

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby agreed by and between the Board of Education ("Board") of the Lansing School District ("District") and Mr. Benjamin Shuldiner ("Administrator") that pursuant to Section 1229 (1) of the Revised School Code (Code), the Board does hereby employ the Administrator for a term commencing on July 1, 2024 and ending on June 30, 2027, according to the terms and conditions as described and set forth herein. This Contract supersedes any previous contract between the District and the Administrator. The District and Administrator are collectively referred to on occasion in the Contract of Employment ("Contract") as "each Party" or "the Parties."

1. Duties. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

2. Qualifications. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education (MDE), and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education or MDE, including a residency provision of living within 20 miles of the District's boundaries. If at any time Administrator 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 obligation hereunder.

3. Faithful Performance. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees that he will diligently and competently discharge his duties on behalf of the School District to enhance the operations of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District. Administrator, with approval of the Board President, may engage in speaking, writing and consulting, with or without honorarium, as long as such activities do not interfere with Administrator carrying out his duties and performance pursuant to this Contract.

4. Annual Salary. Administrator shall be paid at an annual (twelve month) salary rate of not less than Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00), prorated for the applicable term of service, in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments. Beginning with the 2025-2026 school year and for each subsequent year of this Contract, the Administrator's salary shall be increased by the average total percentage increase to salary (Cost of Living Adjustment and Steps) received by tenured teachers in the District.

According to the contract, the "Salary Scale" will be as follows:

2024-2025	\$250,000 base salary, annuity contribution will be \$37,500
2025-2026	\$250,000, 6% to base salary, annuity contribution will be \$37,500
2026-2027	\$250,000, 6% 2025-2026 salary, annuity contribution will be \$37,500

Board hereby retains the right to increase the annual salary of Administrator above the annual increase in the paragraph stated above. during the term of this Contract. Any increase in salary above the annual increase in the paragraph stated above made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Tax-Sheltered Annuity Contributions. In addition to the Administrator's annual salary, the Board annually shall contribute to a 403(b) tax-sheltered annuity plan and a 457(b) tax-sheltered annuity plan to the maximum allowed by law. The payments to the tax-sheltered annuity plans shall be made on a pro rata monthly basis for each month actually worked. All payments made under this Paragraph 5 are for services performed by the Administrator under this Contract.

6. 52-Weeks and Vacation (Annualized). Administrator is employed based on fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board, prorated for the applicable term of service. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year exclusive of paid holidays as delineated in section titled "Paid Holidays," prorated for the applicable term of service. Such vacation days shall not be cumulative from year to year except that Administrator may carry over up to a maximum of ten (10) unused days per year. Any additional and remaining unused days, the Administrator shall be paid on June 30 (the conclusion of the Contract year) at the Administrator's then per diem rate. Upon separation from employment with the District, (if occurring in the middle of a contract year) the Administrator shall be paid on a per-diem basis for all unused vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board president.

7. Technology. Administrator will be provided with a laptop, cell phone with cell service and hotspot capabilities, home internet, and desktop computer. If the Administrator chooses to use other technology than those enumerated in the previous sentence, he will be reimbursed Two Hundred and Fifty Dollars and 00/100 (\$250) per month for the life of the Contract.

8. Other Benefits. In addition to the benefits provided in this Contract, Administrator shall receive the benefits provided to 12-month administrators. In recognition of the additional time required by the Administrator to carry out the duties and obligations pursuant to this Contract, the Board shall provide Administrator with two (2) days per month of compensatory time. In addition, for each year of this Contract that the Administrator completes, the Board shall pay the Administrator longevity pay of Ten Thousand Dollars and 00/100 (\$10,000) per year as an incentive for Administrator to continue as Administrator of the District in order for the District to have continuity of leadership of the District. This distribution shall occur at the completion of each year completed. To assist Administrator in being an active member of the Lansing community, the Board shall pay Two Hundred and Fifty Dollars and 00/100 (\$250) monthly for participation in a club or organization paid to the Superintendent.

9. Evaluations. Administrator's performance shall be evaluated during this Contract to the extent required by Code Sections 1249 and 1249b (or any successor provisions), using multiple rating categories that consider data on student growth. Based on recent legislative enactments to Revised

School Code Section 1249b, effective July 1, 2024, superintendent employment contracts are required to contain an appeal process for a superintendent's evaluation process and rating received. Within fifteen (15) calendar days after Board action on the Superintendent's evaluation rating, the Superintendent may appeal an evaluation rating of "Needing Support." The written appeal must be delivered to the Board President and must identify the specific reason(s) for the appeal as well as the remedy sought. No later than fifteen (15) calendar days after the Board President's receipt of the appeal, a meeting shall be scheduled for the Board to review the Superintendent's appeal. As permitted by the Open Meetings Act, the appeal review may be conducted in closed session at the Superintendent's request. The Board's decision is final and is not subject to arbitration.

10. In addition to the increase to Administrator's annual salary, the Board shall pay the Administrator a performance incentive as follows:

- a) If the District records an Eighty Five Percent (85.00%) (or higher) 4-year graduation rate according to the MDE audited numbers, the Superintendent will receive a Ten Thousand Dollar and 00/100 (\$10,000) bonus to be paid at the following pay period on the publishing of the audited numbers;
- b) If the District records an Eighty Five Percent (85.00%) (or higher) yearly attendance rate according to the MDE audited numbers, the Superintendent will receive a Ten Thousand Dollar and 00/100 (\$10,000) bonus to be paid at the following pay period on the publishing of the audited numbers;
- c) If the District records a count of ten thousand (10,000) students or more, according to the MDE audited numbers, the Superintendent will receive a Ten Thousand Dollar and 00/100 (\$10,000) bonus to be paid at the following pay period on the publishing of the audited numbers; and

11. Termination during Term of Contract and Non-Renewal. The Board shall be entitled to terminate Administrator's employment for cause at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, material breach this Contract, or for other causes that are not arbitrary or capricious.

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

In the event that the Board undertakes to terminate Administrator for cause during the term of this Contract, he shall be entitled to written notice of charges at least 14 calendar days prior to any hearing and an opportunity for a hearing before the Board. In the event of termination of employment for cause during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

12. Retirement and Resignation. The Administrator shall provide at least sixty (60) days' written notice to the Board of his intent to resign or retire and terminate this Contract unless the Board and Superintendent mutually agree to a different timeline. If the Administrator fulfills this timeline, the Board will accept the resignation or retirement. Upon separation from employment with the District, the Superintendent shall be paid on a per-diem basis for all unused vacation and sick days as delineated in Sections "52-Weeks and Vacation (Annualized)" and "Paid Sick Leave." If the Administrator does

not meet the timeline, then Administrator forfeits pay for all vacation and sick days when Administrator resigns or retires from employment.

13. Leaves of Absence. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, with or without reasonable accommodations, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Upon utilizing leave under this provision, Administrator 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 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 his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion 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 Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his 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, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider that addresses Administrator's ability to perform the essential functions of his position. 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.

14. No Tenure. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

15. Medical Examination. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall

be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

16. Health/Medical/Disability Benefits. 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 Administrator, and as applicable his eligible dependents, in accordance with the wage and fringe benefits package applicable to the Superintendent's Executive Team. Provided, however, that Administrator may, in his discretion, seek continuation of group health coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for the periods (if any) available to Administrator or elect to have private health insurance through direct individual plan options during the duration of his employment, the Board will cover the applicable costs not to exceed the annual amount specified in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA152, for the category in which Administrator falls.

The amount the Board shall pay toward medical insurance for Administrator shall neither exceed the amount that the Board pays for members of the Superintendent's Executive Team nor the annual amount specified in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, for the category in which Administrator falls. Correspondingly, Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the COBRA or insurance coverages specified above, as may be determined by the Board, in its discretion; however, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act. The Board will notify Administrator of the premium amount for which he is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation if applicable.

17. Long-Term Disability. The District shall provide long-term disability insurance to Administrator, if he qualifies, as follows: Such plan shall provide protection against long-term disability, with at least the following provisions:

- A. After the Administrator has been totally disabled for a continuous period of thirty (30) days or expiration of his sick leave benefits, as set forth in this Contract, whichever comes later, the plan pays a monthly benefit of 66.67% of the Administrator's basic monthly earnings.
- B. Any monthly benefit which is payable under the plan shall be reduced by the amount of benefits received through Workers' Compensation, Social Security or Michigan Public School Employees' Retirement.

18. Paid Sick Leave. Administrator shall be granted at the beginning of each year fifteen (15) days of absence from work with full pay for personal illness, injury, emergencies, or any other approved reason. Unused paid sick leave days may be rolled-over for use in subsequent years for absence due to personal illness or disability of Administrator. Unused sick days will be eligible for payout and/or contribution to a retirement plan, (403(b) or 401(a), as requested by the Administrator, upon termination of employment up to a maximum of sixty (60) days, unless Administrator does not provide at least sixty (60) days' written notice to the Board of his intent to resign or retire.

19. Term Life Insurance. The District shall provide Administrator with a term life insurance policy, if he qualifies, providing coverage in the amount of two (2) times Administrator's annual salary (2 x to the next \$1,000). The provision of said life insurance coverage shall be contingent upon the Administrator's health being such that he qualifies with the requirements of the insurance carrier for coverage on a non-rated premium basis.

20. Policyholder and Policy Terms Controlling. The Board reserves the right to change the identity of the insurance carrier, policyholder or third-party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

21. Paid Holidays. Administrator is entitled to the following fourteen (14) paid holidays per year (July 1 — June 30), pro-rated for the term of this Agreement, for which no service to the District is required: the day before New Year's Day, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, the day before Thanksgiving, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, and Christmas Day. In the event Administrator is required to utilize any portion of any such legal holiday in the performance of his work-related duties, he will be compensated by receiving one (1) additional vacation day in the same fiscal year.

22. Travel Expenses. Administrator shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. The Administrator may attend appropriate professional meetings and conferences at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto ("Reasonable Expenses") not prepaid by the Board. The Administrator is responsible for informing the Board President of his attendance at local, state and national meetings and conferences. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with Board policy in order to be reimbursed.

23. Professional Development. Subject to approval by the Board President and consistent with Board policy, the Administrator may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development and certification. The District shall pay the Administrator's reasonable expenses related to that attendance including registration fees, tuition, travel, lodging, and meal expenses for himself. The fees or dues for Administrator's membership in appropriate professional organizations, or tuition and/or registration costs associated with appropriate professional learning opportunities and professional certifications shall be paid by the Board in an amount not to exceed Six Thousand Dollars and 00/100 (\$6,000.00). Administrator shall be allowed to attend three (3) professional meetings, conferences, and professional development opportunities at out-of-state locations without prior Board approval which shall include not-to-exceed reimbursement rates for Reasonable Expenses not pre-paid by the Board.

24. Liability Insurance. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than Five Million Dollars and 00/100 (\$5,000,000). The terms of any such errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized by MCL 691.1408 and MCL 380.1a(3)(d).

25. Automobile and Related Expenses. Administrator shall be required to own or lease and operate an automobile for the purpose of traveling to the various school buildings and facilities of the District, as well as to attend out-of-District meeting and conferences within reasonable driving distance of the District. To assist with such travel and related expenses, the Board shall pay Administrator One Thousand Dollars and 00/100 (\$1000) per month.

26. District Credit Card. Administrator shall be provided a District credit card for use toward District expenses in accordance with applicable Board policy and procedures. Administrator shall support disbursements from said account by invoices and receipts and identification in writing of the related business purposes, which records shall be provided to the Finance Office on a monthly basis, for review by the Board Finance Committee, and for review and approval by the Board.

27. Alternative Dispute Resolution. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such 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 except as expressly noted below. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge 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 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 Administrator. Instead, this agreement to arbitrate claims applies to those matters that would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

Notwithstanding the fact that the AAA National Rules for the Resolution of Employment Disputes may have a different arrangement for payment of the arbitrator's fee and costs, the parties expressly state their intent that the arbitrator's fees and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board. Each party shall be responsible for its own attorney's fees.

Any claim for arbitration under this provision must be filed with the American Arbitration Association and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 30th Judicial Circuit (Ingham County), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

28. Attorney Fees. The Board shall reimburse the Administrator for reasonable attorney's fees associated with negotiating this contract. Such fees shall not exceed \$2000.

29. Entire Agreement. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are canceled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

30. Severability. If any provision of this Agreement 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).

31. Limitations Period. Administrator agrees that any claim or suit arising out of Administrator'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. 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 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.

32. Knowing and Voluntary. Administrator recognizes that this is a legally binding contract and acknowledges and agrees that he has read and understands this contract, is entering into it freely and voluntarily, has been hereby advised to seek counsel prior to entering into this contract, and has had ample opportunity to do so. Each party has cooperated in the drafting, negotiation and preparation of this contract, which shall not be construed against either party as the drafter.

33. Authority. This Agreement is executed on behalf of the Lansing School District pursuant to the authority granted as contained in the motion of the Board adopted on NOVEMBER, 21, 2024, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective on the day and year first written above.

Date:

11/26/24

ADMINISTRATOR



Benjamin Shuldiner

Date:

11.21.2024

LANSING SCHOOL DISTRICT
BOARD OF EDUCATION

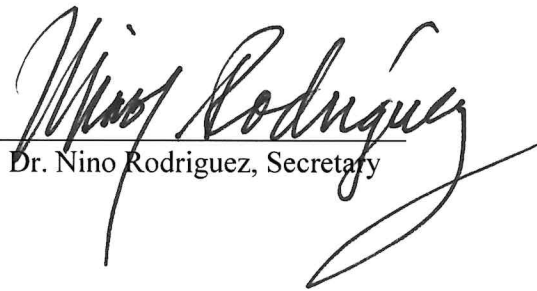
By: 

Rachel Willis, President

Date:

11.21.2024

By:



Dr. Nino Rodriguez, Secretary