

L'ANSE CREUSE PUBLIC SCHOOLS  
NON-AFFILIATED PERSONNEL  
INDIVIDUAL EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this 1st day of July, 2024 by and between the L'Anse Creuse Public Schools (first party) and XXXXXXXX (second party).

This contract revokes and otherwise supersedes any and all other individual employment contracts that may be in effect as of this date, which concern the employment relationship between the first and second party.

The first party hereby agrees to employ the second party during the period commencing July 1, 2024 and terminating June 30, 2025, subject to the provisions of this contract. The second party shall be assigned to the position of XXXXXXXX subject to the provisions of this contract.

1. Second party hereby accepts said employment for said term and represents to first party that he/she is qualified, certified, and endorsed under the laws of the State of Michigan to perform the duties of the position listed above. Second party agrees that the initial year of employment constitutes a probationary period. First party will notify second party of the satisfactory or unsatisfactory completion of the probationary period on or before March 31<sup>st</sup> of the initial year of employment in said position. The Superintendent of Schools, in his or her sole discretion, will make the final determination of whether the second party satisfactorily completed the probationary period based on observation, evaluation, and the established performance review process. Failure of the second party to satisfactorily complete the probationary period will result in termination of this Contract and will be grounds for nonrenewal pursuant to Section 1229 of the Michigan Revised School Code, MCL 380.1229. Nothing in this Paragraph may be construed to modify the first party's ability to terminate this Contract for any other reason stated herein. Second party agrees to conform to all provisions of law relative to the qualifications of his/her position and to perform all the duties thereof for first party during the life of this agreement. Second party agrees to devote his/her full time and effort to his/her duties, except for such vacation, sick, personal business and paid leave periods as may be granted to him/her by the first party and also agrees to accept no further employment during the life of this agreement during time scheduled to work. Second party further agrees to conform to such rules and regulations respecting hours of work and other matters pertaining to the proper functioning of the school system as the Board of Education may from time to time prescribe.
2. It is expressly understood that the Superintendent of Schools may at his/her sole discretion assign second party to any position consistent with his/her certification and qualifications.

3. As permitted pursuant to the Michigan Teacher's Tenure Act, MCL 38.71 et seq., tenure is not granted to the second party by virtue of this contract or otherwise by

virtue of his/her employment by the first party. Tenure may be obtained, if at all, only within the position of a classroom teacher.

4. This contract may be terminated by the first party prior to the expiration date herein for any reason that is not arbitrary or capricious, including but not limited to less than effective performance or conduct that violates any of the terms or covenants of this contract or Board Policy. The second party may terminate this contract during its term by giving written notice of his/her election to do so, delivering such notice to the Superintendent of Schools.
5. In the event that the Board of Education decides not to renew the second party's contract, as herein set forth, the second party shall be provided such notice as is required by law. The second party acknowledges that she/he has no expectation of employment by the School District beyond the expiration date established in this contract or beyond the probationary period established herein. The decision whether to renew or not to renew or extend the contractual relationship is solely that of the Board of Education for the School District, consistent with applicable legal requirements.
6. The first party may terminate the second party's employment during said term of this contract in the event that the first party determines that its financial condition is sufficiently grave as to warrant a reduction in personnel, including a necessary reduction in the second party's position. The first party may terminate the second party's employment during said term of this contract if restructuring of the staff results in the elimination of the position to which the second party is assigned. Notice of such termination, however, must be provided, in writing, to the second party at least sixty (60) calendar days prior to the termination dates so designated by the first party.
7. Should the second party be unable to perform the duties and obligations of this contract, by reason of illness, accident, or other causes, and such disability is permanent, irreparable, or of such nature as to make the continued performance of the second party's duties improbable as certified by a licensed and qualified health care professional, the first party, at its option, may forthwith terminate this contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate any short-or long-term disability insurance benefits that apply by operation of other provisions of this contract.
8. Where any inconsistency exists between the terms of this contract and any rule, regulation or policy of the Board of Education in effect on the date hereof, the terms of this contract shall prevail; provided that the Board of Education retains the right to modify its policies, rules and regulations or adopt new policies, rules and regulations not contrary to the express provisions of this contract after the date hereof and any such changes will be applicable to the second party.

Nothing in this Paragraph may be construed to modify the obligation of the second party to comply with applicable policies, rules, and regulations adopted by the Board of Education, either before or after the execution of this contract.

9. This contract is subject to all applicable Federal and State statutes, rules and regulations.
10. The second party shall be entitled to only those health/medical, dental, optical, life, LTD insurance benefits, vacation, sick days, personal business days, paid leaves, holidays, severance pay and will work the number of days as applicable to his/her position as stipulated in the Non-Affiliated Handbooks and longevity, mileage reimbursement, step placement on the salary schedule, base salary, out of class pay, miscellaneous payment, degree differential will be as stipulated in paragraph 12 of this contract.
11. First party agrees to pay second party for his/her actual services as stated above for said period, July 1, 2024 through June 30, 2025 in equal installments. The salary for the 2024-2025 fiscal year, shall be as indicated in paragraph 12 below and will be prorated if actual days worked are less than the scheduled days of work. The base salary, insurance benefits, sick days, personal business day use and accumulation, holidays, work days, longevity, step placement, degree differential, miscellaneous payment, paid leaves and payout of sick leave for any subsequent fiscal year(s) shall be determined by the first party, and made known to the second party, if reasonably possible, prior to July 1 of said fiscal year(s). If this contract shall be terminated prior to the end of the employment period as above stated, the second party shall be entitled only to the prorated part of said salary.
12. The following shall be paid to the second party for the 2024-2025 fiscal year;
  - A. Index: 0.000                      Step:  
(LCAA HS Principal Max \$141,162)
  - B. 2024-2025 Base Salary
  - C. Miscellaneous payment
  - D. Degree Differential
  - E. Longevity
  - F. Out of Class Pay  
Mileage Stipend - IRS rate as per Board policy

The foregoing contract constitutes the complete understanding of the parties relative to the employment of the second party. The second party acknowledges that no other promises or agreements, written or oral, relative to his/her employment and/or continuation of employment exist. The second party acknowledges and agrees that his/her expectations in relation to the probationary period, possible renewal or non-renewal, termination or extension of this contract, and all other aspects of the employment relationship, are exclusively controlled and determined by the provisions of this contract, and any document(s) expressly incorporated within this contract, and that no person or entity other than the Board of Education for the School District, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

SECOND PARTY

FIRST PARTY

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT