



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
July 14, 2025 - 7:00 PM
Board Room
509 Burcham Drive
East Lansing, Michigan 48823



Agenda

I. Opening of Meeting

A. *Call to Order*

B. *Roll Call*

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

D. *Approval of Agenda*

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

E. **Approval of Minutes**

Motion: I move that the Board of Education approve the minutes of the following meetings, as presented.

1. June 23, 2025, regular meeting

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East Lansing Public Schools
Regular Meeting
Monday, June 23, 2025 7:30 PM Eastern

Board Room
509 Burcham Drive
East Lansing, Michigan 48823

I. Opening of Meeting

I.A. Call to Order

Vice President Elizabeth Lyons called the meeting to order at 7:32 pm.

I.B. Roll Call

Dr. Terah Chambers:	Absent
Dr. Kath Edsall:	Present
Ms. Tali Faris-Hylen:	Present
Dr. Elizabeth Lyons:	Present
Mr. Chris Martin:	Present – Arrived at 7:48 pm
Dr. Estrella Torrez:	Present
Ms. Abbie Tykocki:	Present
Superintendent Dori Leyko	Present

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

Trustee Tykocki read the mission statement.

I.D. Approval of Agenda

Motion: 24-25/126: I move that the Board of Education approve the agenda of the June 23, 2025, regular meeting as presented.

This motion, made by Ms. Abbie Tykocki and seconded by Dr. Estrella Torrez, Passed.

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

Aye: 5, Nay: 0, Absent: 2

I.E. Approval of Minutes

Motion: 24-25/127: I move that the Board of Education approve the minutes for the following minutes as presented.

- I.E.1. June 9, 2025, goal-setting session
- I.E.2. June 9, 2025, regular meeting
- I.E.3. June 9, 2025, closed session

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

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

Aye: 5, Nay: 0, Absent: 2

II. Recognition

No Recognition to report.

III. Superintendent's Report

Click [here](#) for New Administration and High School Addition update.

Discussion followed.

IV. Consent Agenda

Motion: 24-25/128: I move to approve the consent agenda to include the following item:

IV.A. New Hires

IV.A.1. Hiring of **Rebecca Bishop** - 1.0 FTE Health and Physical Education Teacher at East Lansing High School at MA Step 10 effective the start of the 25/26 School Year.

IV.A.2. Hiring of **Lisa Rodriguez** - 1.0 FTE Resource Room Teacher at Red Cedar Elementary School at MA Step 16 effective the start of the 25/26 School Year.

IV.A.3. Hiring of **Joshua Baars** - 1.0 FTE 6th Grade Social Studies Teacher at MacDonald Middle School at BA Step 3 effective the start of the 25/26 School Year.

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

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

Aye: 5, Nay: 0, Absent: 2

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.

- Molly Szpunar – Safety and Academic Performance at MMS
- Jessica Kauppi – 6th grade Mathematic Instruction and Safety Protocols

VI. Board Discussion

Superintendent Leyko is happy to meet with anyone to discuss their concerns.

VII. Action Items

VII.A. 2024-25 Final Budget Revision

VII.A.1. **General Fund**

Motion: 24-25/129: I move that the Board of Education adopt the 2024-25 Final Budget Revision resolution for the General Fund, as presented on pages 5-6 of the Budget Book.

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

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

Aye: 6, Nay: 0, Absent: 1

VII.A.2. Food Service Fund

Motion: 24-25/130: I move that the Board of Education adopt the 2024-25 Final Budget Revision resolution for the Food Service Fund, as presented on page 7 of the Budget Book.

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

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

Aye: 6, Nay: 0, Absent: 1

VII.A.3. Student/School Activity Fund

Motion: 24-25/131: I move that the Board of Education adopt the 2024-25 Final Budget Revision resolution for the Student/School Activity Fund, as presented on page 8 of the Budget Book.

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

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

Aye: 6, Nay: 0, Absent: 1

VII.B. Award Bids for Safety, Security, and Accessibility Bond Bid Package #3 High School Addition

Motion: 24-25/132: I move that the Board of Education award the following bids related to the High School Addition as follows:

• Category 01 Commissioning- Pro-MEC Engineering	\$ 8,500
• Category 04 Masonry- Schiffer Mason Contractor	\$ 582,000
• Category 07 Roofing- Great Lakes Systems	\$ 249,080
• Category 11 Painting- Vork Brother Painting	\$ 39,900
• Category 33 Asphalt Paving- Michigan Paving & Materials	\$ 87,190
Total	\$ 966,670

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

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

Aye: 6, Nay: 0, Absent: 1

VIII. Superintendent Evaluation

VIII.A. Closed Session

Motion: 24-25/133: I move that the Board of Education meet in closed session for discussion related to the Superintendent's Evaluation as permitted by Section 8(a) of the Michigan Open Meetings Act.

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

Roll Call Vote

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

Aye: 6, Nay: 0, Absent: 1

The Board went into closed session at 8:02 pm.

The Board returned to open session at 9:44 pm.

IX. Superintendent Evaluation Rating

Motion: 24-25/134: I move that the Board of Education award Superintendent Leyko an Effective rating per the Superintendent Evaluation.

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

Trustee Edsall commented:

- Effective is now the highest rating, whereas Highly Effective was the highest rating in the past but the change in the law and tools, her Effective rating is equivalent to the Highly Effective in past evaluations.

President Chris Martin commented:

- The Board had productive things to say with constructive feedback.
- The Board was really impressed by the Superintendent's growth over the past few years in a number of areas. Some areas that came up multiple times were the Superintendent's approachability; outgoingness in the community being at different events supporting the district during the school day and outside the school day.
- The Board was pleased with the student growth metrics they reviewed. Understand that it's a work in progress and can change in a year, but feel like things are going in a really positive direction.
- Superintendent Leyko has taken tremendous effort to address the goals that they've come up with as a leadership team between the Board and the Administrators. She was able to document the growth the 25+ goals that the Board gave her to work toward. It was a huge effort on her part over the past couple of years and even before that. It was also a heavy lift to also document all of that for the Board to review.
- The Board identified some areas where they could see some growth in coming years. Communication with all stakeholder groups, establishing certain protocols for

communication with the Board; just making sure that the things we feel good about today continue to be positive things. Continue to see growth as we look ahead because certainly hope that Superintendent Leyko is a part of our district for a long time.

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

Aye: 6, Nay: 0, Absent: 1

X. Committee Reports

X.A. Academic and Technology Committee

No report.

X.B. Facilities Committee

From Billy Hastings:

Spring recap

- normal maintenance for grounds
- made it through spring sports

Summer actions

- replacing domestic hot water heaters (2 bids back and are waiting on a 3rd)
- Filter first material is here and installs have started and will apply for another grant in this as well to move further
- lots of painting to be cleaned up at middle school
- painting classrooms
- purchasing a riding rider for athletic fields from St. John's schools
- plantings

From Nikki Norris:

Spring in review

- hosted a lot of events- soccer districts, girls lacrosse regionals and state semifinals, baseball districts and baseball regional semifinals
- MMS sports and city vs. school hosting
- Summer track and tennis court hours Track is 7 am – 5 pm M-F summer Tennis courts are open; have not really been locking them on night and weekends
- football and youth track, lots of tennis camps

Summer actions

- rebuilding shotput track this summer

Future actions

- Facilities tour- schedule in August

X.C. Finance Committee

No report.

X.D. Intergovernmental Relations
No report.

X.E. Personnel Committee
No report. Will be scheduling a meeting soon.

X.F. Policy Committee
Next meeting is July 7. Will be discussing Policy updates received from Thrun.

X.G. Ingham School Officers Association (ISOA)
No report. Will meet again in the fall.

XI. Announcements

XI.A. The next regular scheduled meeting of the Board of Education is July 14, 2025.

XII. Adjournment

The meeting adjourned at 9:44 pm.

President

Secretary

2. June 23, 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:

A. Human Resource Action Item - Updated

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.

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. Administrator, Supervisor, and Exempt-at-will employee contracts from9 July 1, 2025, to June 30, 2027

Motion: 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.



MEMORANDUM

TO: ELPS Board of Education

FROM: Dori Leyko, Superintendent

SUBJECT: Action Item – Administrator, Supervisor, and Exempt-at-will employee contracts from July 1, 2025, to June 30, 2027

DATE: July 14, 2025

Recommendation:

It is recommended 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.

Background:

Attached are the two-year employee contracts for administrators (building-level and central office), supervisors, and exempt-at-will employees. All above-mentioned current employee contracts expire on June 30, 2025.

Proposed Updates:

- All contracts have been updated for the New Earned Sick Time Act (ESTA) language as required by law and to align with approved Board policy, and
- Insurance updates to available plans to include an increase in HSA contributions to be 70% of the annual approved IRS high-deductible-health-plan minimum deductibles from the current \$1,000 single/\$2,000 family amounts.

Central Office Administrators

- 3% annual salary increase for each year.
- Increase annuity amount from \$6,000-\$7,000-\$8,000 to \$8,000-\$9,000-\$10,000 with the annuity beginning after the first year of employment at ELPS.
- Allow for biennial evaluations if the criteria are met.
- Change all references for “Highly Effective” to “Effective” to align with the new law eliminating the “Highly Effective” rating.

Building Administrators

- 3% to 5% annual salary increase for each year to reduce the salary gap between individuals in the same roles.
- Reduction of workdays from 224 to 216 days to align with other local districts.
- Allow for biennial evaluations if the criteria are met.
- Change all references for “Highly Effective” to “Effective” to align with the new law eliminating the “Highly Effective” rating.

Supervisors and Exempt-At-Will employees.

- 3% - 5% annual salary increase for each year based on supervisor recommendation.

The total estimated two-year cost increase of these employee contracts is:

- Central Office and Building Administratorsⁱ \$274,887 (inclusive of 35% for MPSERS and FICA, where applicable).
- Supervisors and exempt at-will employees \$67,713 (inclusive of 35% for MPSERS and FICA).

Per Board Policy 4206, non-exempt (hourly) employee agreements will be executed by the Superintendent. The non-exempt, at-will, employee groups are grounds, maintenance, courier, technology, central office support staff, and lunch monitors. The percentage wage increases for these groups over the next two years are:

- Grounds, maintenance, courier- 5% each year,
- Technology, central office support- range from 4%-10% for each year,
- Lunch monitors – Rates for 2025-26 increased for years of service are as follows: \$15, \$16, and \$17 per hour for 0-2 years, 3-4 years, and 5+ years, respectively.
- All other non-exempt employees ranged from 3% to 5%.

The total estimated two-year cost increase for non-exempt employeesⁱⁱ is \$396,231 (inclusive of 35% for MPSERS and FICA).

ⁱ Savings from position reduction or retiring staff training costs are not included.

ⁱⁱ Increase includes the addition of safety team members at MacDonald Middle School.

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Amy Martin (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Middle School Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Thirty-Two Thousand, One Hundred Sixty-Four dollars (\$132,164) for Contract year 2025-2026 and One Hundred Thirty-Six Thousand, One Hundred Twenty-Nine dollars (\$136,129) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of Middle School Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

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It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Amy Webster (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Robert L Green Elementary Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Twenty-Three Thousand, Six Hundred Twenty-Eight dollars (\$123,628) for Contract year 2025-2026 and One Hundred Twenty-Eight Thousand, Five Hundred Seventy-Three dollars (\$128,573) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of Robert L Green Elementary Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

- 1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
- 2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
- 3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

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It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Ashley Schwarzbek (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said High School Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Thirty-Five Thousand, Seven Hundred Ninety-Five dollars (\$135,795) for Contract year 2025-2026 and One Hundred Thirty-Nine Thousand, Eight Hundred Sixty-Nine dollars (\$139,869) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of High School Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Billy Hastings (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Operations for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

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

B. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Director also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

D. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Fifteen Thousand, Two Hundred Ninety-Three dollars (\$115,293) for Contract year 2025-26 and One Hundred Eighteen Thousand, Seven Hundred Fifty-Two dollars (\$118,752) for Contract Year 2026-27.

If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive a compensation increase for Contract year 2025-26 and 2026-27, if the Director's subsequent year's evaluation rating is other than Effective.

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

The Board hereby retains the right to adjust the annual salary of the Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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

1 to 5 years of service	\$8,000
6 to 10 years of service	\$9,000
11 or more years of service	\$10,000

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

week. Any amounts due the Director upon separation shall be remitted by the Board to their as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks. The Director'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.

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

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

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

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

F. EVALUATION

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

G. TERMINATION

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

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

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

H. SUSPENSION

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

I. DISABILITY or INCAPACITY

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

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

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

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

Prior to the resumption of duty after an unpaid leave of absence for a serious health condition, the Director shall provide to the Board a fitness for duty certification from the Director's health care

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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.

J. TENURE

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

K. OUTSIDE ACTIVITIES

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

L. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

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

M. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

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The Employer will make premium contributions, 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.

N. 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.

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 Addendum A, 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 Director 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 Director 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

P. EARNED SICK TIME (EST) LEAVE

1. Director will receive 12 days (96 hours) of earned sick time per school year, if working full time per contract year. Director will receive 6 days (48 hours) of earned sick time per school year, if working part time per contract year. If the Director works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.

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2. The Director may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Director is hired after the contract year begins or is a part-time Director, a prorated amount will be made available to the Director.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Directors' Earned Sick Time leave bank.
5. A Director 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 Director's final paycheck, to the extent permitted by law.
6. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Director must use time off in ½ day increments.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. The Director 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
9. Director may use earned sick time for the following reasons:
 - a. the Director's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Director's mental or physical illness, injury, or health condition; or preventative medical care for the Director;
 - b. for the Director's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Director's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Director;
 - c. if the Director or the Director'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;

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- 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 Director's place of business by order of a public official due to a public health emergency, for an Director'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 Director's or Director's family member's presence in the community would jeopardize the health of others because of the Director's or family member's exposure to a communicable disease, whether or not the Director or family member has actually contracted the communicable disease.
10. A Director 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 Director and the Director's supervisor may decide the notice frequency for the continued illness or disability.
11. If Director's need to use leave is foreseeable, the Director must provide notice to the District of the Director's intent to use earned sick time at least 7 days prior to the date leave is to begin.
12. For leave of more than five (5) consecutive days, upon District request, the eligible Director must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
13. A Director who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
14. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

Q. PERSONAL BUSINESS DAYS

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

R. BEREAVEMENT LEAVE

The Director 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 Director's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be

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charged against Director's earned sick time leave/vacation allowance.

S. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Director's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When a Director is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Director's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the Director 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 Director is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Director against the district or in which the Director is testifying against the district.

T. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Director's earned sick time leave/vacation allowance.

U. WORK INJURY

Any medical appointments related to the Director's on-the-job injury will not be charged against Director's earned sick time leave/vacation allowance.

V. REIMBURSEMENT

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

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W. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000.

1. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

X. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

Y. SEVERABILITY PROVISION

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

Z. LIMITATIONS

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

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

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

_____ By: _____
Date Director

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

ADDENDUM A

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

HEALTH INSURANCE

The Director 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 Director and their 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. Should the Director select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Director elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Director shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Director elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Director (self-only or family coverage). The Board's contribution shall be deposited into the Director's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Director does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Director signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Director, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Director with an insured income continuation plan for disability extending the Director's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

PROFESSIONAL DEVELOPMENT

Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

RETIREMENT/RESIGNATION

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

PAID HOLIDAYS

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

CONTRACT

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Christian Palasty (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Technology for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

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

B. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Director also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

D. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Thirty-One Thousand, Three Hundred Twenty-Five dollars (\$131,325) for Contract year 2025-26 and One Hundred Thirty-Five Thousand, Two Hundred Sixty-Five dollars (\$135,265) for Contract Year 2026-27.

If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive a compensation increase for Contract year 2025-26 and 2026-27, if the Director's subsequent year's evaluation rating is other than Effective.

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

The Board hereby retains the right to adjust the annual salary of the Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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

1 to 5 years of service	\$8,000
6 to 10 years of service	\$9,000
11 or more years of service	\$10,000

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

week. Any amounts due the Director upon separation shall be remitted by the Board to their as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks. The Director'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.

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

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

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

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

F. EVALUATION

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

G. TERMINATION

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

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

H. SUSPENSION

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

I. DISABILITY or INCAPACITY

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

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

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

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

Prior to the resumption of duty after an unpaid leave of absence for a serious health condition, the Director shall provide to the Board a fitness for duty certification from the Director's health care

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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.

J. TENURE

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

K. OUTSIDE ACTIVITIES

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

L. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

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

M. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

The Employer will make premium contributions, 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.

N. 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.

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 Addendum A, 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 Director 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 Director 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

P. EARNED SICK TIME (EST) LEAVE

1. Director will receive 12 days (96 hours) of earned sick time per school year, if working full time per contract year. Director will receive 6 days (48 hours) of earned sick time per school year, if working part time per contract year. If the Director works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

2. The Director may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Director is hired after the contract year begins or is a part-time Director, a prorated amount will be made available to the Director.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Directors' Earned Sick Time leave bank.
5. A Director 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 Director's final paycheck, to the extent permitted by law.
6. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Director must use time off in ½ day increments.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. The Director 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
9. Director may use earned sick time for the following reasons:
 - a. the Director's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Director's mental or physical illness, injury, or health condition; or preventative medical care for the Director;
 - b. for the Director's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Director's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Director;
 - c. if the Director or the Director'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;

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

- 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 Director's place of business by order of a public official due to a public health emergency, for an Director'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 Director's or Director's family member's presence in the community would jeopardize the health of others because of the Director's or family member's exposure to a communicable disease, whether or not the Director or family member has actually contracted the communicable disease.
10. A Director 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 Director and the Director's supervisor may decide the notice frequency for the continued illness or disability.
11. If Director's need to use leave is foreseeable, the Director must provide notice to the District of the Director's intent to use earned sick time at least 7 days prior to the date leave is to begin.
12. For leave of more than five (5) consecutive days, upon District request, the eligible Director must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
13. A Director who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
14. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

Q. PERSONAL BUSINESS DAYS

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

R. BEREAVEMENT LEAVE

The Director 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 Director's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

charged against Director's earned sick time leave/vacation allowance.

S. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Director's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When a Director is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Director's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the Director 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 Director is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Director against the district or in which the Director is testifying against the district.

T. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Director's earned sick time leave/vacation allowance.

U. WORK INJURY

Any medical appointments related to the Director's on-the-job injury will not be charged against Director's earned sick time leave/vacation allowance.

V. REIMBURSEMENT

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

W. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000.

1. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

X. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

Y. SEVERABILITY PROVISION

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

Z. LIMITATIONS

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

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

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

_____ By: _____
Date Director

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

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The Director 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 Director and their 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. Should the Director select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Director elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Director shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

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CASH-IN-LIEU (CIL)

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The Board shall provide, at no cost to the Director, the MESSA Vision Services Plan 3 (VSP-3).

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

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RETIREMENT/RESIGNATION

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

PAID HOLIDAYS

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

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 Dorcas Prater-Shumake (*hereinafter* "Supervisor") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Dean for Student Success for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

B. QUALIFICATIONS

The Supervisor represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Supervisor also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Supervisor fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

1. The Supervisor agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.
2. The Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto.
3. The Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the

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educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Supervisor 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.

1. The parties agree that the Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.
2. Upon separation of the Supervisor during the term of this Contract, the Supervisor's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Supervisor. For purposes of administering this provision, a week shall be regarded as having been worked if the Supervisor performed any work within that week.
3. Any amounts due to the Supervisor upon separation shall be remitted by the Board to them as soon as such amounts can diligently be determined and paid.
4. Any amounts received by the Supervisor in excess of weeks worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages.
5. The Supervisor, by executing this Contract, hereby gives written consent for such deduction.
6. 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 separation from employment. If not repaid in this manner, the Supervisor agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor'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.

F. EVALUATION

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

G. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate 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.

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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, of which decision is discretionary with the Board.

H. DISABILITY or INCAPACITY

In the event that 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 District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, 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.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Supervisor shall provide to the Board a fitness for duty certification from Supervisor'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.

I. TENURE

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

J. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Supervisor and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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:

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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.

K. 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.

L. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

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

M. EARNED SICK TIME (EST) LEAVE

1. The Supervisor will receive 10 days (80 hours) of earned sick time per school year, if working full time per contract year. Supervisor will receive 5 days (40 hours) of earned sick time per school year, if working part time per contract year. If the Supervisor works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.
2. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.

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3. If the Supervisor is hired after the contract year begins or is a part-time Supervisor, a prorated amount will be made available to the Supervisor.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisors' Earned Sick Time leave bank.
5. A Supervisor 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 Supervisor's final paycheck, to the extent permitted by law.
6. Earned Sick Time can 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.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. 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 District'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 an 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

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has been determined by the health authorities having jurisdiction or by a health care provider that the Supervisor's or Supervisor's 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, whether or not the Supervisor or family member has actually contracted the communicable disease.

9. A Supervisor 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 Supervisor and the Supervisor's supervisor may decide the notice frequency for the continued illness or disability.
10. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the District of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
11. For leave of more than five (5) consecutive days, upon District request, the eligible Supervisor must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
12. 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.
13. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

N. PERSONAL BUSINESS DAYS

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

O. 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, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Supervisor's earned sick time leave/vacation allowance.

P. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Supervisor's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. 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.

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- b. On days in which the employee is required to report for jury service, they are 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 Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Supervisor against the district or in which the Supervisor is testifying against the district.

Q. PROFESSIONAL DEVELOPMENT/CONFERENCES

- 1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
- 2. Attendance at a work-related professional development activities or conferences will not be charged against the Supervisor's earned sick time leave/vacation allowance.

R. 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. The Supervisor shall be required to present an itemized accounting of their reasonable and necessary expenses.

S. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

- 1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
- 2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Supervisor and the President and Secretary of the Board.
- 3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

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T. SEVERABILITY PROVISION

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

U. LIMITATIONS

The Supervisor agrees that any claim or suit arising out of Supervisor's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. 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 extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

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

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

_____ By: _____
Date Employee

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

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 their 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. Should the Supervisor select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Supervisor elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Supervisor shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Supervisor elects to enroll in a High Deductible Health Plan (HDHP), the Board 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). The Board's contribution shall be deposited into the Supervisor's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

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 district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Supervisor with an insured income continuation plan for disability extending the Supervisor's income from the tenth (10th) working day following the exhaustion of sick days and

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continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

RETIREMENT/RESIGNATION

If the Supervisor retires or resigns in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$55 per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed Five Thousand dollars (\$5,000). To qualify, the Supervisor must have a minimum of ten (10) years of service with the district.

CONTRACT

CONTRACT OF EMPLOYMENT

District Mental Health Supervisor

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Heather Findley (*hereinafter* "Supervisor") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said District Mental Health Supervisor for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

B. QUALIFICATIONS

The Supervisor represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Supervisor also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Supervisor fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

1. The Supervisor agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.
2. The Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto.
3. The Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the

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educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Supervisor 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.

1. The parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.
2. Upon separation of the Supervisor during the term of this Contract, the Supervisor's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Supervisor. For purposes of administering this provision, a week shall be regarded as having been worked if the Supervisor performed any work within that week.
3. Any amounts due the Supervisor upon separation shall be remitted by the Board to them as soon as such amounts can diligently be determined and paid.
4. Any amounts received by the Supervisor in excess of weeks worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages.
5. The Supervisor, by executing this Contract, hereby gives written consent for such deduction.
6. 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 separation from employment. If not repaid in this manner, the Supervisor agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor'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.

F. FLEX DAYS

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

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

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

G. EVALUATION

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

H. TERMINATION

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

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

I. DISABILITY or INCAPACITY

In the event of 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 District'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.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Supervisor shall provide to the Board a fitness for duty certification from the Supervisor's health

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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.

J. TENURE

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

K. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Supervisor and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

L. 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.

M. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

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.

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3. The Supervisor 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

N. EARNED SICK TIME (EST) LEAVE

1. The Supervisor will receive 10 days (80 hours) of earned sick time per school year, if working full time per contract year. The Supervisor will receive 5 days (40 hours) of earned sick time per school year, if working part time per contract year. If the Supervisor works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.
2. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Supervisor is hired after the contract year begins or is a part-time Supervisor, a prorated amount will be made available to the Supervisor.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisors' Earned Sick Time leave bank.
5. A Supervisor 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 Supervisor's final paycheck, to the extent permitted by law.
6. Earned Sick Time can 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.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. 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 District'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;

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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's or Supervisor's 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, whether or not the Supervisor or family member has actually contracted the communicable disease.
9. A Supervisor 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 Supervisor and the Supervisor's supervisor may decide the notice frequency for the continued illness or disability.
10. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the District of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
11. For leave of more than five (5) consecutive days, upon District request, the eligible Supervisor must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
12. 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.

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13. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

O. PERSONAL BUSINESS DAYS

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

P. 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, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Supervisor's earned sick time leave/vacation allowance.

Q. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Supervisor's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. 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.
 - b. On days in which the employee is required to report for jury service, they are 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 the Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Supervisor against the district or in which the Supervisor is testifying against the district.

R. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against the Supervisor's earned sick time leave/vacation allowance.

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S. 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. The Supervisor shall be required to present an itemized accounting of their reasonable and necessary expenses.

T. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Supervisor and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

U. SEVERABILITY PROVISION

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

V. 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 extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

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

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

Date By: _____
Employee

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

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 their 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. Should the Supervisor select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Supervisor elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Supervisor shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Supervisor elects to enroll in a High Deductible Health Plan (HDHP), the Board 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). The Board's contribution shall be deposited into the Supervisor's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

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 district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

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

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SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Supervisor with an insured income continuation plan for disability extending the Supervisor's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

RETIREMENT/RESIGNATION

If the Supervisor retires or resigns in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$55 per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed Five Thousand dollars (\$5,000). To qualify, the Supervisor must have a minimum of ten (10) years of service with the district.

PAID HOLIDAYS

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

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SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Jeffrey Lampi (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said High School Associate Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Two Thousand, Two Hundred One dollars (\$102,201) for Contract year 2025-2026 and One Hundred Seven Thousand, Three Hundred Eleven dollars (\$107,311) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of High School Associate Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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SCHOOL ADMINISTRATOR

2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

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SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and John Atkinson (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Middle School Associate Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Twenty-Two Thousand, Eighty-Eight dollars (\$122,088) for Contract year 2025-2026 and One Hundred Twenty-Five Thousand, Seven Hundred Fifty-One dollars (\$125,751) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of Middle School Associate Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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SCHOOL ADMINISTRATOR

1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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SCHOOL ADMINISTRATOR

TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

EAST LANSING PUBLIC SCHOOLS

AT-WILL CONTRACT

WAGE, BENEFITS AND CONDITIONS

July 1, 2025 – June 30, 2027

A. TITLE AND STATUS

East Lansing Public Schools (“Employer”) hires Jose Arceo (“Employee”) with the title Supervisor of Grounds as an at-will employee, according to the terms and conditions below. These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer or by the Employee 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 Employee’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Employee understands and agrees that their employment with the Employer is at-will. This means that either the Employee or the Employer may terminate the employment relationship at any time, with or without cause or notice. Nothing in this agreement, or any other document or statement, shall be construed to limit the Employer’s right to terminate the Employee’s employment at any time for any reason or no reason, subject only to applicable law.

B. WAGE

The Employee shall be paid at an annual salary rate 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.

C. 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. Overtime will be paid only when required and approved, in advance, by the Employee’s supervisor. Hours will be paid for time in excess of 40 hours per week that the employee is actively performing work.

D. 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 will be initiated by the Employee or the Employee’s supervisor, with final approval by the Superintendent or designee necessary to make a change.

E. EVALUATION

The Employee’s performance shall be evaluated by the Supervisor or designee in writing, not later than June 30th of designated evaluation year.

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F. EARNED SICK TIME (EST) LEAVE

Employee will receive 12 days (96 hours) of earned sick time per school year, if working a full school year. The 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 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 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 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. 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

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- 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.
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.

G. 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.

H. 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 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

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to report to work.

3. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
4. 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.

I. WORK TRAININGS/CONFERENCES

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

J. 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 from the Employee's supervisor.

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 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.

K. HOLIDAYS

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day) New Year's Eve, 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.

L. ON CALL DUTY

Employees scheduled for on-call duty will be compensated as follows:

1. Period from the third Friday of April to the third Friday of October – \$ 50 stipend per weekend plus the Employee's hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

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2. Period from the third Friday of October to the third Friday of April – \$ 20 stipend per day plus the Employee’s hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

M. VACATION LEAVE

Employee shall receive twenty-five (25) vacation days per Contract year. 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 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 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 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 two (2) 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 PROGRAMS

To receive employee earned benefits, 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 Employee that works less than 17.5 hours per week is not eligible for the following earned benefits.

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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.

P. EMPLOYEE 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.
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.

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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 bargaining unit member, the MESSA Vision Services Plan 3 (VSP-3).

Q. RETIREMENT LEAVE BENEFITS

Upon retirement, the 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 earned 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.

R. 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.

S. RETIREMENT PLAN

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

T. 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, 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.

U. 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).

V. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

W. COUNTERPART SIGNATURES

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

Employee Signature

Date

Superintendent Signature

Date

Chief Human Resources Officer Signature

Date

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Josh Robertson (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Marble Elementary Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Seventeen Thousand, Seven Hundred Forty dollars (\$117,740) for Contract year 2025-2026 and One Hundred Twenty-Two Thousand, Four Hundred Fifty dollars (\$122,450) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of Marble Elementary Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

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It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Justyne Richardson (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Glencairn Elementary Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Eight Thousand, One Hundred Fifty dollars (\$108,150) for Contract year 2025-2026 and One Hundred Thirteen Thousand, Five Hundred Fifty-Eight dollars (\$113,558) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of Glencairn Elementary Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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SCHOOL ADMINISTRATOR

P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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SCHOOL ADMINISTRATOR

T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

EAST LANSING PUBLIC SCHOOLS

AT-WILL CONTRACT

WAGE, BENEFITS AND CONDITIONS

July 1, 2025 – June 30, 2027

A. TITLE AND STATUS

East Lansing Public Schools (“Employer”) hires Kali Stevens (“Employee”) with the title Instructional Design Specialist as an at-will employee, according to the terms and conditions below. These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer or by the Employee 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 Employee understands and agrees that their employment with the Employer is at-will. This means that either the Employee or the Employer may terminate the employment relationship at any time, with or without cause or notice. Nothing in this agreement, or any other document or statement, shall be construed to limit the Employer’s right to terminate the Employee’s employment at any time for any reason or no reason, subject only to applicable law.

B. WAGE

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. 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. Overtime will be paid only when required and approved, in advance, by the Employee’s supervisor. Hours will be paid for time in excess of 40 hours per week that the employee is actively performing work.

D. 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.

E. EVALUATION

The Employee’s performance shall be evaluated by the Supervisor or designee in writing, not later than June 30th of designated evaluation year.

F. EARNED SICK TIME (EST) LEAVE

The Employee will receive 12 days (96 hours) of earned sick time per school year, if working a full school year. Employee may access and use Earned Sick Time before it is earned through actual hours worked.

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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 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 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:
 - 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

CONTRACT OF EMPLOYMENT

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.
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.

G. 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.

H. 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 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 the employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.

CONTRACT OF EMPLOYMENT

I. WORK TRAININGS/CONFERENCES

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

J. 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.

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 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.

K. 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.

L. 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 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 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.

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M. 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 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 two (2) 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.

N. INSURANCE PROGRAMS

To receive employee 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 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.

O. EMPLOYEE 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.

CONTRACT OF EMPLOYMENT

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.
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 bargaining unit member, the MESSA Vision Services Plan 3 (VSP-3).

P. 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.

CONTRACT OF EMPLOYMENT

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

Q. 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.

R. RETIREMENT PLAN

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

S. 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, 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.

T. 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).

U. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

V. COUNTERPART SIGNATURES

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

Employee Signature and Date

Superintendent Signature and Date

Chief Human Resources Officer Signature and Date

EAST LANSING PUBLIC SCHOOLS

AT-WILL CONTRACT

WAGE, BENEFITS AND CONDITIONS

July 1, 2025 – June 30, 2027

A. TITLE AND STATUS

East Lansing Public Schools (“Employer”) hires Kara Wall (“Employee”) with the title Payroll Manager as an at-will employee, according to the terms and conditions below. These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer or by the Employee 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 Employee understands and agrees that their employment with the Employer is at-will. This means that either the Employee or the Employer may terminate the employment relationship at any time, with or without cause or notice. Nothing in this agreement, or any other document or statement, shall be construed to limit the Employer’s right to terminate the Employee’s employment at any time for any reason or no reason, subject only to applicable law.

B. WAGE

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. 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. Overtime will be paid only when required and approved, in advance, by the Employee’s supervisor. Hours will be paid for time in excess of 40 hours per week that the employee is actively performing work.

D. 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.

E. EVALUATION

The Employee’s performance shall be evaluated by the Supervisor or designee in writing, not later than June 30th of designated evaluation year.

F. EARNED SICK TIME (EST) LEAVE

The Employee will receive 12 days (96 hours) of earned sick time per school year, if working a full school year. Employee may access and use Earned Sick Time before it is earned through actual hours worked.

CONTRACT OF EMPLOYMENT

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 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 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:
 - 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

CONTRACT OF EMPLOYMENT

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.
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.

G. 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.

H. 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 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 the employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.

CONTRACT OF EMPLOYMENT

I. WORK TRAININGS/CONFERENCES

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

J. 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.

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 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.

K. 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.

L. 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 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 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.

CONTRACT OF EMPLOYMENT

M. 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 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 two (2) 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.

N. INSURANCE PROGRAMS

To receive employee 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 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.

O. EMPLOYEE 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.

CONTRACT OF EMPLOYMENT

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.
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 bargaining unit member, the MESSA Vision Services Plan 3 (VSP-3).

P. 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.

CONTRACT OF EMPLOYMENT

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

Q. 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.

R. RETIREMENT PLAN

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

S. 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, 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.

T. 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).

U. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

V. COUNTERPART SIGNATURES

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

Employee Signature and Date

Superintendent Signature and Date

Chief Human Resources Officer Signature and Date

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR PART-TIME ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and **Kludia Burton** (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said **Director of Equity and Inclusion** for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

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

B. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Director also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

2. The Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto.
3. The Director agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

2025-26 Contract Year

- The Director shall be paid at the annual salary rate (full-time) of One Hundred Fourteen Thousand, One Hundred Ninety-Five dollars (**\$114,195**) for the period of **July 1, 2025 to August 22, 2025** (39 of 260 days). The amount paid to Director will be prorated and proportionate to time worked during the designated period outlined in this paragraph
- The Director shall be paid at the annual rate (part-time) of Fifty-Seven Thousand, Ninety-Eight dollars (**\$57,098**) for the period of **August 25, 2025 to June 30, 2026** (221 of 260 days). The amount paid to Director will be prorated and proportionate to time worked during the designated period outlined in this paragraph.

2026-27 Contract Year

- The Director shall be paid at an annual salary rate (part-time) of Fifty-Eight Thousand, Eight Hundred Ten dollars (**\$58,810**) for the period of **July 1, 2026 to June 30, 2027**.

If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director's job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director's compensation. The Director shall not receive a compensation increase for Contract year 2025-26 and 2026-27, if the Director's subsequent year's evaluation rating is other than Effective.

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

The Board hereby retains the right to adjust the annual salary of Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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

1 to 5 years of service	\$8,000
6 to 10 years of service	\$9,000
11 or more years of service	\$10,000

Upon separation of the Director during the term of this Contract, the Director's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director. For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to their as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks. The Director's assigned position shall have working days equivalent to 149.5 working days for July 1, 2025 to June 30, 2026 and 130 working days for July 1, 2026 to June 30, 2027 as scheduled by the Superintendent.

The Director shall be granted paid vacation time fifteen (15) days for fiscal/contract year 2025-26 and twelve and a half (12.5) days for fiscal/contract year 2026-27 subject to proration for working less than a full contract year. Director shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

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

F. EVALUATION

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

G. TERMINATION

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

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

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

H. SUSPENSION

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

I. DISABILITY or INCAPACITY

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

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

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

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

J. TENURE

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

K. OUTSIDE ACTIVITIES

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

L. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

M. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

N. 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.

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 Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

1. The Board shall not be required to remit premiums for any insurance coverage for the Director and eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator.
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 Director 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

P. EARNED SICK TIME (EST) LEAVE

1. Director will receive 12 days (96 hours) of earned sick time per school year, if working full time per contract year. Director will receive 6 days (48 hours) of earned sick time per school year, if working part time per contract year. If Director works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.
2. The Director may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Director is hired after the contract year begins or is a part-time Director, a prorated amount will be made available to the Director.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Directors' Earned Sick Time leave bank.
5. A Director 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 Director's final paycheck, to the extent permitted by law.
6. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Director must use time off in ½ day increments.
7. Unused earned sick leave days shall accumulate from year to year without limitation.

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8. The Director 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 Director may use earned sick time for the following reasons:
 - a. the Director's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Director's mental or physical illness, injury, or health condition; or preventative medical care for the Director;
 - b. for the Director's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Director's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Director;
 - c. if the Director or the Director'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 Director's place of business by order of a public official due to a public health emergency, for an Director'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 Director's or Director's family member's presence in the community would jeopardize the health of others because of the Director's or family member's exposure to a communicable disease, whether or not the Director or family member has actually contracted the communicable disease.
9. A Director 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 Director and the Director's supervisor may decide the notice frequency for the continued illness or disability.
10. If Director's need to use leave is foreseeable, the Director must provide notice to the District of the Director's intent to use earned sick time at least 7 days prior to the date leave is to begin.

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11. For leave of more than five (5) consecutive days, upon District request, the eligible Director must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
12. A Director who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
13. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

Q. PERSONAL BUSINESS DAYS

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

R. BEREAVEMENT LEAVE

The Director 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 Director's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Director's earned sick time leave/vacation allowance.

S. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Director's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When a Director is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Director's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the Director 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 Director is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Director against the district or in which the Director is testifying against the district.

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T. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Director's earned sick time leave/vacation allowance.

U. WORK INJURY

Any medical appointments related to the Director's on-the-job injury will not be charged against Director's earned sick time leave/vacation allowance.

V. REIMBURSEMENT

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

W. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000.

1. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

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X. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

Y. SEVERABILITY PROVISION

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

Z. LIMITATIONS

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

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

Date By: _____
Director of Equity and Inclusion

EAST LANSING PUBLIC SCHOOLS

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Director 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 Director and their 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. Should the Director select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Director elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Director shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Director elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Director (self-only or family coverage). The Board's contribution shall be deposited into the Director's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Director does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Director signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Director, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's

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designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Director with an insured income continuation plan for disability extending the Director's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

PROFESSIONAL DEVELOPMENT

Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

RETIREMENT/RESIGNATION

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

PAID HOLIDAYS

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

CONTRACT

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It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Lisa Allen (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Finance for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

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

B. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Director also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

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

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- 3. The Director agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Forty-Nine Thousand, Three Hundred Fifty dollars (\$149,350) for Contract year 2025-26 and (One Hundred Fifty-Three Thousand, Eight Hundred Thirty-One dollars (\$153,831)) for Contract Year 2026-27.

If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director’s job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director’s compensation. The Director shall not receive a compensation increase for Contract year 2025-26 and 2026-27, if the Director’s subsequent year’s evaluation rating is other than Effective.

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

The Board hereby retains the right to adjust the annual salary of the Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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

1 to 5 years of service	\$8,000
6 to 10 years of service	\$9,000
11 or more years of service	\$10,000

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

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week. Any amounts due the Director upon separation shall be remitted by the Board to their as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks. The Director'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.

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

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

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

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

F. EVALUATION

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

G. TERMINATION

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

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

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

H. SUSPENSION

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

I. DISABILITY or INCAPACITY

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

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

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

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

Prior to the resumption of duty after an unpaid leave of absence for a serious health condition, the Director shall provide to the Board a fitness for duty certification from the Director's health care

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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.

J. TENURE

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

K. OUTSIDE ACTIVITIES

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

L. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

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

M. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

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The Employer will make premium contributions, 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.

N. 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.

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 Addendum A, 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 Director 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 Director 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

P. EARNED SICK TIME (EST) LEAVE

1. Director will receive 12 days (96 hours) of earned sick time per school year, if working full time per contract year. Director will receive 6 days (48 hours) of earned sick time per school year, if working part time per contract year. If the Director works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.

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2. The Director may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Director is hired after the contract year begins or is a part-time Director, a prorated amount will be made available to the Director.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Directors' Earned Sick Time leave bank.
5. A Director 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 Director's final paycheck, to the extent permitted by law.
6. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Director must use time off in ½ day increments.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. The Director 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
9. Director may use earned sick time for the following reasons:
 - a. the Director's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Director's mental or physical illness, injury, or health condition; or preventative medical care for the Director;
 - b. for the Director's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Director's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Director;
 - c. if the Director or the Director'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;

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- 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 Director's place of business by order of a public official due to a public health emergency, for an Director'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 Director's or Director's family member's presence in the community would jeopardize the health of others because of the Director's or family member's exposure to a communicable disease, whether or not the Director or family member has actually contracted the communicable disease.
10. A Director 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 Director and the Director's supervisor may decide the notice frequency for the continued illness or disability.
11. If Director's need to use leave is foreseeable, the Director must provide notice to the District of the Director's intent to use earned sick time at least 7 days prior to the date leave is to begin.
12. For leave of more than five (5) consecutive days, upon District request, the eligible Director must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
13. A Director who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
14. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

Q. PERSONAL BUSINESS DAYS

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

R. BEREAVEMENT LEAVE

The Director 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 Director's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

charged against Director's earned sick time leave/vacation allowance.

S. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Director's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When a Director is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Director's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the Director 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 Director is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Director against the district or in which the Director is testifying against the district.

T. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Director's earned sick time leave/vacation allowance.

U. WORK INJURY

Any medical appointments related to the Director's on-the-job injury will not be charged against Director's earned sick time leave/vacation allowance.

V. REIMBURSEMENT

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

W. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000.

1. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

X. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

Y. SEVERABILITY PROVISION

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

Z. LIMITATIONS

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

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

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

_____ By: _____
Date Director

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

ADDENDUM A

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

HEALTH INSURANCE

The Director 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 Director and their 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. Should the Director select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Director elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Director shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Director elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Director (self-only or family coverage). The Board's contribution shall be deposited into the Director's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Director does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Director signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Director, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Director with an insured income continuation plan for disability extending the Director's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

PROFESSIONAL DEVELOPMENT

Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

RETIREMENT/RESIGNATION

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

PAID HOLIDAYS

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

CONTRACT

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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* "Supervisor") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Dean for Student Success for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

B. QUALIFICATIONS

The Supervisor represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Supervisor also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Supervisor fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

1. The Supervisor agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.
2. The Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto.
3. The Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the

CONTRACT OF EMPLOYMENT

DEAN FOR STUDENT SUCCESS

educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Supervisor 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.

1. The parties agree that the Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.
2. Upon separation of the Supervisor during the term of this Contract, the Supervisor's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Supervisor. For purposes of administering this provision, a week shall be regarded as having been worked if the Supervisor performed any work within that week.
3. Any amounts due to the Supervisor upon separation shall be remitted by the Board to them as soon as such amounts can diligently be determined and paid.
4. Any amounts received by the Supervisor in excess of weeks worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages.
5. The Supervisor, by executing this Contract, hereby gives written consent for such deduction.
6. 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 separation from employment. If not repaid in this manner, the Supervisor agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor'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.

F. EVALUATION

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

G. TERMINATION

The Board shall be entitled to terminate the Supervisor's employment at any time during the term of this Contract with 30-day notice. The Board shall be entitled to terminate 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.

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DEAN FOR STUDENT SUCCESS

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, of which decision is discretionary with the Board.

H. DISABILITY or INCAPACITY

In the event that 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 District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Supervisor during this interval to the extent required by law. Upon utilizing leave under this provision, 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.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Supervisor shall provide to the Board a fitness for duty certification from Supervisor'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.

I. TENURE

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

J. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Supervisor and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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:

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DEAN FOR STUDENT SUCCESS

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.

K. 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.

L. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

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

M. EARNED SICK TIME (EST) LEAVE

1. The Supervisor will receive 10 days (80 hours) of earned sick time per school year, if working full time per contract year. Supervisor will receive 5 days (40 hours) of earned sick time per school year, if working part time per contract year. If the Supervisor works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.
2. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.

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DEAN FOR STUDENT SUCCESS

3. If the Supervisor is hired after the contract year begins or is a part-time Supervisor, a prorated amount will be made available to the Supervisor.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisors' Earned Sick Time leave bank.
5. A Supervisor 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 Supervisor's final paycheck, to the extent permitted by law.
6. Earned Sick Time can 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.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. 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 District'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 an 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

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DEAN FOR STUDENT SUCCESS

has been determined by the health authorities having jurisdiction or by a health care provider that the Supervisor's or Supervisor's 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, whether or not the Supervisor or family member has actually contracted the communicable disease.

9. A Supervisor 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 Supervisor and the Supervisor's supervisor may decide the notice frequency for the continued illness or disability.
10. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the District of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
11. For leave of more than five (5) consecutive days, upon District request, the eligible Supervisor must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
12. 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.
13. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

N. PERSONAL BUSINESS DAYS

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

O. 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, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Supervisor's earned sick time leave/vacation allowance.

P. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Supervisor's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. 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.

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- b. On days in which the employee is required to report for jury service, they are 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 Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Supervisor against the district or in which the Supervisor is testifying against the district.

Q. PROFESSIONAL DEVELOPMENT/CONFERENCES

- 1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
- 2. Attendance at a work-related professional development activities or conferences will not be charged against the Supervisor's earned sick time leave/vacation allowance.

R. 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. The Supervisor shall be required to present an itemized accounting of their reasonable and necessary expenses.

S. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

- 1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
- 2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Supervisor and the President and Secretary of the Board.
- 3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

CONTRACT OF EMPLOYMENT

DEAN FOR STUDENT SUCCESS

T. SEVERABILITY PROVISION

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

U. LIMITATIONS

The Supervisor agrees that any claim or suit arising out of Supervisor's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. 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 extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

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

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

_____ By: _____
Date Employee

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

DEAN FOR STUDENT SUCCESS

ADDENDUM A

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

HEALTH INSURANCE

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 their 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. Should the Supervisor select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Supervisor elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Supervisor shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Supervisor elects to enroll in a High Deductible Health Plan (HDHP), the Board 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). The Board's contribution shall be deposited into the Supervisor's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

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If the Supervisor does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Supervisor signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

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The Board shall provide, at no cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

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

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The Board shall provide the Supervisor with an insured income continuation plan for disability extending the Supervisor's income from the tenth (10th) working day following the exhaustion of sick days and

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continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

RETIREMENT/RESIGNATION

If the Supervisor retires or resigns in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$55 per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed Five Thousand dollars (\$5,000). To qualify, the Supervisor must have a minimum of ten (10) years of service with the district.

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Molly Williams (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Whitehills Elementary Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Five Thousand, Nine Hundred Eighty-Seven dollars (\$105,987) for Contract year 2025-2026 and One Hundred Eleven Thousand, Nine Hundred Eighty-Six dollars (\$111,286) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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SCHOOL ADMINISTRATOR

B. DUTIES

The Administrator shall perform the duties of Whitehills Elementary Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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SCHOOL ADMINISTRATOR

2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

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It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Nicole Norris (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Director of Athletics and Activities for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Ten Thousand, One Hundred Thirty-Six dollars (\$110,136) for Contract year 2025-2026 and One Hundred Thirteen Thousand, Four Hundred Forty dollars (\$113,440) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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SCHOOL ADMINISTRATOR

B. DUTIES

The Administrator shall perform the duties of Director of Athletics and Activities 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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SCHOOL ADMINISTRATOR

2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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SCHOOL ADMINISTRATOR

4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

CONTRACT

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and **Paul Shanks** (*hereinafter* "Supervisor") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said **Behavior Systems Specialist** for a period commencing on July 1, 2025 and ending on June 30, 2026, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

B. QUALIFICATIONS

The Supervisor represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Supervisor also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Supervisor fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

1. The Supervisor agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.
2. The Supervisor agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto.
3. The Supervisor agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Supervisor shall be paid at an annual salary rate of Ninety-One Thousand, Nine Hundred Twenty-Eight dollars (**\$91,928**) for Contract year 2025-26.

1. The parties agree that Supervisor is an exempt Administrative employee under the U.S. Fair Labor Standards Act and is not entitled to overtime. The Supervisor is also not an Administrator under the Michigan Revised School Code.
2. Upon separation of the Supervisor during the term of this Contract, the Supervisor's salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Supervisor. For purposes of administering this provision, a week shall be regarded as having been worked if the Supervisor performed any work within that week.
3. Any amounts due the Supervisor upon separation shall be remitted by the Board to them as soon as such amounts can diligently be determined and paid.
4. Any amounts received by the Supervisor in excess of weeks worked during the fiscal/contract year shall be deducted from the Supervisor's remaining wages.
5. The Supervisor, by executing this Contract, hereby gives written consent for such deduction.
6. 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 separation from employment. If not repaid in this manner, the Supervisor agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Supervisor is employed on the basis of fifty-two (52) work weeks. The Supervisor'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.

F. FLEX DAYS

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

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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

designee.

G. EVALUATION

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

H. TERMINATION

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

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

I. DISABILITY or INCAPACITY

In the event of 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 District'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.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Supervisor shall provide to the Board a fitness for duty certification from the Supervisor'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.

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

J. TENURE

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

K. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Supervisor and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

L. 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.

M. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract.

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

BEHAVIOR SYSTEMS SPECIALIST

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

N. EARNED SICK TIME (EST) LEAVE

1. The Supervisor will receive 10 days (80 hours) of earned sick time per school year, if working full time per contract year. The Supervisor will receive 5 days (40 hours) of earned sick time per school year, if working part time per contract year. If the Supervisor works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.
2. The Supervisor may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Supervisor is hired after the contract year begins or is a part-time Supervisor, a prorated amount will be made available to the Supervisor.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Supervisors' Earned Sick Time leave bank.
5. A Supervisor 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 Supervisor's final paycheck, to the extent permitted by law.
6. Earned Sick Time can 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.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. 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 District'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;

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BEHAVIOR SYSTEMS SPECIALIST

- 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's or Supervisor's 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, whether or not the Supervisor or family member has actually contracted the communicable disease.
9. A Supervisor 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 Supervisor and the Supervisor's supervisor may decide the notice frequency for the continued illness or disability.
10. If the Supervisor's need to use leave is foreseeable, the Supervisor must provide notice to the District of the Supervisor's intent to use earned sick time at least 7 days prior to the date leave is to begin.
11. For leave of more than five (5) consecutive days, upon District request, the eligible Supervisor must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
12. 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.
13. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

O. PERSONAL BUSINESS DAYS

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BEHAVIOR SYSTEMS SPECIALIST

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

P. 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, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Supervisor's earned sick time leave/vacation allowance.

Q. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Supervisor's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. 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.
 - b. On days in which the employee is required to report for jury service, they are 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 the Supervisor is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Supervisor against the district or in which the Supervisor is testifying against the district.

R. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against the Supervisor's earned sick time leave/vacation allowance.

S. 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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

submitted in advance for review and approval by the Superintendent. The Supervisor shall be required to present an itemized accounting of their reasonable and necessary expenses.

T. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Supervisor with respect to the employment of the Supervisor, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Supervisor by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Supervisor and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

U. SEVERABILITY PROVISION

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

V. 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 extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

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

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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

Date By: _____
Employee

Date By: _____
Superintendent

Date By: _____
President of the Board of Education

Date By: _____
Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

ADDENDUM A

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

HEALTH INSURANCE

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 their 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. Should the Supervisor select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Supervisor elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Supervisor shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Supervisor elects to enroll in a High Deductible Health Plan (HDHP), the Board 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). The Board's contribution shall be deposited into the Supervisor's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

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 district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Supervisor, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

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

CONTRACT OF EMPLOYMENT

BEHAVIOR SYSTEMS SPECIALIST

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Supervisor with an insured income continuation plan for disability extending the Supervisor's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

RETIREMENT/RESIGNATION

If the Supervisor retires or resigns in accordance with the provisions of the Michigan Public School Employees Retirement Act (MPERS), they shall receive either \$55 per day for each day of accumulated sick leave. The maximum amount payable to the Supervisor shall not exceed Five Thousand dollars (\$5,000). To qualify, the Supervisor must have a minimum of ten (10) years of service with the district.

PAID HOLIDAYS

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

CONTRACT

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and **Dr. Precios Armstrong** (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said **Director of Special Education** for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

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

B. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Director also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

~~1.~~ The Director agrees to devote their talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.

~~1.~~

2. The Director agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto.

East Lansing Public Schools – Director/Central Office Contract

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

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D. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Twenty-Eight Thousand, Seven Hundred Fifty dollars (**\$128,750**) for Contract year 2025-26 and One Hundred Thirty-Two Thousand, Six Hundred Thirteen dollars (**\$132,613**) for Contract Year 2026-27. Additionally, the Director shall be paid an annual stipend of four thousand dollars (**\$4,000**) for holding a PhD.

Consistent with Section 1250 of the Revised School Code, the Director’s job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director’s compensation. The Director shall not receive a compensation increase for Contract year 2025-26 and 2026-27, if the Director’s subsequent year’s evaluation rating is other than ~~Highly Effective and~~ Effective.

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

The Board hereby retains the right to adjust the annual salary of ~~the~~ Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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

1 to 5 years of service	\$8,000
6 to 10 years of service	\$9,000
11 or more years of service	\$10,000

Upon separation of the Director during the term of this Contract, the Director’s salary shall be adjusted to reflect payment for the number of work weeks during the contract year during which services were actually rendered by the Director. For purposes of administering this provision, a week shall be regarded as having been worked if the Director performed any work within that week. Any amounts due the Director upon separation shall be remitted by the Board to

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

him/her/their as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks. The Director'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.

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

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

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

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

F. EVALUATION

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

G. TERMINATION

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

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

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

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H. SUSPENSION

Whether pending the procedures set forth in Section G7—or pending an investigation of the conduct of the Director, the Director may be suspended from any and all part of the performance of their responsibilities and the performance of such responsibilities may be assigned to another person or persons. Such suspension shall be without loss of salary or other benefits until the Director is either reinstated or until the Board renders its decision regarding the Director's employment status.

I. DISABILITY or INCAPACITY

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

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

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

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

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

J. TENURE

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

K. OUTSIDE ACTIVITIES

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

L. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

1. Upon request of the Board or Superintendent, the Director shall authorize the release of medical information necessary to determine if the Director is capable of performing the essential job functions required by their assignment, with or without job accommodation.
2. Any physical or mental examination or disclosure of such information required of the Director by the Board or Superintendent shall be job related and consistent with business necessity.
3. Any medical or psychological examination under this section shall be at Board expense.
- ~~4.~~ Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

4.

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

M. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

N. 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.

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 Addendum A, 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 Director 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 Director is responsible for ensuring completion of all forms and documents needed to receive the above-described insurance coverage.

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

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

~~4.~~

P. EARNED SICK TIME (EST) LEAVE

~~1.~~ Director will receive 12 days (96 hours) of earned sick time per school year, if working full time per contract year. Director will receive 6 days (48 hours) of earned sick time per school year, if working part time per contract year. If the Director works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.

~~1.~~

2. The Director may access and use Earned Sick Time before it is earned through actual hours worked.

3. If the Director is hired after the contract year begins or is a part-time Director, a prorated amount will be made available to the Director.

4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Directors' Earned Sick Time leave bank.

5. A Director 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 Director's final paycheck, to the extent permitted by law.

6. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Director must use time off in ½ day increments.

7. Unused earned sick leave days shall accumulate from year to year without limitation.

8. The Director 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

~~8-9.~~ Director may use earned sick time for the following reasons:

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

a. the Director's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Director's mental or physical illness, injury, or health condition; or preventative medical care for the Director;

~~b.~~ for the Director's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Director's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Director;

b.

c. if the Director or the Director'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 Director's place of business by order of a public official due to a public health emergency, for an Director'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 Director's or Director's family member's presence in the community would jeopardize the health of others because of the Director's or family member's exposure to a communicable disease, whether or not the Director or family member has actually contracted the communicable disease.

9-10. A Director 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 Director and the Director's supervisor may decide the notice frequency for the continued illness or disability.

10-11. If Director's need to use leave is foreseeable, the Director must provide notice to the District of the Director's intent to use earned sick time at least 7 days prior to the date leave is to begin.

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

~~11.12.~~ For leave of more than five (5) consecutive days, upon District request, the eligible Director must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.

~~12.13.~~ A Director who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.

~~13.~~ Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

~~14.~~

Q. **PERSONAL BUSINESS DAYS**

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

R. **BEREAVEMENT LEAVE**

The Director 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 Director's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Director's earned sick time leave/vacation allowance.

S. **JURY SERVICE AND SUBPOENA**

1. Absence for jury service or subpoena will not be charged against the Director's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When a Director is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Director's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the Director 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 Director is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

brought by the Director against the district or in which the Director is testifying against the district.

T. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.

~~2.~~ Attendance at a work-related professional development activities or conferences will not be charged against Director's earned sick time leave/vacation allowance.

~~2.~~

U. WORK INJURY

Any medical appointments related to the Director's on-the-job injury will not be charged against Director's earned sick time leave/vacation allowance.

V. REIMBURSEMENT

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

W. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000.

1. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

X. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

Y. SEVERABILITY PROVISION

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

Z. LIMITATIONS

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

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

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

East Lansing Public Schools – Director/Central Office Contract

Page 11 of 14

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

Date By: Chief Human Resources Officer
Director

EAST LANSING PUBLIC SCHOOLS

Date By: Superintendent

Date By: President of the Board of Education

Date By: Secretary of the Board of Education

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

ADDENDUM A

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

HEALTH INSURANCE

The Director 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 Director and their 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. Should the Director select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Director elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Director shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Director elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Director (self-only or family coverage). The Board's contribution shall be deposited into the Director's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Director does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Director signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Director, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

The District shall provide without cost to the Director group life insurance protection at a rate two (2) times the sum of the administrator's current contracted salary; said insurance policy is payable to the Director's

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CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

designated beneficiary thereof with provisions for double indemnity in the event of accidental death (AD&D). Group life insurance protection shall not exceed \$225,000.

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Director with an insured income continuation plan for disability extending the Director's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

PROFESSIONAL DEVELOPMENT

Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

RETIREMENT/RESIGNATION

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

PAID HOLIDAYS

Consistent with the District's calendar, the is entitled to the following paid holidays for which no service to the District is required: Independence Day, Labor Day, Thanksgiving and the Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day and New Year's ~~Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day)~~, Martin Luther King, Jr. Day, National Presidents' Day, Memorial Day, and Juneteenth.

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CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Quiana Davis-Lewis (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said High School Associate Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Four Thousand, Four Hundred Eighty-Nine dollars (\$104,489) for Contract year 2025-2026 and One Hundred Seven Thousand, Six Hundred Twenty-Four dollars (\$107,624) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

B. DUTIES

The Administrator shall perform the duties of High School Associate Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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SCHOOL ADMINISTRATOR

4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

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It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Rinard Pugh (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Red Cedar Elementary Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Eighteen Thousand, Seven Hundred Sixty-Three dollars (\$118,763) for Contract year 2025-2026 and One Hundred Twenty-Three Thousand, Five Hundred Thirteen dollars (\$123,513) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

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B. DUTIES

The Administrator shall perform the duties of Red Cedar Elementary Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

CONTRACT

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Rulesha Glover-Payne (*hereinafter* "Director") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Chief Human Resources Officer for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein as follows:

A. TERM

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

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

B. QUALIFICATIONS

The Director represents that they possess, hold and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Director also agrees to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education.
2. If at any time the Director fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

C. DUTIES

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

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- 3. The Director agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which they are responsible during the entire term of this Agreement.

D. COMPENSATION

The Director shall be paid at an annual salary rate of One Hundred Forty Thousand, Five Hundred Forty-Eight dollars (\$140,548) for Contract year 2025-26 and One Hundred Forty-Four Thousand, Seven Hundred Sixty-Four dollars (\$144,764) for Contract Year 2026-27.

If the Director has received a PhD or EdD they shall receive an additional Four Thousand dollars (\$4,000) per Contract year.

Consistent with Section 1250 of the Revised School Code, the Director’s job performance and job accomplishments as evaluated under Paragraph 6 will be a significant factor in determining any adjustment to the Director’s compensation. The Director shall not receive a compensation increase for Contract year 2025-26 and 2026-27, if the Director’s subsequent year’s evaluation rating is other than Effective.

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

The Board hereby retains the right to adjust the annual salary of the Director during the term of this Contract. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Director and the Board, shall become a part of this Contract.

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

1 to 5 years of service	\$8,000
6 to 10 years of service	\$9,000
11 or more years of service	\$10,000

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

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

week. Any amounts due the Director upon separation shall be remitted by the Board to their as soon as such amounts can diligently be determined and paid. Any amounts received by the Director in excess of weeks worked during the fiscal/contract year shall be deducted from the Director's remaining wages. The Director, by executing this Contract, hereby gives written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Director within three (3) business days of separation from employment. If not repaid in this manner, the Director agrees that judgment may be entered against them in any Michigan court of competent jurisdiction for such amount(s).

E. WORK SCHEDULE/VACATION/HOLIDAYS

The Director is employed on the basis of fifty-two (52) work weeks. The Director'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.

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

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

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

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

F. EVALUATION

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

G. TERMINATION

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

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

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

H. SUSPENSION

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

I. DISABILITY or INCAPACITY

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

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

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

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

Prior to the resumption of duty after an unpaid leave of absence for a serious health condition, the Director shall provide to the Board a fitness for duty certification from the Director's health care

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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.

J. TENURE

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

K. OUTSIDE ACTIVITIES

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

L. MEDICAL EXAMINATIONS

The Director shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

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

M. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

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The Employer will make premium contributions, 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.

N. 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.

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 Addendum A, 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 Director 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 Director 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

P. EARNED SICK TIME (EST) LEAVE

1. Director will receive 12 days (96 hours) of earned sick time per school year, if working full time per contract year. Director will receive 6 days (48 hours) of earned sick time per school year, if working part time per contract year. If the Director works less than a part time schedule, the accrual of earned sick time will be proportionate to time worked.

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2. The Director may access and use Earned Sick Time before it is earned through actual hours worked.
3. If the Director is hired after the contract year begins or is a part-time Director, a prorated amount will be made available to the Director.
4. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Directors' Earned Sick Time leave bank.
5. A Director 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 Director's final paycheck, to the extent permitted by law.
6. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Director must use time off in ½ day increments.
7. Unused earned sick leave days shall accumulate from year to year without limitation.
8. The Director 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
9. Director may use earned sick time for the following reasons:
 - a. the Director's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Director's mental or physical illness, injury, or health condition; or preventative medical care for the Director;
 - b. for the Director's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Director's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Director;
 - c. if the Director or the Director'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;

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

- 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 Director's place of business by order of a public official due to a public health emergency, for an Director'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 Director's or Director's family member's presence in the community would jeopardize the health of others because of the Director's or family member's exposure to a communicable disease, whether or not the Director or family member has actually contracted the communicable disease.
10. A Director 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 Director and the Director's supervisor may decide the notice frequency for the continued illness or disability.
11. If Director's need to use leave is foreseeable, the Director must provide notice to the District of the Director's intent to use earned sick time at least 7 days prior to the date leave is to begin.
12. For leave of more than five (5) consecutive days, upon District request, the eligible Director must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
13. A Director who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
14. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

Q. PERSONAL BUSINESS DAYS

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

R. BEREAVEMENT LEAVE

The Director 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 Director's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be

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DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

charged against Director's earned sick time leave/vacation allowance.

S. JURY SERVICE AND SUBPOENA

1. Absence for jury service or subpoena will not be charged against the Director's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When a Director is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Director's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the Director 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 Director is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Director against the district or in which the Director is testifying against the district.

T. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Director's earned sick time leave/vacation allowance.

U. WORK INJURY

Any medical appointments related to the Director's on-the-job injury will not be charged against Director's earned sick time leave/vacation allowance.

V. REIMBURSEMENT

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

W. ERRORS AND OMISSIONS COVERAGE

The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Director while engaged in the performance of a governmental function and while the Director is acting within the scope of their authority. The policy limits for this coverage shall be not less than \$5,000,000.

1. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Director but in no case shall the coverage be extended to any demands, claims, suits, actions and/or legal proceedings brought against the Board or the School District by the Director. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Director. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Director as is authorized under MCL 691.1408 and MCL 38.11a(3)(d).

X. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Director with respect to the employment of the Director, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect.

1. All prior contracts or other agreements (written or oral), pertaining to, connected with, or arising in any manner out of the employment of the Director by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.
2. No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Director and the President and Secretary of the Board.
3. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

Y. SEVERABILITY PROVISION

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

Z. LIMITATIONS

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

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

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

_____ By: _____
Date Director

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

ADDENDUM A

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

HEALTH INSURANCE

The Director 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 Director and their 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. Should the Director select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Director elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Director shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

HEALTH SAVINGS ACCOUNT (HSA)

If the Director elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Director (self-only or family coverage). The Board's contribution shall be deposited into the Director's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Director does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Director signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Director, the MESSA Vision Services Plan 3 (VSP-3).

TERM LIFE INSURANCE

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

CONTRACT OF EMPLOYMENT

DIRECTOR/CENTRAL OFFICE ADMINISTRATOR

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Director with an insured income continuation plan for disability extending the Director's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

PROFESSIONAL DEVELOPMENT

Each director shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Director's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

RETIREMENT/RESIGNATION

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

PAID HOLIDAYS

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

EAST LANSING PUBLIC SCHOOLS

AT-WILL CONTRACT

WAGE, BENEFITS AND CONDITIONS

July 1, 2025 – June 30, 2027

A. TITLE AND STATUS

East Lansing Public Schools (“Employer”) hires Scott Baker-Young (“Employee”) with the title Supervisor of Accounting as an at-will employee, according to the terms and conditions below. These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer or by the Employee 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 Employee’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Employee understands and agrees that their employment with the Employer is at-will. This means that either the Employee or the Employer may terminate the employment relationship at any time, with or without cause or notice. Nothing in this agreement, or any other document or statement, shall be construed to limit the Employer’s right to terminate the Employee’s employment at any time for any reason or no reason, subject only to applicable law.

B. WAGE

The Employee shall be paid at an annual salary rate 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.

C. 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. Overtime will be paid only when required and approved, in advance, by the Employee’s supervisor. Hours will be paid for time in excess of 40 hours per week that the employee is actively performing work.

D. 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 will be initiated by the Employee or the Employee’s supervisor, with final approval by the Superintendent or designee necessary to make a change.

E. EVALUATION

The Employee’s performance shall be evaluated by the Supervisor or designee in writing, not later than June 30th of designated evaluation year.

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F. EARNED SICK TIME (EST) LEAVE

Employee will receive 12 days (96 hours) of earned sick time per school year, if working a full school year. The 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 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 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 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. 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

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- 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.
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.

G. 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.

H. 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 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

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to report to work.

3. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
4. 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.

I. WORK TRAININGS/CONFERENCES

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

J. 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 from the Employee's supervisor.

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 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.

K. HOLIDAYS

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day) New Year's Eve, 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.

L. ON CALL DUTY

Employees scheduled for on-call duty will be compensated as follows:

1. Period from the third Friday of April to the third Friday of October – \$ 50 stipend per weekend plus the Employee's hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

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2. Period from the third Friday of October to the third Friday of April – \$ 20 stipend per day plus the Employee’s hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

M. VACATION LEAVE

Employee shall receive twenty-five (25) vacation days per Contract year. 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 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 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 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 two (2) 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 PROGRAMS

To receive employee earned benefits, 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 Employee that works less than 17.5 hours per week is not eligible for the following earned benefits.

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SUPERVISOR

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.

P. EMPLOYEE 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.
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.

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SUPERVISOR

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 bargaining unit member, the MESSA Vision Services Plan 3 (VSP-3).

Q. RETIREMENT LEAVE BENEFITS

Upon retirement, the 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 earned 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.

R. 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.

S. RETIREMENT PLAN

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

T. 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, 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.

U. 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).

V. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

W. COUNTERPART SIGNATURES

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

Employee Signature

Date

Superintendent Signature

Date

Chief Human Resources Officer Signature

Date

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

It is hereby agreed by and between the Board of Education of the School District of the City of East Lansing (*hereinafter* "Board") and Tracey Barton (*hereinafter* "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board employs the said Donley Elementary Principal for a period commencing on July 1, 2025 and ending on June 30, 2027, according to the terms and conditions as described and set forth below. Any extension of this Contract requires the express approval of the Board.

A. COMPENSATION

The Administrator shall be paid at an annual (52 work weeks) salary rate of One Hundred Twenty-Six Thousand, Nine Hundred Seventy-Four dollars (\$126,974) for Contract year 2025-2026 and One Hundred Thirty Thousand, Seven Hundred Eighty-Four dollars (\$130,784) for Contract Year 2026-27 in consideration of their performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent.

1. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments, beginning with the commencement of the Contract year (July 1 - June 30) or the Administrator may elect to have the annual salary paid in equal bi-weekly installments, on established payroll pay dates, over the Administrators work year calendar.
2. The Board retains the right to adjust the Administrator's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
3. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment, and when executed by the Administrator and the Board, shall become a part of this Contract. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new Contract or an extension of the Contract's termination date.
4. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated under Paragraph 4 will be a significant factor in determining any adjustment to the Administrator's compensation. The Administrator shall not receive compensation increases for Contract years 2025-2026 and 2026-27, if the Administrator's subsequent year's evaluation rating is other than Highly Effective or Effective.
5. If the Administrator has received a PhD or EdD they shall receive an additional Four Thousand Dollars (\$4,000) per Contract year.

CONTRACT OF EMPLOYMENT

SCHOOL ADMINISTRATOR

B. DUTIES

The Administrator shall perform the duties of Donley Elementary Principal 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.

1. The Administrator's assigned position is for Two Hundred Sixteen (216) work days per Contract Year.
2. The Administrator agrees to faithfully perform those duties assigned by the Board and under the supervision and direction of the Superintendent.
3. The Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to their responsibilities and directions related thereto.
4. The Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent.

C. QUALIFICATIONS

The Administrator represents that they possess and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned.

1. As a condition of their continued employment, the Administrator also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education, and/or the Michigan Superintendent of Public Instruction.
2. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements, or qualifications required for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

D. PERFORMANCE

The Administrator agrees to devote their talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned, including compliance with the directives of the Board and Superintendent to carry out the Board's policies and educational programs.

1. The Administrator agrees to comply with and fulfill all responsibilities and tasks for which they are responsible as required by state and federal law, Board policies, regulations, directives and those directives issued by the Superintendent.

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SCHOOL ADMINISTRATOR

2. The Administrator pledges to use their best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of their responsibility.
3. The Administrator agrees to perform their responsibilities with diligence and competence on behalf of the District, using their best efforts to maintain and improve the quality of the District's programs and services.

E. TAX-DEFERRED ANNUITY

At the Administrator's option and as solely paid for by the Administrator, the District will deduct premium payments from the Administrator's wages and remit same to a District-approved tax-deferred annuity company pursuant to IRS Section 403(b) or 457.

F. EVALUATION

The Director's performance shall be evaluated by the Board or its designee annually or biennially, not later than June 30th of each year. The evaluation shall comply with Section 1249 of the Revised School Code (or its successor provisions).

G. WORK SCHEDULE

The Administrator's assigned position is for Two Hundred Sixteen (216) work days during a fiscal/contract year (July 1 – June 30) as scheduled by the Superintendent.

H. FLEX DAYS

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

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

I. EARNED SICK TIME (EST) LEAVE

1. Administrator will receive 10 days (80 hours) of earned sick time per school year, if working a full school year. Administrator may access and use Earned Sick Time before it is earned through actual hours worked.
2. If the Administrator is hired after the contract year begins or is a part-time Administrator, a prorated amount will be made available to the Administrator.
3. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the Administrators' Earned Sick Time leave bank.

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4. An Administrator 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 Administrator's final paycheck, to the extent permitted by law.
5. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the Administrator must use time off in ½ day increments.
6. Unused earned sick leave days shall accumulate from year to year without limitation.
7. The Administrator 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 Administrator may use earned sick time for the following reasons:
 - a. the Administrator's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the Administrator's mental or physical illness, injury, or health condition; or preventative medical care for the Administrator;
 - b. for the Administrator's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the Administrator's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the Administrator;
 - c. if the Administrator or the Administrator'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 Administrator's place of business by order of a public official due to a public health emergency, for an Administrator'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 Administrator's or Administrator's family member's presence in the community would jeopardize the health of others because of the Administrator's or family

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member's exposure to a communicable disease, whether or not the Administrator or family member has actually contracted the communicable disease.

8. An Administrator 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 Administrator and the Administrator's supervisor may decide the notice frequency for the continued illness or disability.
9. If the Administrator's need to use leave time is foreseeable, the Administrator must provide notice to the District of the Administrator's intent to use earned sick time at least 7 days prior to the date leave is to begin.
10. For leave of more than five (5) consecutive days, upon District request, the eligible Administrator must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
11. An Administrator who has exhausted earned sick time leave and still not able to return to work may be paid for any unused vacation days.
12. Unused earned sick leave days may accumulate without limit and be compensated as per Addendum A.

J. PERSONAL BUSINESS DAYS

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

K. BEREAVEMENT LEAVE

The Administrator 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 Administrator's current spouse, domestic partner, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, or son-in-law. This leave will not be charged against Administrator's earned sick time leave/vacation allowance.

L. JURY SERVICE AND SUBPOENA

1. Any absence for jury service or subpoena will not be charged against the Administrator's earned sick time leave allowance and shall be granted if criteria below is met:
 - a. When an Administrator is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the Administrator's regular rate of pay.

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- b. On days in which the employee is required to report for jury service, the Administrator 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 Administrator is subpoenaed to attend proceedings where they are required to provide information on behalf of the District. However, this shall not apply to any proceeding brought by the Administrator against the district or in which the Administrator is testifying against the district.

M. VACATION

An Administrator assigned to a Two Hundred Sixty (260) day work year shall receive twenty-five (25) vacation days per Contract year.

1. The Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of District business. All vacation scheduling is subject to the approval of the Superintendent or designee.
2. Vacation days must be used within the Contract year for which they are made available and shall not accumulate beyond the Contract year.
3. Any unused vacation days at the end of a Contract year shall be transferred to the Administrator's sick leave.

N. HOLIDAYS

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

O. REIMBURSED EXPENSES

Consistent with Board Policy 4110, the District shall reimburse the Administrator for all reasonable expenses resulting from the performance of their duties as a District Administrator, including mileage (current IRS rate), meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

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

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P. AUTOMOBILE

Mileage for travel outside the Tri-County (Clinton, Ingham, Eaton) boundaries will be paid at the then-current IRS mileage rate upon submission of documented mileage forms.

Q. PROFESSIONAL DEVELOPMENT

Subject to prior approval by the Superintendent or designee and consistent with Board Policy 4111, the Administrator shall be provided a maximum budget of Two Thousand dollars (\$2,000) per Contract year, toward payment for conference attendance, professional memberships and dues. Conference approval/attendance must appropriately support the Administrator's role. Further, college coursework may be reimbursed upon completion provided the grade received is a 2.5 or higher and transcript(s) are submitted to Human Resources for processing. Any amount exceeding the Two Thousand dollars (\$2,000) allotment is subject to prior approval by the Superintendent.

An Administrator may be absent for participation in professional development activities as approved by the Superintendent or designee.

R. MENTOR

A mentor may be assigned for the first year to an Administrator who is new to the District in a new assignment. The mentor will provide collegial professional support, guidance, and consultation. Upon request of the mentor/mentee and with the approval of the Superintendent or designee, the District will make available reasonable release time for the mentor and mentee to work together during the regular work day. A mentor shall be compensated at the rate of Fifty Dollars (\$50) an hour for mentoring duties for up to thirty (30) hours per Contract year.

S. INSURANCE PREMIUM PAYMENTS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make premium payments on behalf of the Director and eligible dependents for the insurance programs as provided in Addendum A.

The Employer will make premium contributions, 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.

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T. INSURANCE CARRIERS

The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for the insurance programs as provided in Addendum A, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. Additionally, the Board reserves the right to self-fund any of the insurance benefits.

1. The Board shall not be required to remit premiums for any insurance coverage for the Administrator and their 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 for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
3. The Administrator 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 Addendum A, shall be relieved from all liability with respect to insurance benefits.

U. PROFESSIONAL DEVELOPMENT/CONFERENCES

1. Participation in work-related professional development activities or conferences shall be subject to prior approval. Upon approval by the Superintendent or designee, the District may authorize attendance and pay for eligible costs.
2. Attendance at a work-related professional development activities or conferences will not be charged against Administrator's earned sick time leave/vacation allowance.

V. SCHOOL-RELATED INJURY/LITIGATION

The Administrator's temporary absence from duties resulting from a school-related assault or litigation arising from the scope of the Administrator's duties at the East Lansing Public Schools shall not be charged to the Administrator's sick leave as long as the Administrator did not engage in misconduct or gross negligence as determined by the Superintendent. Further, this provision does not apply to any proceeding brought by the Administrator against the District or for a proceeding in which the Administrator is testifying against the District.

W. DISABILITY or INCAPACITY

In the event of Administrator'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 Administrator shall first exhaust any accumulated sick leave and accrued vacation time. The balance of the ninety (90) work day period shall be paid under the District's short-term disability plan (60%). Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall

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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 Administrator, it may require a second opinion, at Board expense.

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

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

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

X. MEDICAL EXAMINATION

The Administrator shall submit to such medical examinations (including drug or alcohol tests, as well as psychological or psychiatric evaluation), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Administrator's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).

1. Upon request of the Board or Superintendent, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job functions required by their assignment, with or without reasonable job accommodation(s).
2. Any medical examination or disclosure of such information required of the Administrator by the Board shall be job-related and consistent with business necessity.
3. Any medical examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice.

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4. Any information obtained from medical examinations or inquiries shall be confidential. The Administrator may receive the results of Board-ordered tests and examinations upon written request.

Y. ERRORS AND OMISSIONS INSURANCE

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of their authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5 million).

1. The terms of the errors and omissions insurance policy shall control the Administrator's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.
2. If such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Administrator as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

Z. TENURE

The Administrator agrees that they shall not be deemed to be granted continuing tenure in the administrative position initially assigned or to which they 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.

AA. LAYOFF

This Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days' notice of termination before the effective date of layoff. In the event of layoff, the Board has no further obligation under this Contract.

BB. RETIREMENT

Within sixty (60) days of separation from employment with the District for purposes of retirement pursuant to the Michigan Public School Employees Retirement Act, the Administrator will receive payment of One Hundred Dollars (\$100) for each accumulated sick leave day up to a maximum of Twelve Thousand Five Hundred Dollars (\$12,500).

1. Proof of retirement application is required for this payment.

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2. In the event of the Administrator's death, this benefit will be paid to the beneficiary designated in writing by the Administrator or according to the priorities specified in MCL 408.480 if the Administrator has given proper notice of retirement.
3. The Administrator must have a minimum of ten (10) years of service with the district to be eligible for this payment.

CC. NONRENEWAL

The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.

DD. TERMINATION

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

1. The foregoing standards for termination of this Contract during its term do not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and are governed by Section 1229 of the Revised School Code, MCL 380.1229.
2. If the Board undertakes to dismiss the Administrator during the term of this Contract, the Administrator shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
3. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.

EE. ARBITRATION

If a dispute relating to the Administrator's termination arises during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Administrator arising from their termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the

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Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

2. This agreement to arbitrate means that the Administrator is waiving their right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator has the right to representation by counsel of their choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.
3. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Administrator, subject to the Administrator's right to seek to tax such fees as costs against the Board.
4. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Administrator's termination during the term of this Contract. The arbitrator's Decision and Award shall be final and binding on the parties. Judgment thereon may be entered in a court of competent jurisdiction.

FF. LIMITATIONS

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

GG. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding between the Board and the Administrator as to the employment of the Administrator. Prior or current representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

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1. Any prior agreement (written or oral) pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code’s provisions pertaining to criminal history and records checks.
2. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent.
3. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

HH. SEVERABILITY PROVISION

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

AUTHORIZATION

This Contract is executed on behalf of the School District pursuant to the authority granted by the Board of Education of the City of East Lansing pursuant to Board action taken on July 14, 2025.

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

_____ By: _____
Date Administrator

EAST LANSING PUBLIC SCHOOLS

_____ By: _____
Date Superintendent

_____ By: _____
Date President of the Board of Education

_____ By: _____
Date Secretary of the Board of Education

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ADDENDUM A

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

HEALTH INSURANCE

The Administrator 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 Administrator and their 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. Should the Administrator select the lowest premium healthcare plan, they will be responsible for the remaining twenty percent (20%).

Should the Administrator elect coverage with a premium higher than the Board's eighty percent (80%) contribution, the Administrator shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

Note: Insurance benefits are available on a pro-rata basis if the Administrator works less than full-time. The District will pay the premium cost represented by the Administrator's then-current percentage of time working for the District; the remaining portion of the insurance cost will be paid by the Administrator through payroll deduction.

HEALTH SAVINGS ACCOUNT (HSA)

If the Administrator elects to enroll in a High Deductible Health Plan (HDHP), the Board 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 Administrator (self-only or family coverage). The Board's contribution shall be deposited into the Administrator's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

CASH-IN-LIEU (CIL)

If the Administrator does not elect medical coverage, they shall receive a \$243 monthly CIL benefit, provided the Administrator signs the district's Waiver of Medical Coverage form and proof that another qualified plan covers them.

DENTAL INSURANCE

The Board shall provide, at no cost during the life of this Agreement, a dental insurance program covering 100% of Class I benefits, 80% of Class II benefits, and 80% of Class III benefits, with an annual maximum of \$1,500. Additionally, the program includes an 80% orthodontics benefit with a lifetime maximum of \$1,500.

VISION INSURANCE

The Board shall provide, at no cost to the Administrator, the MESSA Vision Services Plan 3 (VSP-3).

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SCHOOL ADMINISTRATOR

TERM LIFE INSURANCE

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

SHORT TERM/LONG-TERM DISABILITY

The Board shall provide the Administrator with an insured income continuation plan for disability extending the Administrator's income from the tenth (10th) working day following the exhaustion of sick days and continuing for ninety (90) calendar days. At this time, the long-term disability (LTD) policy will activate. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

EAST LANSING PUBLIC SCHOOLS

AT-WILL CONTRACT

WAGE, BENEFITS AND CONDITIONS

July 1, 2025 – June 30, 2027

A. TITLE AND STATUS

East Lansing Public Schools (“Employer”) hires Vincent Watson (“Employee”) with the title Supervisor of Custodians as an at-will employee, according to the terms and conditions below. These terms and conditions will apply July 1, 2025 through June 30, 2027, unless (1) the Employee’s employment is terminated by the Employer or by the Employee 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 Employee’s employment after June 30, 2027, if any, which terms and conditions shall be in the Employer’s sole discretion.

The Employee understands and agrees that their employment with the Employer is at-will. This means that either the Employee or the Employer may terminate the employment relationship at any time, with or without cause or notice. Nothing in this agreement, or any other document or statement, shall be construed to limit the Employer’s right to terminate the Employee’s employment at any time for any reason or no reason, subject only to applicable law.

B. WAGE

The Employee shall be paid at an annual salary rate 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.

C. 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. Overtime will be paid only when required and approved, in advance, by the Employee’s supervisor. Hours will be paid for time in excess of 40 hours per week that the employee is actively performing work.

D. 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 will be initiated by the Employee or the Employee’s supervisor, with final approval by the Superintendent or designee necessary to make a change.

E. EVALUATION

The Employee’s performance shall be evaluated by the Supervisor or designee in writing, not later than June 30th of designated evaluation year.

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F. EARNED SICK TIME (EST) LEAVE

Employee will receive 12 days (96 hours) of earned sick time per school year, if working a full school year. The 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 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 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 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. 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

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- 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.
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.

G. 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.

H. 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 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

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to report to work.

3. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
4. 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.

I. WORK TRAININGS/CONFERENCES

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

J. 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 from the Employee's supervisor.

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 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.

K. HOLIDAYS

Paid holidays are: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day) New Year's Eve, 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.

L. ON CALL DUTY

Employees scheduled for on-call duty will be compensated as follows:

1. Period from the third Friday of April to the third Friday of October – \$ 50 stipend per weekend plus the Employee's hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

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2. Period from the third Friday of October to the third Friday of April – \$ 20 stipend per day plus the Employee’s hourly rate for time they physically reported to a school facility with a minimum of two (2) hours of compensation.

M. VACATION LEAVE

Employee shall receive twenty-five (25) vacation days per Contract year. 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 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 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 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 two (2) 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 PROGRAMS

To receive employee earned benefits, 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 Employee that works less than 17.5 hours per week is not eligible for the following earned benefits.

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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.

P. EMPLOYEE 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.
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.

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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 bargaining unit member, the MESSA Vision Services Plan 3 (VSP-3).

Q. RETIREMENT LEAVE BENEFITS

Upon retirement, the 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 earned 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.

R. 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.

S. RETIREMENT PLAN

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

T. 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, 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.

U. 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).

V. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

W. COUNTERPART SIGNATURES

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

Employee Signature

Date

Superintendent Signature

Date

Chief Human Resources Officer Signature

Date

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 July 28, 2025.

XI. Adjournment

Respectfully Submitted,

***Dori Leyko
Superintendent***