706</u>
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	\$ 80,000	\$ 80,000	\$ -
Transfers out	-	-	0
Total other financing sources (uses)	<u>80,000</u>	<u>80,000</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	<u><u>\$ (1,064,943)</u></u>	<u><u>\$ (121,237)</u></u>	<u><u>\$ 943,706</u></u>
<b>FUND BALANCE, UNASSIGNED:</b>			
Beginning of year	9,468,545	9,922,868	454,323
End of year	<u><u>\$ 8,403,602</u></u>	<u><u>\$ 9,801,631</u></u>	<u><u>\$ 1,398,029</u></u>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	<b>2023-24 Original Budget</b>	<b>2023-24 Revised Budget</b>	<b>Impact of Change</b>
<b>Revenues</b>			
Local	11,853,710	12,663,698	809,988
State	46,676,062	49,201,274	2,525,212
Federal	2,953,342	2,902,447	(50,895)
Transfers - ISD	4,926,000	5,011,000	85,000
Other Financing Sources	80,000	80,000	-
<b>Total Revenues</b>	<b>66,489,114</b>	<b>69,858,419</b>	<b>3,369,305</b>
<b>Expenditures</b>			
Elementary Instruction	9,681,998	9,941,846	(259,848)
Middle School Instruction	8,887,606	8,952,712	(65,106)
High School Instruction	9,630,552	9,797,826	(167,274)
Montessori (PPK-8)	3,655,302	3,755,257	(99,955)
Beginnergarten	183,923	186,187	(2,264)
Special Education	10,401,813	10,510,049	(108,236)
Compensatory Education	1,536,726	1,690,002	(153,276)
Gifted Programs	150,981	152,857	(1,876)
Guidance Services	1,669,172	1,673,837	(4,665)
Other Pupil Services	793,397	905,759	(112,362)
Improvement of Instruction	1,810,855	1,943,189	(132,334)
Educational Media Services	672,996	678,937	(5,941)
Direction of Special Education	318,188	336,437	(18,249)
Other Instructional Staff Services	145,761	158,151	(12,390)
Board of Education	121,300	121,300	-
Executive Administration	599,702	694,230	(94,528)
School Administration	4,357,749	4,413,926	(56,177)
Fiscal Services	592,789	627,378	(34,589)
Internal Services	158,713	159,580	(867)
Other Business Services	110,200	159,000	(48,800)
Staff/Personnel Services	352,838	313,961	38,877
Technology Services	1,598,106	1,795,222	(197,116)
Operations & Maintenance	5,102,581	5,479,698	(377,117)
Facilities Construction/Improvement	155,000	198,631	(43,631)
Pupil Transportation	1,330,533	1,354,906	(24,373)
Athletics	868,964	882,227	(13,263)
Community Education	2,666,312	3,096,551	(430,239)
<b>Total Expenditures</b>	<b>67,554,057</b>	<b>69,979,656</b>	<b>(2,425,599)</b>
<b>Effect on Fund Balance</b>	<b>(1,064,943)</b>	<b>(121,237)</b>	<b>943,706</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	2023-24 Original	2023-24 Revised	Impact of Change
<b>Revenues:</b>			
<b>Local Sources:</b>			
Property Taxes	9,568,439	10,096,376	527,937
Community Ed, Programming	1,555,888	1,683,388	127,500
Community Ed, Facility Rental	170,000	170,000	0
Community Ed, Senior Center	117,313	118,444	1,131
Athletics, Registration Fees	115,200	155,000	39,800
Athletics, Gate Receipts	90,000	90,000	0
Okemos Education Association	13,000	13,000	0
Tuition	103,858	103,858	0
Print Shop Fees (internal)	55,000	55,000	0
Transportation Fees (internal)	20,000	20,000	0
Miscellaneous	45,012	158,632	113,620
<b>State Sources:</b>			
Foundation	33,170,065	33,282,162	112,097
Special Education	3,635,535	4,197,665	562,130
Hold Harmless	467,360	473,870	6,510
MPSERS Stabilization	5,353,889	6,321,722	967,833
MPSERS Cost Offset	1,748,300	1,779,460	31,160
At-Risk	870,211	1,069,268	199,057
Assessment & Literacy	106,445	97,114	(9,331)
Great Start Readiness Grant	447,954	500,824	52,870
Mental Health & Safety Grants	642,038	1,203,270	561,232
Other	234,265	275,919	41,654
<b>Federal Sources</b>			
Title I, II, III, IV	333,381	213,507	(119,874)
Special Education IDEA	21,929	21,929	0
Medicaid Outreach	22,000	30,000	8,000
Cornovirus Relief Funds	2,576,032	2,637,011	60,979
<b>Transfers - ISD</b>			
Special Education ISD	4,926,000	5,011,000	85,000
<b>Other Financing Sources</b>			
Transfers to General Fund	80,000	80,000	0
Other Financing Sources	-	-	0
	<u>66,489,114</u>	<u>69,858,419</u>	<u>3,369,305</u>
<b>Summary of Fund Balance</b>			
Beginning Fund Balance	9,468,545	9,922,868	454,323
Operational surplus (deficit)	(1,064,943)	(121,237)	943,706
Ending Fund Balance	<u><b>8,403,602</b></u>	<u><b>9,801,631</b></u>	<u><b>1,398,029</b></u>
	<u>12.4%</u>	<u>14.0%</u>	

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	<b>2023-24 Original</b>	<b>2023-24 Revised</b>	<b>Impact of Change</b>
<b>Elementary Instruction, 111</b>			
Wages			
Cornell	1,783,324	1,783,324	-
Hiawatha	1,722,654	1,737,927	(15,273)
Bennett Woods	1,651,554	1,747,077	(95,523)
Benefits			
Cornell	359,378	356,982	2,396
Hiawatha	307,802	329,463	(21,661)
Bennett Woods	301,686	315,978	(14,292)
Retirement & FICA			
Cornell	995,433	1,032,500	(37,067)
Hiawatha	965,649	1,010,146	(44,497)
Bennett Woods	922,848	1,012,594	(89,746)
Contracted Staff & Services			
Cornell	53,904	27,450	26,454
Hiawatha	57,951	17,450	40,501
Bennett Woods	63,415	17,450	45,965
Supplies & Other			
Cornell	45,434	55,330	(9,896)
Hiawatha	41,935	53,221	(11,286)
Bennett Woods	51,128	59,682	(8,554)
Textbooks, New & Replacement			
Cornell	44,746	51,154	(6,408)
Hiawatha	44,224	51,010	(6,786)
Bennett Woods	44,872	51,748	(6,876)
Outgoing Transfer - Substitutes	201,095	231,360	(30,265)
	<b>9,659,032</b>	<b>9,941,846</b>	<b>(282,814)</b>
<b>Beginnergarten, 117</b>			
Wages	111,906	111,906	-
Benefits	8,309	8,256	53
Retirement & FICA	62,545	64,862	(2,317)
Supplies & Other	821	821	-
Textbooks, New & Replacement	342	342	-
	<b>183,923</b>	<b>186,187</b>	<b>(2,264)</b>
<b>Grades 5-8 Instruction, 112</b>			
Wages			
Kinawa	2,413,324	2,305,914	107,410
Chippewa	2,517,280	2,551,083	(33,803)
Benefits			
Kinawa	429,702	425,044	4,658
Chippewa	404,172	378,464	25,708
Retirement & FICA			
Kinawa	1,344,361	1,338,692	5,669
Chippewa	1,397,806	1,475,415	(77,609)

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	<b>2023-24 Original</b>	<b>2023-24 Revised</b>	<b>Impact of Change</b>
Contracted Staff & Services			
Kinawa	19,200	19,200	-
Chippewa	9,300	9,300	-
Supplies & Other			
Kinawa	37,808	70,636	(32,828)
Chippewa	39,298	70,434	(31,136)
Textbooks, New & Replacement			
Kinawa	42,030	50,260	(8,230)
Chippewa	47,030	11,790	35,240
Tuition Payments (MVU)	8,000	8,000	-
Outgoing Transfer - Substitutes	178,295	238,480	(60,185)
	<b>8,887,606</b>	<b>8,952,712</b>	<b>(65,106)</b>
<b>High School Instruction, 113</b>			
Wages	5,219,051	5,138,183	80,868
Benefits	844,601	808,939	35,662
Retirement & FICA	2,629,475	2,903,969	(274,494)
Contracted Staff & Services	28,050	43,000	(14,950)
Supplies & Other	133,108	123,430	9,678
Textbooks, New & Replacement	119,268	120,464	(1,196)
Student Recovery Services	290,000	281,121	8,879
Dual Enrollment	70,000	80,000	(10,000)
Tuit Pymts (Early College, MVU, HSDCI)	167,000	110,000	57,000
Outgoing Transfer - Substitutes	152,965	188,720	(35,755)
	<b>9,653,518</b>	<b>9,797,826</b>	<b>(144,308)</b>
<b>Montessori Elementary, 116</b>			
Wages	1,314,325	1,307,186	7,139
Benefits	244,604	270,655	(26,051)
Retirement & FICA	733,801	756,012	(22,211)
Contracted Staff & Services	8,904	8,904	-
Supplies & Other	35,637	47,341	(11,704)
Textbooks, New & Replacement	41,488	48,472	(6,984)
Outgoing Transfer - Substitutes	21,265	50,960	(29,695)
	<b>2,400,024</b>	<b>2,489,530</b>	<b>(89,506)</b>
<b>Montessori 5-8, 112-9700</b>			
Wages	702,877	702,877	-
Benefits	159,112	155,014	4,098
Retirement & FICA	392,839	407,386	(14,547)
Contracted Staff & Services	450	450	-
	<b>1,255,278</b>	<b>1,265,727</b>	<b>(10,449)</b>
<b>Total Montessori Instruction</b>	<b>3,655,302</b>	<b>3,755,257</b>	<b>(99,955)</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	<b>2023-24 Original</b>	<b>2023-24 Revised</b>	<b>Impact of Change</b>
<b>Special Education - Instructional Programs 122</b>			
Wages	4,164,915	4,143,784	21,131
Benefits	763,130	727,948	35,182
Retirement & FICA	2,315,554	2,387,817	(72,263)
Contracted Staff & Services	59,610	59,610	-
Supplies & Other	25,326	25,326	-
Textbooks, New & Replacement	800	800	-
Outgoing Transfer - Substitutes	72,800	72,800	-
	7,402,135	7,418,085	(15,950)
<b>Special Education - Psychological Services, 214</b>			
Wages	415,554	415,554	-
Benefits	62,897	62,453	444
Retirement & FICA	232,241	240,799	(8,558)
Contracted Staff & Services	1,200	1,200	-
Supplies & Other	5,000	5,000	-
	716,892	725,006	(8,114)
<b>Special Education - Speech &amp; Language Services, 215</b>			
Wages	448,633	469,766	(21,133)
Benefits	52,461	51,784	677
Retirement & FICA	250,739	272,264	(21,525)
Contracted Staff & Services	1,520	1,520	-
Supplies & Other	1,400	1,400	-
	754,753	796,734	(41,981)
<b>Special Education - Social Work Services, 216</b>			
Wages	682,429	669,146	13,283
Benefits	98,528	82,782	15,746
Retirement & FICA	381,433	387,836	(6,403)
Contracted Staff & Services	1,520	1,520	-
Supplies & Other	1,400	1,400	-
	1,165,310	1,142,684	22,626
<b>Special Education - Teacher Consultants, 218</b>			
Wages	175,166	208,249	(33,083)
Benefits	25,549	33,683	(8,134)
Retirement & FICA	97,901	120,702	(22,801)
	298,616	362,634	(64,018)
<b>Special Education - Interpreter</b>			
Wages	39,302	39,302	-
Benefits	2,845	2,845	-
Retirement & FICA	21,960	22,759	(799)
	64,107	64,906	(799)
<b>Total Special Education</b>	<b>10,401,813</b>	<b>10,510,049</b>	<b>(108,236)</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	<b>2023-24 Original</b>	<b>2023-24 Revised</b>	<b>Impact of Change</b>
<b>Compensatory Education , 125 &amp; 126</b>			
Wages	717,871	711,839	6,032
Benefits	102,835	90,057	12,778
Retirement & FICA	400,569	411,737	(11,168)
Contracted Staff & Services	224,864	411,380	(186,516)
Supplies & Other	26,399	64,989	(38,590)
	<b>1,472,538</b>	<b>1,690,002</b>	<b>(217,464)</b>
<b>Gifted Programs, 9200</b>			
Wages	93,222	93,222	-
Benefits	5,657	5,604	53
Retirement & FICA	52,102	54,031	(1,929)
	<b>150,981</b>	<b>152,857</b>	<b>(1,876)</b>
<b>Guidance Services, 212</b>			
Wages	990,984	961,017	29,967
Benefits	121,326	121,763	(437)
Retirement & FICA	553,862	557,007	(3,145)
Contracted Staff & Services	-	-	-
Supplies & Other	3,000	34,050	(31,050)
	<b>1,669,172</b>	<b>1,673,837</b>	<b>(4,665)</b>
<b>Other Pupil Services, 213 &amp; 219</b>			
Wages	137,231	154,611	(17,380)
Benefits	18,468	18,468	-
Retirement & FICA	76,698	89,613	(12,915)
Contracted Staff & Services	561,000	633,067	(72,067)
Supplies & Other	-	10,000	(10,000)
	<b>793,397</b>	<b>905,759</b>	<b>(112,362)</b>
<b>Improvement of Instruction, 221</b>			
Wages	966,896	991,032	(24,136)
Benefits	151,118	165,937	(14,819)
Retirement & FICA	538,679	573,658	(34,979)
Contracted Staff & Services	138,075	144,649	(6,574)
Supplies & Other	68,625	64,225	4,400
Outgoing Transfer - Substitutes	-	3,688	(3,688)
	<b>1,863,393</b>	<b>1,943,189</b>	<b>(79,796)</b>
<b>Educational Media Center, 222 &amp; 223</b>			
Wages	352,952	352,215	737
Benefits	69,277	69,078	199
Retirement & FICA	197,267	204,144	(6,877)
Contracted Staff & Services	4,500	4,500	-
Educational Media	30,000	30,000	-
Supplies & Other	19,000	19,000	-
	<b>672,996</b>	<b>678,937</b>	<b>(5,941)</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	2023-24 Original	2023-24 Revised	Impact of Change
<b>Special Education, Staff Direction, 226</b>			
Wages	162,283	172,030	(9,747)
Benefits	47,357	47,357	-
Retirement & FICA	90,698	99,200	(8,502)
Contracted Staff & Services	13,250	13,250	-
Supplies & Other	4,600	4,600	-
	<b>318,188</b>	<b>336,437</b>	<b>(18,249)</b>
<b>Other Instructional Staff Services, 229</b>			
Wages	84,240	82,180	2,060
Benefits	14,439	27,599	(13,160)
Retirement & FICA	47,082	48,372	(1,290)
	<b>145,761</b>	<b>158,151</b>	<b>(12,390)</b>
<b>Board of Education, 231</b>			
Contracted Services	117,100	117,100	-
Travel & Conference	4,200	4,200	-
	<b>121,300</b>	<b>121,300</b>	<b>-</b>
<b>Executive Administration, 232</b>			
Wages	293,249	358,615	(65,366)
Benefits	71,456	71,755	(299)
Retirement & FICA	163,897	192,760	(28,863)
Contracted Staff & Services	55,300	55,300	-
Supplies & Other	15,800	15,800	-
	<b>599,702</b>	<b>694,230</b>	<b>(94,528)</b>
<b>Building Administration, Elementary, 241</b>			
Wages	1,247,016	1,250,231	(3,215)
Benefits	272,626	288,113	(15,487)
Retirement & FICA	696,959	724,635	(27,676)
Contracted Staff & Services	10,000	10,000	-
Supplies & Other	12,311	12,311	-
	2,238,912	2,285,290	(46,378)
<b>Building Administration, Middle School, 242</b>			
Wages	671,069	677,227	(6,158)
Benefits	157,046	133,456	23,590
Retirement & FICA	375,061	392,523	(17,462)
Contracted Staff & Services	21,800	21,800	-
Supplies & Other	8,500	8,500	-
	1,233,476	1,233,506	(30)
<b>Building Administration, High School, 243</b>			
Wages	495,351	497,664	(2,313)
Benefits	87,034	82,896	4,138
Retirement & FICA	276,856	288,450	(11,594)
Contracted Staff & Services	13,795	13,795	-
Supplies & Other	12,325	12,325	-
	885,361	895,130	(9,769)
<b>Total Building Administration</b>	<b>4,357,749</b>	<b>4,413,926</b>	<b>(56,177)</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	2023-24 Original	2023-24 Revised	Impact of Change
<b>Fiscal Services, 252</b>			
Wages	310,509	328,260	(17,751)
Benefits	78,037	78,158	(121)
Retirement & FICA	173,543	190,260	(16,717)
Contracted Staff & Services	27,500	27,500	-
Supplies & Other	3,200	3,200	-
	<b>592,789</b>	<b>627,378</b>	<b>(34,589)</b>
<b>Internal Services - Print shop, 258</b>			
Wages	41,887	41,887	-
Benefits	18,416	18,416	-
Retirement & FICA	23,410	24,277	(867)
Contracted Staff & Services	30,000	30,000	-
Supplies & Other	45,000	45,000	-
	<b>158,713</b>	<b>159,580</b>	<b>(867)</b>
<b>Other Business Services, 259</b>			
Workers Compensation	40,000	80,000	(40,000)
Legal Liability Insurance	20,800	29,600	(8,800)
Bank Service Charges	40,000	40,000	-
Other Fees	9,400	9,400	-
	<b>110,200</b>	<b>159,000</b>	<b>(48,800)</b>
<b>Staff/Personnel Services, 283</b>			
Wages	184,000	168,751	15,249
Benefits	47,999	29,401	18,598
Retirement & FICA	102,839	97,809	5,030
Contracted Staff & Services	17,000	17,000	-
Supplies & Other	1,000	1,000	-
	<b>352,838</b>	<b>313,961</b>	<b>38,877</b>
<b>Technology Services, 284</b>			
Wages	631,080	723,402	(92,322)
Benefits	176,190	170,518	5,672
Retirement & FICA	352,710	419,284	(66,574)
Contracted Staff & Services	84,626	84,626	-
Annual User Fees/Contracts	350,000	393,892	(43,892)
Supplies & Other	3,500	3,500	-
	<b>1,598,106</b>	<b>1,795,222</b>	<b>(197,116)</b>
<b>Security Services, 266</b>			
Wages	-	3,507	(3,507)
Benefits	-	-	-
Retirement & FICA	-	1,818	(1,818)
Contracted Staff & Services	61,440	229,183	(167,743)
Supplies & Other	-	28,995	(28,995)
	<b>61,440</b>	<b>263,503</b>	<b>(198,556)</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	<b>2023-24 Original</b>	<b>2023-24 Revised</b>	<b>Impact of Change</b>
<b>Operation &amp; Maintenance, 261</b>			
Wages	1,016,968	1,018,383	(1,415)
Benefits	234,648	264,133	(29,485)
Retirement & FICA	568,390	590,254	(21,864)
Contracted Custodial	1,109,050	1,109,050	-
Contracted Staff & Services	420,750	552,725	(131,975)
Supplies & Other	460,385	459,500	885
Telephone	31,000	31,000	-
Heating Fuel/Natural Gas	343,000	343,000	-
Electricity	570,000	570,000	-
Water & Sewer	61,000	61,000	-
Waste & Trash Disposal	39,500	39,500	-
Property, Casualty & Fleet Insurance	186,450	177,650	8,800
	<b>5,041,141</b>	<b>5,216,195</b>	<b>(175,054)</b>
<b>Total Operations &amp; Maintenance</b>	<b>5,102,581</b>	<b>5,479,698</b>	<b>(373,610)</b>
<b>Facilities Construction/Improvement</b>			
Building Improvements	155,000	198,631	(43,631)
	<b>155,000</b>	<b>198,631</b>	<b>(43,631)</b>
<b>Pupil Transportation, 271</b>			
Wages	637,028	644,954	(7,926)
Benefits	170,664	160,521	10,143
Retirement & FICA	349,641	366,721	(17,080)
Contracted Services	44,150	42,010	2,140
Fleet Insurance	11,200	11,200	-
Vehicle Fuel	91,000	91,000	-
Supplies & Other	38,500	38,500	-
	<b>1,342,183</b>	<b>1,354,906</b>	<b>(12,723)</b>
<b>Athletics, 293</b>			
Salaries	137,447	135,173	2,274
Coaches/Games Workers	192,816	192,816	-
Benefits	17,960	27,977	(10,017)
Retirement & FICA	184,581	190,101	(5,520)
Contracted Coaches/Game Workers	214,560	214,560	-
Contracted Services	91,600	91,600	-
Supplies & Other	30,000	30,000	-
	<b>868,964</b>	<b>882,227</b>	<b>(13,263)</b>
<b>Community Education - Child Care, 351</b>			
Wages	572,788	687,481	(114,693)
Benefits	127,507	123,613	3,894
Retirement & FICA	315,658	395,724	(80,066)
Contracted Staff & Services	558,116	729,345	(171,229)
Supplies & Other	101,580	101,575	5
	<b>1,675,649</b>	<b>2,037,738</b>	<b>(362,089)</b>

**Okemos Public Schools  
General Operating Fund  
2023-24 Proposed Budget Revision**

	2023-24 Original	2023-24 Revised	Impact of Change
<b>Community Education - Recreation/Enrichment, 321</b>			
Wages	44,734	44,734	-
Benefits	23,296	23,296	-
Retirement & FICA	25,002	25,928	(926)
Contracted Staff & Services	203,000	213,000	(10,000)
Supplies & Other	11,000	11,000	-
	307,032	317,958	(10,926)
<b>Community Education - School Readiness, 343x</b>			
Wages	158,031	169,938	(11,907)
Benefits	33,860	26,683	7,177
Retirement & FICA	88,235	97,078	(8,843)
Contracted Staff & Services	142,362	150,238	(7,876)
Supplies & Other	25,466	57,761	(32,295)
	447,954	501,698	(53,744)
<b>Community Education - Senior Center, 391</b>			
Wages	54,631	54,631	-
Benefits	5,391	5,391	-
Retirement & FICA	30,291	31,422	(1,131)
Contracted Staff & Services	27,000	27,000	-
	117,313	118,444	(1,131)
<b>Community Education - Facilities Use, 311</b>			
Wages	10,780	12,126	(1,346)
Benefits	1,259	1,259	-
Retirement & FICA	6,025	7,028	(1,003)
Contracted Staff & Services	45,000	45,000	-
Supplies & Other	1,500	1,500	-
Utilities	53,800	53,800	-
	118,364	120,713	(2,349)
<b>Total Community Services</b>	<b>2,666,312</b>	<b>3,096,551</b>	<b>(430,239)</b>
<b>Total Expenditures</b>	<b>67,554,057</b>	<b>69,979,656</b>	<b>(2,422,092)</b>

**Okemos Public Schools**  
**Proposed Budget Revision Summary**  
**2023-24 Budget Revision #1**

<b>Increased Expenditures/Decreased Revenue</b>	<b>Most Likely</b>
Additional Staff FTE, portions	53,240
Additional SE Paraprofessionals	130,665
Community Education Clerk, reinstated	47,160
Operational Expenditures	150,000
Contracted Staff (subs, classroom aides)	47,040
Workers Compensation Premiums	40,000
Budget Priorities, level 1.5	253,000
Staff Wage Analysis Impact, Community Ed	150,000
Staff Wage Analysis Impact, Others	221,273
	<b>\$1,092,378</b>
<b>Increased Revenue/Decreased Expenditures</b>	<b>Most Likely</b>
Increase in per-pupil Foundation Allowance (+\$92 to \$9608)	461,326
Enrollment (+28.6 blended)	<b>275,087</b>
Increase in Special Education Reimbursement (100%)	<b>117,646</b>
Increased Special Ed Categorical (MDE, 22-23 timing delay)	<b>321,050</b>
Other State Aid Sections	<b>74,725</b>
Net GE impact due to costs offset by grants	<b>343,424</b>
Increase in Special Education Revenue thru ISD	<b>93,000</b>
Interest Income	<b>120,000</b>
Decreased insurance expense MESSA (3.4% vs 4.9%)	<b>28,330</b>
Decreased Salaries & related, staff turnover (17 teachers )	<b>81,026</b>
Decreased Salaries & related, vacancies	<b>120,470</b>
	<b>\$2,036,084</b>
<b>Projected Impact on General Fund Balance</b>	<b>\$943,706</b>
<b>Change in Fund Balance - Proposed Budget</b>	<b>(1,064,943)</b>
<b>Total Impact on General Fund Balance</b>	<b>(\$121,237)</b>

**Fund Balance - as percentage of expenditures**

Audited 6/30/20	\$ 5,248,843	9.8%
Audited 6/30/21	\$ 8,093,308	14.9%
Audited 6/30/22, restated	\$ 8,044,337	13.4%
Audited 6/30/23	\$ 9,922,868	14.6%
Original Budget 6/30/24	\$ 8,403,602	12.4%
Proposed Budget Revision 6/30/24	\$ 9,801,631	14.0%

**OKEMOS PUBLIC SCHOOLS  
CONTRACT OF EMPLOYMENT  
Superintendent**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action found in the minutes of the **Board of Education (Board) of the Okemos Public Schools (District)** meeting held on December 18, 2023, the Board employs John Hood (**Superintendent**) according to the terms and conditions set forth in this Contract.

**Terms**

1. **Duration.** This Contract shall be for a four-and-a half (4½) year period beginning on January 1, 2024, and ending on June 30, 2028, subject to extension and termination as described below. A Contract year runs from July 1 through June 30.

2. **Extension.** The Board, in its sole discretion, may extend the Contract for an additional year upon completion of Superintendent's annual performance evaluation. If an extension occurs, a written amendment executed by the Superintendent and the Board President and Board Secretary shall be executed no later than December 31 of the year in which the Superintendent's annual performance evaluation is completed.

3. **Qualifications.** Superintendent represents that he possesses and will maintain all certificates, approvals, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, and as may be required by law and/or by administrative regulation.

- A. If Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate, and the Board will have no further obligation.
- B. Superintendent shall be permitted to arrange his work hours to complete Section 1246 continuing education requirements if he is otherwise able to perform his duties as Superintendent. Upon submission of supporting documents, the District will reimburse Superintendent for incurred tuition and/or registration fees to complete the continuing education requirements

4. **Duties.** Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board through its policies, regulations, and directives, as well as those duties that may be further established, modified, or amended from time to time by the Board.

- A. Superintendent acknowledges the Board's ultimate authority to determine his duties and related directions.

- B. As the District's chief operating officer, Superintendent will administer the District's instructional, personnel, and business affairs, subject to Board direction.
- C. Superintendent is subject to assignment and transfer to another administrative position of employment in the District at the Board's discretion. In that event, Superintendent's compensation will remain as stated in this Agreement.
- D. Superintendent will apprise the Board of information which may be of importance to its members.
- E. Superintendent will prepare all Board meeting agendas in cooperation with the Board President.
- F. Superintendent will promote good community relations and represent the District in dealing with other organization, school staff, the public, and news media.
- G. Superintendent will prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget.
- H. Superintendent will develop organizational goals in cooperation with the Board and other interested parties and keep the Board informed of progress toward the goals.
- I. Superintendent will devote his full working time and best efforts in the performance of these duties for the District and will not engage in other gainful employment without prior written approval from the Board.
- J. Superintendent may serve as a consultant to other school districts or educational agencies, undertake speaking engagements, teaching, writing, lecturing, or other professional activities of a short-term nature which are not inconsistent with the full performance of his duties as Superintendent. If Superintendent uses vacation time when engaging in such outside activities, Superintendent shall retain any related honoraria. If Superintendent does not use vacation for engaging in such outside activities, any related honoraria shall be remitted to the District. When outside activities are done for private gain, the Board is not responsible for any related expenses.

### **Compensation**

**5. Compensation.** For performance of the duties under this Contract, the Superintendent shall receive a salary of Two Hundred Forty-One Thousand Four Hundred Seventy-Five Dollars (\$241,475.00), prorated during the first year of the contract (January 1, 2024 through June 30, 2024). Thereafter, Superintendent shall receive a salary increase of three percent (3%) for each Contract year. This salary will be remitted on the District's regular payroll.

- A. Superintendent's annual salary shall be paid in twenty-six (26) substantially equal bi-weekly installments beginning with the commencement of the Contract year (July 1 through June 30).

- B. Superintendent's per diem rate is calculated by dividing by 260 the annual base salary only (excluding from this formula any additional pay or benefits).
- C. Upon Superintendent's employment separation from the District during any Contract year, his salary shall be adjusted to reflect payment, on a per diem basis without fringes, for the number of days on which services were rendered during the Contract year. Any amount due Superintendent upon separation shall be remitted by the Board to him as soon as the amount can diligently be determined. Any wage or benefit amount received by Superintendent exceeding days worked during the Contract year shall be deducted from Superintendent's remaining wages. By executing this Contract, Superintendent gives his written consent for such deduction.
- D. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).
- E. The Board retains the right to adjust Superintendent's annual salary during the term of the Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

**6. Longevity Supplement.** As further compensation for performance of duties under this Contract, Superintendent will receive the following additional compensation in a lump sum payment no later than December 31<sup>st</sup> of each Contract year.

- A. \$1,763 beginning with the ninth (9<sup>th</sup>) year of administrative service to the District.
- B. \$3,525 beginning with the tenth (10<sup>th</sup>) year of administrative service to the District.

**7. Annuity.** For the 2024-2025 Contract year, the Board will pay Thirty Thousand Dollars (\$30,000) to Superintendent's deferred annuity program as directed by Superintendent. Thereafter, annuity contribution paid by the Board will increase by one percent (1%) of Superintendent's salary in paragraph 5 for each Contract year. These non-elective employer-paid contributions will be made in pro-rated bi-weekly payments from January 1 through June 30, 2024 for the 2023-2024 school year and thereafter from July 1 through June 30.

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

- A. All items under this Contract's Compensation section are direct compensation for contractual duties performed by the Superintendent's and the District will pay all applicable MPERS contributions on that direct compensation.
- B. If the Michigan Office of Retirement Services (ORS) reimburses the District or Superintendent for contributions made from reportable compensation in this Contract

or any previous employment contract between the District and John Hood, the reimbursed amounts (employer or employee) will be paid to Superintendent through a 403(b)/401(a) plan with no cash option.

- C. If, in any year, the contributions in Paragraph 8.B., when added to the contributions in Paragraph 8.A. exceed the IRC 415(c) limit, the contributions in Paragraph 8.B. will be made in subsequent years.

### **Fringe Benefits**

**9. Insurance.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make medical benefit plan cost payments, premium payments, and representative premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

*Health, Dental, Vision, Long-Term Disability:* Superintendent will receive the same benefits (subject to the same deductibles and co-pays) as provided to unit employees represented by the Association of Okemos Administrators. This contribution, however, shall not be less than the amount needed for compliance with the Publicly Funded Health Insurance Contribution Act, PA 52 of 2011. Superintendent's insurance costs will be paid through payroll deduction.

*Term Life Insurance.* Superintendent will receive term life insurance benefits equal to two (2) times Superintendent's annual salary.

*Cash In Lieu.* Superintendent will receive cash in lieu of insurance at the same rate as provided to unit employees represented by the Association of Okemos Administrators on the conditions that: (1) Superintendent voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the District's business office that Superintendent has other medical health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

10. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverage(s), provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

- A. The Board is not required to remit medical benefit plan cost payments, premium payments, or representative premium payments for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. If an underwriter, policyholder, or third-party administrator declines enrollment of Superintendent or his dependents in the coverage(s) specified above, the Board will undertake reasonable efforts in cooperation with Superintendent to identify alternative insurance plans or coverages in which Superintendent or his eligible dependents may be accepted for enrollment. If accepted for enrollment in such plans, the Board will remit the regular medical benefit plan cost payments, premium payments, and representative premium payments for coverage.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. Superintendent is responsible for completing and submitting all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the required premium payments for the above-described insurance coverages, shall be relieved from all liability as to insurance benefits.

11. ***Errors and Omissions/General Liability Insurance.*** The District will pay the premium amount for errors and omissions coverage and comprehensive general liability coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority.

- A. The aggregate policy limits for errors and omissions coverage shall be not less than \$1,000,000 inclusive of defense costs, charges, and expenses.
- B. The aggregate policy limits for comprehensive general liability insurance shall not be less than \$1,000,000.
- C. Superintendent shall have the right to access copies of insurance policies, documents, claim forms, and related documents.
- D. The terms of the above insurance policies shall control as to Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the above coverage. If that coverage cannot be purchased in the above amounts and/or reasonable premium rates, the Board has the right to discontinue that coverage and shall notify Superintendent. In that event, the Board will, on a case-by-case basis, consider providing legal defense and/or indemnification to Superintendent as authorized by MCL 691.1408 and MCL 380.601a(1)(d).

12. ***Reimbursed Expenses.*** The District shall reimburse Superintendent for all actual, necessary, and reasonable expenses incurred from the performance of his administrative duties, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. Reimbursement will be made upon approval of the Treasurer or the Board after Superintendent's submission of receipts and related expenditure reports. No District funds will be used for reimbursement of alcoholic beverages. Common carrier transportation reimbursement will be at the coach class rate.

13. ***Mileage Reimbursement.*** The District shall reimburse Superintendent at the applicable IRS rate per mile for use of his personal vehicle for school business trips outside the boundaries of the Ingham Intermediate School District. Mileage reimbursement reports must be submitted monthly to the Business Office.

14. **Professional Dues.** The District shall pay Superintendent's dues for membership in the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the District is located. Upon appropriate notice to and approval of the Board, the District will also pay up to Two Thousand Dollars (\$2,000) the reasonable dues and fees necessary to support Superintendent's membership in other national, state, and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as an educational leader of the District.

15. **Professional Growth.** To encourage and foster continued professional growth, Superintendent may attend appropriate professional meetings, conferences, or workshops at the local and state levels, as well as training related to professional development and certification. The District shall pay Superintendent's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself in accordance with Board policy. The District shall budget professional growth costs for at least the MASA Fall and Mid-Winter Conferences. Superintendent may attend appropriate professional meetings at the national level, the expenses of which will be paid by the District only with prior approval from the Board President.

16. **Tuition Reimbursement.** The Board shall reimburse Superintendent for his incurred tuition expenses for the successful completion of up to two (2) graduate-level courses per Contract year. Those courses must be related to Superintendent's responsibilities at the District.

17. **Sick Leave.** Superintendent shall receive ninety (90) paid sick leave days per Contract, pro-rated on actual time worked. Unused sick leave days do not carry over or accumulate. No payment for unused sick leave days will be made upon the Superintendent's separation of employment with the District.

- A. Sick leave days are limited to use for Superintendent's personal illness or injury to attend to the needs of a sick or injured member of Superintendent's immediate family, define as spouse, child, parent, parent-in-law, sibling, or sibling-in-law.
- B. If Superintendent is not able to perform the essential functions of his job due to mental and/or physical inability for an extended time period, the provisions of paragraph 19 (Disability Leave) will apply.

18. **Personal Business Leave.** Superintendent shall receive two (2) paid days per Contract year to conduct personal business which cannot otherwise be conducted during the regular business day. These days do not accumulate from year to year and are not subject to payout.

19. **Medical Examination.** Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent can perform the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job-related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

20. **Disability Leave.** In the event of Superintendent's mental and/or physical inability to perform the essential functions of his job, Superintendent shall be granted an initial leave of ninety (90) workdays for purpose of recovery. Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon using leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) for the leave's necessity.

- A. At the expiration of the initial leave, Superintendent may request an additional ninety (90) workday unpaid leave extension due to the mental and/or physical inability to perform the essential functions of his job, provided that the Board receives a written prognosis and medical certification from Superintendent's health care provider that Superintendent will be able to perform the essential functions of his job at the end of the extended leave. The decision about the extended leave request is at the Board's sole discretion.
- B. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Superintendent, the Board may require a second opinion, at Board expense.
- C. If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension), his employment and this Contract may be terminated at the Board's option. No such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

21. **Vacation.** Superintendent's employment is based on fifty-two (52) weeks of work per Contract year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted paid vacation time of thirty (30) days per Contract year, exclusive of the holidays listed below.

- A. Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's orderly operation.
- B. Superintendent shall provide advance notice to the Board President of vacation or other planned absences of more than three (3) consecutive business days or when Superintendent anticipates being absent from a Board meeting.
- C. Vacation days must be used with the Contract year for which they are made available. Superintendent shall not receive additional compensation for unused vacation days with the Board's approval.
- D. Superintendent's total accumulated vacation days are based on all employment with the District.
- E. Unused vacation days may accumulate beyond the Contract year, but shall not

exceed fifteen (15) days.

- F. Upon Superintendent's voluntary employment separation from the District, Superintendent shall be paid for any unused vacation days at his then-current per diem rate.

22. **Holidays.** Consistent with the District's calendar, Superintendent is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, the Friday before Labor Day (unless school is in session), Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day (unless school is in session) and Memorial Day. If Independence Day, Christmas Day, or New Year's Day are on a Saturday or Sunday, the following Monday is recognized as the holiday unless school is in session on that Monday, in which case the Friday before the named holiday will be recognized as the holiday.

23. **Service Payment.** Upon retirement from the Okemos Public Schools, the Superintendent shall receive a payment totaling One Hundred Dollars (\$100) per service year to the District for up to twenty (20) years. For service years beyond twenty (20), the Superintendent shall receive One Hundred Fifty Dollars (\$150). For purposes of this paragraph, the term "retirement" means separation of all employment with the District and becoming an annuitant of the Michigan Public Schools Employment Retirement System or Social Security or both.

### Conditions

24. **No Tenure in Position.** This Contract does not grant Superintendent continuing tenure in the administrative position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. The Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Michigan Teachers' Tenure Act, shall not be a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

25. **Performance Evaluation.** Superintendent's performance shall be evaluated by the Board at least annually and by December 1<sup>st</sup>. The evaluation process shall comply with Revised School Code Section 1249b (or its successor provision), and Board Policy. Superintendent shall notify the Board by September 1<sup>st</sup> of the need to complete the pending evaluation by the contractual deadline.

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

27. **Nonrenewal.** As required by Revised School Code Section 1229(1), the Board shall provide notice of nonrenewal to the Superintendent at least ninety (90) days before the Contract's expiration. The Board's decision not to continue or renew Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

28. **Termination.** The Board may terminate Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or any material breach of this Contract, or for a reason that is not arbitrary or capricious.

- A. If the Board undertakes to dismiss Superintendent during the term of this Contract, the Board shall provide Superintendent with written notice of the charges and an opportunity for a hearing before the Board.
- B. Superintendent may be represented by legal counsel at the Board hearing, but at his expense. All fees relating to Superintendent's legal counsel are Superintendent's sole responsibility.
- C. If Superintendent's employment is terminated during the term of this Contract, this Contract shall automatically terminate, and the Board shall have no further obligation.
- D. The foregoing standards for termination of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

29. **Arbitration.** If an unreconciled dispute relating to any Contract provision arises during the term of this Contract, the parties agree to submit that dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes administered by, the American Arbitration Association (AAA), except as expressly stated below. This arbitration shall also comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this dispute resolution process include all contractual, statutory, and contractual claims advanced by Superintendent arising from his termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. Accordingly, Superintendent waives the right to adjudicate those claims in a judicial forum and instead opts to arbitrate those claims.
- B. Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and AAA costs, the parties expressly state their intent that the arbitrator's fees and costs imposed through the American Arbitration Association shall be shared equally by the Board and Superintendent.
- C. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's termination or after the party filing for arbitration knows or should have known of the alleged Contract breach.
- D. Michigan law shall govern the interpretation of this Contract.

- E. The sole and exclusive remedy shall be monetary damages for any alleged Contract breach. No equitable relief of any kind, including reinstatement, may be issued for Contract breach.
- F. The scope of the arbitrator's authority is limited exclusively to whether a Contract breach occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach.
- G. The arbitrator's Decision and Award shall be final and binding, and judgment thereon may be entered in the Ingham County Circuit Court.

30. **Limitations.** Superintendent agrees that any claim or suit arising from Superintendent's employment with the Board must be filed no more than six (6) months after the date of the action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising from any such action may be longer than six (6) months but agrees to be bound by this Contract's six (6) month period of limitation and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have commenced.

31. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and Superintendent as to Superintendent's employment with the District. Any representation, promise, contract, or understanding, written or oral, not in this Contract, have no effect.

- A. Any prior agreement (written or oral) about the terms of this Contract is cancelled and superseded by this Contract.
- B. No change or modification of this Contract is valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by Superintendent and the Board President and Board Secretary.

C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract.

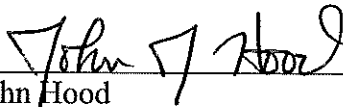
32. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without that provision(s).

33. **Applicable Law.** This Contract shall be governed by and interpreted in accordance with Michigan law.

34. **Authorization.** This Contract is executed on behalf of the Okemos Public Schools Board of Education pursuant to the authority contained in the Board motion adopted on December 18, 2023, the same being incorporated by reference.

**Superintendent**

Date: December 19, 2023

  
\_\_\_\_\_  
John Hood

**Okemos Board of Education**

Date: December 21, 2023

  
\_\_\_\_\_  
Mary Gebara, Board President

Date: December 22, 2023

  
\_\_\_\_\_  
Jayme Taylor, Board Secretary