

LISD/LVTEA

AGREEMENT BETWEEN
THE LENAWEE INTERMEDIATE SCHOOL DISTRICT
AND THE
HLCEA-LVTEA-MEA-NEA

July 1, 2018 - June 30, 2021 pursuant to Article XVIII Duration of Agreement

LENAWEE INTERMEDIATE SCHOOL DISTRICT

LVTEA

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AGREEMENT BETWEEN
THE LENAWEE INTERMEDIATE SCHOOL DISTRICT
AND THE
HLCEA-LVTEA-MEA-NEA

THIS AGREEMENT, entered into this May 7, 2018 by and between the Lenawee Intermediate School District Board of Education, hereinafter called the "Board" and the Hillsdale Lenawee County Education Association-Lenawee Vocational-Technical Education Association-Michigan Education Association-National Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 336 of 1947, as amended, for all state occupational certified instructors with regular classroom assignments during the normal two-shift operation, the Co-Op Coordinator, and Work Based Learning Teacher Coordinators, employed by the Lenawee Intermediate School District. Excluded are Coordinator-Student Recruiting/Marketing, Vocational Counselor, Supervisor of Placement Services, Career Education Curriculum Coordinator and all other supervisory, administrative and executive personnel; office and clerical employees; custodial employees; all substitute teachers; aides; occupational instructor's assistants; special needs program; special education personnel; and part-time adult, evening and summer school instructors; and all other employees not specifically included as a part of the bargaining unit above mentioned. The term "teacher," when used hereinafter in this Agreement, shall refer to only those employees represented by the Association in the bargaining unit as above defined and reference to male teachers shall include female teachers.

B. Newly created job categories will be included within the bargaining unit upon agreement of the parties. If the parties cannot reach agreement on the inclusion or exclusion of a newly created position within thirty (30) days, either party may submit the dispute to the Michigan Employment Relations Commission (MERC).

C. Additionally, this agreement recognizes that students are the reason that the LISD exists and will strive to further the education of each student through this agreement. We believe that our goal is that all students will leave the TECH Center being globally prepared for work and prepared for education at the post-secondary level. Through our partners in secondary, post-secondary and business/industry, our students will possess the career skills necessary to achieve their goals in the 21st century workplace.

ARTICLE II

BOARD OF EDUCATION RIGHTS

A. In addition to all rights vested in the Board of Education by Federal and State law and any application of administration regulations, it is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III

ASSOCIATION AND EMPLOYEE RIGHTS

A. The Board hereby specifically agrees that the teachers shall have all rights as specified in Act 336 of 1947 as amended (or other laws of Michigan, or the United States, or the Constitutions of Michigan and of the United States).

B. It is specifically agreed that no employee of the Board shall discriminate against any other employee or student on the basis of race, creed, color, national origin, sex, marital status, religious affiliations, age, disability, or membership in the Association, or lack thereof, or for any lawful activities of the Association, or all other forms of discrimination defined by law.

C. The Association will admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, religious affiliations, age, disability, or all other forms of discrimination defined by law.

D. The Board agrees not to negotiate with any other teacher's organization other than the Association for the duration of this Agreement for the above described bargaining unit. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

E. The Association shall have the right to use school buildings at reasonable hours for meetings while their contract is in full force and effect, provided they have prior approval from the Principal or his/her designee. The foregoing shall apply only if the Association representatives check into the building by notifying the Principal or his/her designee of their presence and comply with the rules and regulations of the school. In the event any authorized representative fails to do so, the Principal may, after a written warning, remove the rights accorded under this paragraph. Bulletin boards, office equipment in unrestricted staff areas, and telephones shall be made available to the Association and its members at no expense to the Board. The Association shall be responsible for any material placed upon the bulletin boards or distributed through mailbox or mail distribution or daily bulletins.

F. From time to time, the Board agrees to furnish two copies to the Association in response to reasonable requests from time-to-time, all information available to the residents of the district, tentative budgetary requirements and allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association. Such information shall, however, be prepared only in such form as it is prepared for use of the Board of Education.

G. The private and personal life of a teacher shall in no way affect the employment status of said teacher so long as these activities do not adversely affect the teacher's effectiveness as a professional classroom teacher.

H. The parties agree that the evaluation of student performance is the responsibility of the student's teacher, since such individuals have first-hand knowledge of the student(s) skills, abilities, and achievements. The grade given to a pupil by a teacher will not be changed without prior consultation and input with the teacher.

ARTICLE IV

PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the teacher's salary and make appropriate remittance for the following:

- a. Insurance
- b. Annuities, 403(b), and 457 Retirement Plan options
- c. All charitable organizations authorized

and for any other deductions that are mutually agreed to or as required by law or ordered by the courts. Payment of all net compensation after other approved deductions shall be made to all Members according to the payroll schedule established by the District, by one electronic deposit each date to one recognized financial institution of the Member's choice. If the Member requests any compensation to be electronically deposited by more than one transaction to the same financial institution, or to more than one financial institution, a reasonable fee shall be established by the Administration for the additional electronic transaction.

B. Payment of all compensation shall be made to all members according to the Employer's bi-weekly schedule of compensation dates, by one electronic deposit each date to one recognized financial institution of the member's choice. If the member requests any compensation to be electronically deposited by more than one transaction to the same financial institution, or to more than one financial institution, a nominal fee shall be established by the Administration for the additional electronic transactions.

1. Employer will pay employees pursuant to Employer's bi-weekly schedule of compensation dates, provided however that, employee compensation will be paid by Employer to employee on or before the fourteenth (14th) day following the end of the work period in which the scheduled salary is earned.

C. Employee Work Time Keeping

1. Employer and employees understand and agree that the Employer is responsible for maintaining complete and accurate records of employee work time, including, but not limited to, employee's work start-time and end-time. Employer and employees also understand and agree that Employer methods for timekeeping of all employees covered by this Agreement will be determined by the Employer, and are subject to change from time to time at the discretion of the Employer.
2. For extra duties performed that are not part of the employees annual established salary work schedule, the Employer may require employees to clock in and out of work using an electronic or other mechanical system which will track employee time worked. The system will track employee work time in accordance with applicable law, regulation, and Employer

Policy. Regarding timing of pay for extra duties performed, employee will receive pay for time worked two (2) weeks after the last work day of the pay period in which the duties were performed, unless otherwise scheduled at the discretion of the employer.

ARTICLE V

TEACHER HOURS, ASSIGNMENT AND EMPLOYMENT CONDITIONS

A. Acknowledging the professionalism of teachers and the work that they do, the teacher shall be on duty and work the hours required to accomplish the total teaching assignment and responsibility. The teachers' work schedule shall be established by the Board with full consideration of the parameters established in this article. The teachers' workday shall be a minimum of seven hours and five minutes. The workday shall be defined as 7:45am to 2:50pm. All teachers shall be in their assigned classroom/lab by 8:45am for the morning shift and by 12:00 noon for the afternoon shift.

No teacher shall be assigned more than five (5) hours and fifteen (15) minutes of teaching during any workday. All instructors will endeavor to maintain student discipline and decorum in hallways or other areas of the school even though the students involved may not be under their direct charge.

The school year shall consist of 184 student days and 4 teacher workdays.

The administration may schedule a meeting once a month, not to exceed one (1) hour and that the Association be given seven (7) calendar days advance written notification. This meeting shall commence at 7:45am.

The administration may schedule in-service programs and/or regular faculty meetings before the start of normal class, not to exceed five (5) mornings per month, provided seven (7) calendar days advanced written notice has been provided to the Association. This advanced notification may be waived if deemed necessary by the mutual agreement of the Principal and the Association President.

Furthermore, the administration shall have the flexibility to schedule an after school in-service and/or regular faculty meeting with seven (7) calendar days advanced written notice to the Association. In the case of a scheduled after school in-service or faculty meeting, staff will report fifteen (15) minutes prior to the commencement of classes and shall remain forty-five (45) minutes after the last class. Scheduling these activities after school is the exception, and the rationale for the after school activities shall be provided to the Association President.

It is expressly understood that short staff meetings for updates, announcements, etc., are not included in the five (5) mornings/ afternoons stated above.

The required time for the Work Based Learning Teacher Coordinator and the Co-Op Coordinator shall be the same length as that for teachers; however, the exact schedule may be modified for a flexible work day/work year, provided such is approved by the Supervisor.

In addition, the Co-Op Coordinator may be expected to attend meetings at times other than the scheduled required time. If and when additional Work Based Learning Teacher Coordinator and Co-Op Coordinator position(s) are created, the working hours for the position(s) may be modified for an adjusted workday. It is agreed that modifications to the workday will be mutually agreed upon between the Work Based Learning Teacher Coordinator(s) and the building Principal.

LVTEA members shall arrange with the administration at least the minimum number of days/hours to fulfill the state requirement for professional development.

B. Each teacher shall have a thirty (30) minute duty free lunch period.

C. 1. No teacher shall be required to attend more than five (5) hours of in-service and/or regularly scheduled faculty meetings per month. This shall not include the teachers' participation in various sub-committees and faculty advisory committees. In addition to the above, teachers shall be required to attend no more than one open house each semester/trimester, scheduled outside the regular work day. Building trades will hold no more than two (2) additional open houses. Teachers will be given at least two weeks notification of an open house.

C. 2. Parent-Teacher Conferences will be held each school year. On Parent-Teacher conference day, the morning session will be held for students; however, students will not report for the afternoon session. The date and time for Parent-Teacher conferences will be set by Administration as soon as possible, but no later than the beginning of each school year.

D. The administration will endeavor to have one (1) administrator or his/her designee in the building during normal school hours when high school students are present to assist in discipline problems.

E. The assignment of student teachers to regularly employed staff shall be voluntary.

F. The Board of Education shall make available to all teachers the written Board policy concerning student disciplinary procedures.

G. Both parties recognize that optimum school facilities for both student and teacher are desirable to assist in high quality education which is the goal of both the Association and the Board. In an attempt to strive toward optimum facilities, the following guidelines are suggested for ratio of pupil-teacher in the areas below specified:

Agri-Tech	24-1
Auto Collision Repair & Refinish	23-1
Auto Services Technology	24-1
Biochemical Technology	22-1
Building Trades	22-1

Certified Nurse Aide	12-1
Computer Information Services	24-1
Computer Programming	24-1
Culinary Arts	30-1
Dental Aid	24-1
Education Careers	24-1
Emergency Medical Technician	22-1
Engineering, Design, CAD	24-1
Engineering, Robotics & Emerging Tech	24-1
Graphic Imaging Technology	24-1
Health Care Careers	24-1
Horticulture	24-1
Machining & CAM	24-1
Marketing & Entrepreneurship	24-1
Natural Resources	24-1
Nursing Preparation	16-1
Residential Construction	16-1
Video & Audio Production	24-1
Welding Technology	19-1

The above stated ratios include students with an individual education plan (IEP), Section 504, or other special needs and refers to pupil-teacher ratio and not to shop or laboratory load. In the event the above stated ratio is increased it will be the responsibility of the administration to consult with the teacher and to provide the Association with written statements explaining the reasons behind such assignments of students.

H. Curriculum materials and access to professional education research publications will be provided by the Board within budgetary limitation.

I. The Board will continue to provide typing and duplication services for preparation of instructional material as it has in the past.

J. The Board shall provide:

1. A separate desk for each teacher in the LISD TECH Center with lockable drawer space.
2. Space for every teacher to store personal articles.
3. White board space in every classroom.
4. Within budgetary limits, the Board will provide for each teacher: texts, storage space in each classroom for instructional materials, student attendance systems, paper, pencils, and will make available electronic dictionaries for the teachers. Other materials required by the teacher may be requested by the teacher to the immediate supervisor and such requests will be given prompt consideration.

K. Teachers will not be required to drive a school bus as a part of their regular assignment.

L. Restrooms and teachers' work area will be provided. Students and other non-staff are not allowed in the teachers' work area except with the permission of an administrator and/or instructor.

M. Communication systems will be made available for staff use according to LISD Board policies.

N. Parking facilities shall be provided at the LISD TECH Center and designated for faculty use.

O. A safety committee shall be set up by the Principal of the LISD TECH Center to receive suggestions from the faculty concerning possible unsafe or hazardous conditions for ultimate recommendations to Assistant Superintendent and/or the Board of Education.

P. There will be established a joint administration-faculty curriculum study committee established for the purpose of making recommendations regarding the improvement of the curriculum at the LISD TECH Center. The committee shall include representation from Jackson Community College. It is understood that the LISD TECH Center curriculum study includes close contact with the CTE Program advisory council, the LISD TECH Center Administrative Advisory Committee, constituent school district administrators and teachers, the Vocational Division of the Michigan Department of Education, the administration, the teachers and the student body and others. This study committee will serve without pay, it being recognized that the improvement of curriculum is part of the duties of the staff and part of their professional responsibilities. This committee will serve no more than four (4) hours per month without the mutual consent of participants.

Q. All employees will contribute towards a gift and flower fund. The amount to be established jointly by the Association and Administration.

R. A teacher's individual schedule may not conform to the normal day school operations. If a teacher's hours (equal to the length of the normal work day) are changed to start earlier or later than the normal school operations, then s/he shall be notified at least one (1) month prior to the change. Further, supportive rationale shall be provided to the teacher by the administration for the change. In the event the schedule changes are not acceptable to the employee, the Board shall have the right to lay off the employee. In such instances, the employee shall be entitled to a thirty (30) day notice of layoff. This layoff language supersedes any other layoff language contained in this Agreement.

In the event a proposed schedule of a staff member would be interrupted by a non-teaching period or periods, then he/she shall be notified at least one month prior to the change. Further, supportive rationale shall be provided to the teacher

by the administration for the change. In the event the schedule changes are not acceptable to the employee, the Board shall have the right to lay off the employee. In such instances, the employee shall be entitled to a thirty (30) day notice of layoff. This layoff language supersedes any other layoff language contained in this Agreement.

S. 1. A teacher whose program is being eliminated or who has a shift without sufficient students scheduled may be given the options of being laid off or of being retrained if necessary for another position. The position, type, and length of retraining would be identified by the administration and the teacher would receive his/her regular compensation. The retraining costs may be borne by the Board. The position being trained for would not be subject to the job posting requirements stated elsewhere in this contract. In the event the conditions of the retraining and/or the new position are not acceptable to the employee, the Board shall have the right to lay off the employee. In such instances, the employee shall be entitled to a thirty (30) day notice of layoff. This layoff language supersedes any other layoff language contained in this Agreement.

S. 2. The Board agrees to support a teachers acquisition of course work which leads to certification in subject areas pursuant to a planned program approved by the Intermediate School District's Superintendent or designee (e.g., math, English, science). The Board's support will consist of reimbursement of the tuition cost only paid by the employee for the course work required by the State/MDE in order for the employee to obtain certification for their position. However, the Board reserves the right to deny requests for tuition reimbursement in the event the Superintendent determines that it is advisable to do so because of budgetary limitations or other reasons in the sole discretion of the Superintendent. Approved tuition reimbursements shall be paid according to and with the use of the: the TUITION AGREEMENT located in Article XV: Miscellaneous, Paragraph I.

T. Program advisory committee meetings will be held at least twice each school year for each LISD TECH Center program with one meeting being held by the end of November and the second meeting held by May 15. The meetings shall be held at least 60 days apart. In addition to the advisory committee members, attendees shall include the LISD TECH Center instructor and administration representation.

ARTICLE VI

REQUIREMENTS FOR CONTINUED EMPLOYMENT

A. It is recognized by the Association that the initial requirements for employment are within the prerogative of the Board of Education and to a large extent determined by the Department of Education certification division for job classifications contained within the bargaining unit, and/or the Revised School Code.

B. At the time of employment, all teachers must file with the Intermediate Board of Education a teaching certificate, unless on Annual Occupational Authorization.

C. Those teachers on Annual Occupational Authorization shall provide information consistent with current laws covering Annual Occupational Authorization which states the following:

Proof that the non-certified teacher is annually and continually enrolled in completing credit in an approved vocational teacher preparation program leading to vocational certification; and college/university transcripts will be provided to the administration by August 15th of each year while on annual authorization. In the event that the college/university is not timely in sending the transcript(s), a letter from the college/university will suffice in the interim. In the final year of annual authorization as defined by the Michigan Department of Education, the teacher shall provide proof that s/he shall graduate and will become certificated in their program area by the start of the next school year by February 1.

D. All teachers must maintain proper certification by the Department of Education and furnish to the Board of Education a mailing address and telephone number which must be kept current. All teachers on the staff are encouraged to show evidence of professional growth throughout the course of their employment in the district.

E. Other requirements of federal and state law and applicable administrative regulations.

ARTICLE VII

COMPENSATION AND BENEFITS

A. See attached salary schedules.

B. The school year shall consist of 184 student instruction days and four teacher workdays and will follow the negotiated county calendar. However, if changes in law affect school or work calendars, or if a county calendar is established that is different than any previously negotiated school, work, or county calendar, the Administration shall have the right to establish or change the school or work calendars while maintaining 184 student instruction days and four additional teacher workdays for a total 188 workdays.

C. The last workday may be for student instruction. If not used for student instruction, the last workday may be used for records, curriculum development, professional development or to work on other LISD TECH Center future direction initiatives.

D. In the event school is closed due to an Act of God, defined as conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical failure, health conditions as defined by the City, County, State or Federal authorities, or other reason beyond the control of the Board and the day cannot be counted as a day of student instruction under State law, employees shall be excused from reporting to duty without loss of pay. The Board shall have the right to reschedule any day that is lost because school was closed if the lost day cannot be counted as a day of student instruction under State law. It is agreed and understood that at the time this Agreement was entered into two (2) is the maximum number of lost days that could be counted as days of student instruction. Employees shall work on such rescheduled days without additional compensation. Such days shall be rescheduled on dates mutually agreeable to the Board and Association, with the understanding that such days shall be added to the end of the calendar if mutual agreement cannot be reached.

Members will not be required to report on the first and second Act of God day and the lost day(s) will only be rescheduled if necessary due to students being in attendance at the end of the school year. After the first two Act of God days the Board shall reschedule days lost. Employees shall work on such rescheduled days without additional compensation. Such days shall be rescheduled on dates mutually agreeable to the Board and Association prior to the end of the current Calendar, with the understanding that such days shall be rescheduled by Administration prior to July 1 if mutual agreement cannot be reached. It is further understood that all rescheduled work days may be accomplished with individual or group assignments with the approval of the Administration.

For the purposes of this section, it is agreed that the requirements set forth in Section 1284 of the Revised School Code shall be deemed to be applicable as if

Lenawee ISD was a general power school district rather than an intermediate school district.

E. Association members may, at the discretion of the Superintendent or designee, be granted teacher days during the academic year in which members, on an individual basis, may be released from their regular duties without loss of compensation for the purpose of participating in professional conferences, coordinators' meetings, visits to other schools, research in their fields of work and trips to higher institutions of learning. A request to the administration must be made five (5) days prior to the use of the day or days.

Voluntary leaves of absence for the purpose of professional improvement may be available. Terms of the leaves, including beginning and ending dates and compensation and benefits, will be determined on an individual basis by the Superintendent or his/her designee after consultation with the involved instructor.

F. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.

G. The Board will maintain a policy to protect all employees from any claim arising from personal or property liability while in the pursuit of their employment responsibilities with the school district, unless the liability arises from the intentional misconduct or gross negligence of the employee.

ARTICLE VIII

LEAVES OF ABSENCE

The twelve (12) month period will be considered a rolling year.

A. Teachers working full-time (1.00 FTE) will be granted twelve (12) sick leave days per year to be used for absences caused by illness or injury of the teacher, or illness of the immediate family that requires the teacher's personal attention. Immediate family shall include spouse, children and parents. Only personal illness or disability and/or emergency medical procedures are covered by this sick leave policy with the exception of the use of one-half sick day for an Act of God day absences. The use of this exception would not impact the teachers' possible receipt of the \$150 payment for not using sick days as described below. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation or after school periods shall not be covered by this sick leave policy. Unused sick leave will be allowed to accumulate to one hundred sixty (160) days. Part-time employees will be granted pro-rated sick leave days.

Teachers who do not use any sick days during a semester will receive \$150.00. Payment will be made using the regular LISD payroll system, within thirty (30) days of the end of the semester.

Any teacher that can anticipate a prolonged disability which would cause the teacher to be absent from work for five (5) consecutive days or more, and for which s/he will use sick leave or Long Term Disability Insurance (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the Assistant Superintendent Instruction in writing as soon as possible. The notification shall contain the projected days of absence. The Board reserves the right of written verification from the teacher's physician. The teacher must return to work as soon as the disability ends.

Teachers returning from such leaves shall provide the Board with a physician's statement that they are medically able to return to their duties.

The Association recognizes that abuse of sick leave is non-professional behavior and will caution its members that such abuse may result in disciplinary action including loss of pay.

Also, pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1250 hours during the prior 12-month period, is entitled to 12 work weeks of leave during any 12-month period without pay, with the employee's health insurance coverage maintained in accordance with FMLA for one of the following reasons:

- a. due to the birth of the employee's child and/or to care for the employee's newborn child;

- b. due to the placement of a child with the employee for adoption or foster care;
- c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition which involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act.

In accordance with the FMLA and its regulations, leave may be taken on an intermittent basis rather than all at once or the employee may work a part-time schedule.

Eligible employees are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence. Where permitted by the FMLA, a teacher shall have the right to substitute paid leave for FMLA unpaid leave, however, the paid leave shall count towards the 12 weeks of FMLA time.

An employee has the right to return to the same position or equivalent position with equivalent pay, benefits, and working conditions at the conclusion of the FMLA leave. The taking of FMLA leave cannot result in the loss of any benefit that accrued prior to the start of the leave.

The twelve (12) month period will be considered a rolling year.

B. Teachers shall be granted two (2) personal leave days per school year subject to the following guidelines:

1. No more than two (2) teachers shall be absent on a given day. Any exceptions shall be subject to the approval of the Principal.
2. Teachers will not be allowed to take their personal leave day on days before or after scheduled break; i.e., Thanksgiving, Christmas or Easter; on full or partial in-service days; on Sophomore Tour Days; on Eighth Grade Visitation; nor on Student Awards Assembly Day.
3. The Principal's approval of the day shall be granted in order of the request(s), subject to the above limitations.

4. When possible, at least twenty-four (24) hours advance notice is to be given.
5. Unused days shall be added to the teacher's accumulated sick leave.

C. Where a teacher's illness extends beyond his/her accumulated sick leave, the Board may require an examination by a physician of its choice, but such examination shall be at the Board's expense, and the teacher will be permitted to receive a copy of any such report furnished to the Board or its designated agent by said physician.

The Board, at its expense, may require a teacher to furnish a doctor's statement verifying illness if there is a misuse of sick leave.

If the District has cause to believe that a teacher is incapable of returning to work after an extended (five or more days) mental/nervous medical leave of absence, the District has the right to have the teacher undergo an examination by an independent Psychiatrist or Certified Psychologist, jointly selected by the District and the Association in consultation with the teacher.

D. All teachers employed are covered under Michigan Workers' Compensation Law and are entitled to receive benefits as provided by law. Teachers shall continue to accumulate seniority up to a maximum of one additional full year in the position they were in at the time they qualified for workers' compensation. This seniority accumulation shall be governed by the seniority definition in Article XVI.C.

E. The Board shall inform each teacher of their accumulated sick leave at the beginning of each school year.

F. In order to receive payment for any absence from employment it will be necessary for the teacher to designate the reason for being absent. It is expressly understood that in order to receive compensation for employment the employer has a right to assume that the employee will be present on the job and working.

1. Death in immediate family: Teachers will be allowed to use up to five (5) days for death in the immediate family. Three (3) of these days will not be chargeable against sick leave upon prior approval of the administration. Immediate family shall be defined as mother, father, spouse, siblings, children, or such other person with whom the teacher has been in close association and whose illness or death has a real meaning to the teacher.
2. Attendance at funerals of non-family members shall be limited to one-half (1/2) day per year. Additional attendance at funerals of non-family members shall be charged against personal emergency and business days.

3. In order to be compensated for sick leave, the teacher shall call the district's designated attendance system with name, date of absence, lesson plan activities and location of keys in the event of an absence due to personal or critical or emergency illness no later than 6:30 A.M. of the expected day of absence, so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do so. In the event such notification is not complied with, the teacher shall file with the Principal a written statement concerning the reasons for his/her failure to notify. Based upon these reasons, the Principal shall have the discretion to waive notification. Said waiver shall be in writing, a copy of which shall be sent to payroll. The following leaves of absence may be granted with pay and not charged against the teacher's accumulated sick leave, provided prior arrangements are made with the Principal:
 - a. Absence when the teacher is called for jury service. It is expressly understood that a teacher on jury duty shall return to his/her teaching functions within one hour after dismissal.
 - b. Court appearance as a witness which arises out of the teacher's employment with the Board; provided, however, there shall be no pay when the employee is called to testify against the Board or where the dispute involves labor-management relations.
 - c. Such other absences as the administration shall, in their discretion, determine is of a nature to benefit the school.

G. Teacher attendance is encouraged on "Act of God" days which force closing of schools. Such days can be used for furthering of the educational program in their assigned areas.

H. Unpaid Leaves:

1. A teacher shall be entitled to utilize an unpaid leave of absence for a disability even though s/he may have received sick leave for the same disability. Any teacher that can anticipate (a) a prolonged disability, or (b) a short disability followed by newborn child care, or (c) adoption followed by pre-school child care, and wishes to take an unpaid leave of absence, shall notify in writing the Assistant Superintendent-Career Technical Education as soon as possible. The notification shall contain the projected days of absence which shall not be more than one year.
2. The ending date of such requested leave shall coincide with the ending date of a school semester as much as possible.

3. Teachers returning from such leaves shall provide the Board with a physician's statement that they are medically able to return to their duties.
4. A teacher may make written application to return prior to the end of such a leave, but the Board shall be under no obligation to return the teacher unless a vacancy occurs for which the teacher is certified.
5. No experience credit or fringe benefits shall accrue to a teacher on unpaid leaves.
6. Extension of the leave shall be at the sole discretion of the Board. If an employee wishes an extension of the leave, s/he must make written request as soon as possible, but no later than sixty (60) working days before the expiration of the initially granted leave.
7. Upon expiration of the leave, the teacher shall be returned to a position for which s/he is certified.
8. At least two weeks before the expiration date of the leave, the employee shall write to the administration notifying whether or not s/he will be returning from the leave.
9. Failure to return from a leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed by the Board and the teacher prior to said date.

I. A teacher who has exhausted all sick leave herein above granted, and is not otherwise eligible for a leave of absence, may be granted a single leave of absence without pay for a period not to exceed one (1) year at the discretion of the Board of Education.

J. Other Absences: A teacher who is absent for reasons other than those above specified or in accordance with the above requirements shall be subject to the disciplinary action including the loss of compensation and termination of employment. In the event a loss of compensation is determined, the teacher's salary shall be diminished for each day of absence by dividing his/her base pay by 188. Further, in the event the teacher is absent without cause from other compensated activities, the compensation shall be reduced according to the amount of time lost in relation to the total time required of the position carrying extra compensation.

K. Leave of absence without pay may be granted UPON application to and approval of the Board.

L. Sabbatical Leaves

1. Upon application, employees who have worked for the LISD for at least seven (7) years, may be granted a leave of absence for up to one (1) year to be spent for the advancement of professional skills; i.e., course work taken at an accredited college/university or for upgrading/retraining of technical skills. During said leave, all eligible insurance's shall be paid by the Board for the employee, not including payments for tax sheltered annuities as specified in Plans B and C.
2. Upon completion of said leave, the employee shall return to the employ of a position of like nature.
3. Any sabbatical leave of absence will be without pay and will be granted only upon application and approval by the Board of Education.

M. An employee who has exhausted his/her accumulated sick leave may borrow up to five (5) days additional sick time from the next school year by applying for the days in writing to the Superintendent or his/her designee. However, the Board retains the right to deduct from the employees' last paycheck the amount equal to the salary so paid in advance on the borrowed sick leave days in the event the employee does not, for any reason, return to work for the next ensuing school year.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. The Board recognizes it is desirable in making assignments to consider the interest and aspirations of its teachers. Requests by a teacher for a transfer to a different class or position shall be made in writing to the Assistant Superintendent of Instruction and one copy filed with the administration. The application shall set forth the reasons for transfer, the position sought, and the applicant's academic qualifications. Such requests shall be renewed once a year, preferably in the early spring, to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them within the district without undue disruption to the existing instructional program.
- C. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory.

ARTICLE X

TEACHER EVALUATION

A. Each teacher, upon request, shall have the right to review the contents of his/her own personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the safe-keeping of the file. Privileged information such as confidential credentials, letters of reference from universities, individuals, or previous employers are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher. A representative of the Association may be requested to attend such a review.

If a Freedom of Information Act (FOIA) request is received for a teacher's personnel file or personnel file information, the teacher will be notified of the request when it is received by an administrator. If the teacher indicates that she/he will challenge whether the information is disclosable under FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

B. It is expressly understood that the right of the Board of Education to review a probationary teacher's contract and to deny the renewal thereof is within the sole discretion of the Board of Education. Administrative evaluation of the teacher shall not be subject to the grievance procedure.

ARTICLE XI

DISCIPLINE AND TEACHER PROTECTION

- A. The Board adopted student discipline code shall become part of the Teacher's Handbook.
- B. Consistent with Board policy and applicable law the administration shall support teachers in maintaining school discipline.
- C. All assaults by students upon teachers shall be immediately reported to the administration. The Board will assist the teacher in resolving the dispute with the student. The Board will provide the teacher with legal counsel in the event the teacher requests same and the Board determines the teacher has acted within the scope of Board policy. It is expressly understood that the providing of legal counsel will be handled by the Board of Education on an individual basis as determined by the circumstances.
- D. Any written complaints made by a parent of a student against a teacher shall be immediately reported to the teacher involved. In the event a teacher is sued by reason of disciplinary action taken by the teacher against a student in accordance with Board policy, the Board will provide legal counsel as each individual case arises. Time lost by a teacher arising out of an assault shall not be charged against sick leave so long as the Board determines that the teacher has acted within the scope of Board policy. "Time lost" as above used shall be construed to mean absence from the job due to an injury arising from the assault and shall not extend beyond ninety (90) calendar days.

ARTICLE XII

ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraint upon free inquiry and learning and in which academic freedom for teachers and student is encouraged, provided that academic freedom is exercised within the requirements of Board Policy and applicable law.

ARTICLE XIII

COMPLETION OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. A specific item not covered by this Agreement may be subject to negotiations upon consent of both parties.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of teacher employment services or failure to re-employ any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
4. The contents of the teacher evaluation and the evaluation system process.
5. Any dispute involving a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. The Association shall designate two (2) representatives per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described, and the Assistant Superintendent - Career Technical Education or his/her designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances (see Appendix I) as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;

5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested;
7. When the grievance is filed at Level Two, Three, and Four, the grievance(s) shall state the reason(s) why the disposition at the previous Level was not acceptable.

Any written grievance not substantially in accordance the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One: A teacher believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence, orally discuss the grievance with the Principal in an attempt to resolve same. An Association representative, chosen by the teacher, may be present during this discussion.

Level Two: If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) days to Level Three.

Level Three: A copy of the written grievance shall be filed with the Assistant Superintendent-Career Technical Education or his/her designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Assistant Superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or the designated Association representative at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion, the Assistant Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant(s), the Association secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his/her office. The Assistant Superintendent's decision shall include the reason(s) if s/he denies the grievance.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant(s) and the Association, the grievant(s) may appeal same to the Superintendent by filing the written grievance along with the decision of the Assistant Superintendent not more than three (3) days from the date of the written decision of the Assistant Superintendent.

Level Four: Within five (5) days of the receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or the designated Association representative at the option of the grievant(s) to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of same to the grievant(s), the Association secretary, the Assistant Superintendent, the Principal, and place a copy of same in a permanent

file in his/her office. The Superintendent's decision shall include the reason(s) if s/he denies the grievance.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant(s) and the Association, the grievant(s) may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent and all other written decisions, with the officer of the Board in charge of drawing up the agenda for the Board's meeting, not less than five (5) days prior to the next regularly scheduled board meeting.

Level Five: Upon proper application as specified in Four, the Board shall allow the teacher and his/her Association representative an opportunity to be heard at a meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with the express written consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Principal, the Assistant Superintendent-Career Technical Education, the grievant(s), and the secretary of the Association.

Level Six: In the event that the Association is not satisfied with the decision at Level Five, it may appeal the decision of the Board of Education to the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitration procedure is limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitration shall be shared equally by the parties.

F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy benefiting the grievant(s) regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

G. Neither the LCEA nor the LVTEA shall have the right to initiate a grievance involving the right of a teacher or group of teachers of LVTEA without his/her/their express approval in writing thereon.

H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.

I. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments.

ARTICLE XV

MISCELLANEOUS

- A. The Association may deal with ethical problems arising under the Code of Ethics of the education profession in accordance with the terms thereon and the Board recognizes that the Code of Ethics of the education profession is considered by the Association and its membership to define acceptable criteria of professional behavior, but this will not preclude the right of the Board of Education to act independently if it is deemed necessary.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement and subject to Board Policies involving Prohibited Subjects of Bargaining under Public Employee Relations Act (PERA), such as layoff policies. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement shall be provided at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board, plus two (2) extra copies for the Association's use.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted from or modified only by mutual written consent of the parties.
- F. All new teaching personnel shall report for orientation at least one (1) day prior to the opening of school. This day of orientation is without compensation.
- G. There shall be notification to an LVTEA Officer when no building administrator is present in the LISD TECH Center for a period greater than one hour. Notification shall also include the person who is responsible for the building.
- H. An emergency manager appointment under the Local Financial Stability and Choice Act, Act 436 of 2012, MCL section 141.1541 to 141.1575, shall be able to reject, modify or terminate this Agreement as provided in the Act. This clause is included in this agreement because it is understood to be legally required by state law and not necessarily because the Board and Association agree as to how it may be applied or enforced in the future.
- I. Tuition Agreement.

TUITION AGREEMENT

Areas of Persistent Staffing Vacancies

This agreement is entered into on the date(s) set forth below by and between the Lenawee Intermediate School District (LISD) and _____ (“employee”).

LISD and Employee agree as follows:

1. TUITION REIMBURSEMENT: LISD agrees to reimburse employee for seventy-five percent (75%) of the tuition cost incurred by employee, for successfully completed LISD approved college or university courses taken by employee as part of a program designed to lead to a State of Michigan certification/approval in the area of persistent staffing vacancy as determined by the LISD. LISD's obligation shall be limited to 30 credit hours and \$6000. Authorization for reimbursement shall be made only from an official transcript and official receipt of payment for the courses from the college/university. Reimbursement under this agreement is also applicable to newly hired staff who, within the last five (5) years, have received State of Michigan certification/approval in the area of persistent staffing vacancy. This shall be limited to \$4000.

2. CONDITIONS FOR REIMBURSEMENT FOR CURRENT EMPLOYEE: For those employee that have been approved for tuition reimbursement, all of the following conditions must be satisfied:
 - a.) Once accepted as being eligible for tuition reimbursement, file with the LISD the plan that will lead to a State of Michigan certification/approval in the area of persistent staffing vacancy.

 - b.) Upon request for tuition reimbursement, employee shall provide LISD with the college or university transcripts and official receipt of payment needed to establish that the graduate course(s) were paid for by the employee and were successfully completed. Payment shall be made to employee, on an annual basis, after the above conditions have been satisfactorily met.

 - c.) All courses, course activities and assignments must be fulfilled and completed so that employee obtains a State of Michigan certification/approval in the area of persistent staffing vacancy as determined by the District within four years of the initiation of this agreement.

 - d.) Employee shall remain employed by LISD for at least four (4) full years after the date employee obtains State of Michigan certification/approval in the area of persistent staffing vacancy as determined by LISD, maintain the certification/approval for at least that four (4) year period and not decline employment in an assignment which requires that approval.

3. PAYMENT TO A NEWLY HIRED EMPLOYEE: If a newly hired employee is granted tuition reimbursement as a result of this agreement, they shall be paid \$1000 the last pay in June following their first, second, third, and fourth years of

employment with the LISD. If the employee leaves the District before completing their fourth year, they shall not be required to repay the District for payments already received. Also, if the employee leaves the District before completing the fourth year of employment with the LISD, they shall not be due any additional money under this agreement. Partial years of service shall not be prorated.

4. REPAYMENT TO LISD FOR FAILURE TO OBTAIN STATE OF MICHIGAN APPROVAL IN THE AREA OF PERSISTENT STAFFING VACANCY: If employee fails to obtain State of Michigan certification/approval in the area of persistent staffing vacancy within four (4) years, employee shall repay LISD the tuition reimbursement already received. If employee withdraws from or fails to actively continue in the program designed to lead to a State of Michigan certification/approval in the area of persistent staffing vacancy as determined by the District, employee shall repay the tuition reimbursement received by the employee within (1) year of the date of withdrawal or the date employee ceased to actively continue in the program, whichever is sooner.

5. REPAYMENT TO LISD FOR FAILURE TO CONTINUE EMPLOYMENT: If a current employee, for any reason, fails to remain employed by LISD for four (4) years after the date employee received State of Michigan certification/approval in the area of persistent staffing vacancy, employee shall repay LISD for the tuition reimbursement received by employee within three (3) months of the date of termination of employment in accordance with the following schedule:

<u>YEARS OF EMPLOYMENT AFTER RECEIPT OF CERTIFICATION/ APPROVAL</u>	<u>PERCENTAGE OF LISD REIMBURSEMENT PAYMENT TO BE:</u>
More than 3 years and less than 4 years	25%
More than 2 years and less than 3 years	50%
More than 1 year and less than 2 years	75%
Less than 1 year	100%

5. PAYROLL DEDUCTION: Employee agrees that amounts owed by employee to LISD pursuant to paragraphs 4 or 5 of this agreement may be deducted from employee's wage payments.

6. COST AND ATTORNEY FEES: Employee agrees to reimburse LISD for any costs and expenses, including attorney fees, LISD may incur in the event employee fails to satisfy employee's obligations under paragraphs 4 or 5 of this agreement thereby necessitating litigation by LISD to recover amounts owed by employee.

Lenawee Intermediate School District Employee:

By: _____
 Its: _____
 Dated: _____

By: _____
 Dated: _____

ARTICLE XVI

SENIORITY STATUS

A. "Seniority" shall be defined as the length of continuous service with the LISD since the last date of hire, as an Association member in the LVTEA. Periods of time spent on leaves of absence shall not constitute a break in continuous service and seniority shall accrue during such periods. Seniority shall not accrue during periods of layoff. For purposes of this Article only, part-time teachers teaching one-half time or greater shall accumulate seniority credit as a full-time teacher. Part-time teachers teaching less than one-half time shall not accumulate seniority. Probationary teachers shall not be considered to have seniority. However, any teacher who was granted tenure shall have seniority from the last date of hire as a teacher, as an Association member in the LVTEA. In the event of ties in LVTEA seniority:

1. The teacher having the most years of service with the LISD in any non-LVTEA position shall be considered to have more seniority;
2. Following Step #1 as indicated above, in the event of ties, all teachers so affected will participate in a formal drawing to determine placement on the seniority list.

The Association and bargaining unit members so affected will be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit members and Association representatives to be in attendance.

B. The Board shall prepare and present to the Association President a current seniority list prior to October 1 of each year. The seniority list shall also contain information regarding the employee's certification. The Association shall have thirty (30) days from receipt of the list to notify the Board of any disagreement with the list. Any objection must be in writing. Failure to indicate any disagreements in writing shall be construed as agreement that the list is accurate. Any dispute between the parties shall be subject to the grievance procedure.

C. The certification and qualification of a teacher to be laid off shall be the certification and qualification on file with the Board at the time the notice of layoff is sent. The certification and qualification of a teacher to be recalled from layoff shall be the certification and qualification on file with the Board at the time the notification of recall from layoff is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

D. For purposes of this Article, the terms "certified" shall mean holding a valid certificate as defined by the State Board of Education for the position in question.

E. All individual employment contracts executed between the teacher and the Lenawee Intermediate School District are subject to the terms and conditions of this Article and Board Policies pertaining to prohibited subjects of bargaining, such as layoff and recall. All provisions of a teacher's individual contract of employment shall terminate upon layoff and the teacher(s) shall not be entitled to salary payment.

ARTICLE XVII

MASTER/MENTOR TEACHERS

A. Mentor teachers have the opportunity to positively shape the future of the profession. Mentor teachers can have a strong influence on beginning teachers, nurturing them to embrace the principles of LISD Vision as well as offering assistance, resources, and information in a collegial, non-threatening manner.

A Mentor Teacher shall be defined as a Master Teacher as identified in the Michigan Department of Education Guidelines for New Teacher Induction and Mentoring. Participating as a Mentor teacher shall be voluntary. The selection of who will be a Mentor Teacher based on the following criteria:

The teacher will:

- * have embraced the principles of the LISD Vision.
- * have demonstrated excellence in teaching.
- * have demonstrated excellence in working with adults.
- * have participated in professional development to remain current and maintain a high level of expertise.
- * be an active and open listener.
- * be competent in social and public relations.
- * be trained to mentor or will commit to being trained as well as commit to implementing the role effectively.
- * be knowledgeable of human and other resources that can assist the new teacher.

B. The Principal of the LISD TECH Center or his/her designee, in consultation with the existing mentors and Association President, will determine who will serve as a Mentor Teacher and will assign each new teacher a Mentor teacher.

Mentor teachers will meet with the assigned new teacher at least two times each week to provide assistance in the following areas:

- a. Understanding and assistance in implementation of the LISD Vision
- b. Curriculum and instructional strategies
- c. Organizational skills
- d. Classroom organization and management techniques
- e. Diagnosing learner needs and differences
- f. Assessing student progress
- g. School culture
- h. Record keeping
- i. Assessing mentees' needs
- j. Legal issues affecting classroom practice
- k. Parent/guardian and teacher interaction

C. A log containing the time and topics of the meetings will be kept by the new teacher and initialed by the Mentor teacher. The Principal will review and initial the log at least once per month.

D. The Mentor Teacher shall be available to provide professional support, instruction and guidance in a non-threatening, collegial manner. Because the purpose of the Mentor/Probationary teacher relationship is to provide the probationary teacher the necessary assistance toward the end of quality instruction, the Board and the Association agree that the relationship shall not include any supervisory or evaluative functions. If either the Mentor or Mentee believe the Mentor-Mentee relationship does not provide support, is not non-threatening, or is not collegial, either party shall have the option of opting out of the relationship, and a new Mentor will be assigned as described in paragraph B. of the Article.

E. Upon request, the Administration may make available reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day. The Administration may opt to have a substitute teacher cover his/her assignment. Where possible, the Mentor Teacher and Mentee shall have common preparation time.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of May 7, 2018 and shall expire at twelve o'clock midnight on June 30, 2021.

Health Insurance Reopener: The provisions of this Agreement pertaining to insurance in Schedule A shall be reopened for renegotiation for the 2020-2021 school year. It shall be the obligation of the Association to schedule a negotiation session before March 15, 2020. This Reopener shall expire upon agreement and ratification of insurance for the 2020-2021 school year, or June 30, 2021, whichever comes first.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

Board of Education
Lenawee Schools Intermediate School District
Lenawee County, Michigan

By: Richard L. Kermad
President

James S. Hawley
Secretary

Lenawee Vo-Tech Education Association

By: [Signature]
President

[Signature]
Secretary

LVTEA

SCHEDULE A

PLAN A: This insurance Plan may be chosen by an employee rather than taking PLAN B.

The members of the Association choose the insurance plan outlined as Plan A below. The Board's annual health insurance plan premium contribution shall not exceed the following cap amounts to include all premiums for all insurance items for any plan chosen by the Association:

	2018-2019	2019-2020
Individual Plan	\$6,964	\$7,152
(2) person Plan	\$13,840	\$14,214
Full Family Plan	\$18,500	\$19,000

The Board's contribution will be contributed in a monthly amount determined by dividing the annual cost cap by twelve (12). The 2018-2019 and 2019-2020 cost caps will become effective beginning January 1, 2019 and January 1, 2020 respectively, each for a twelve (12) month period. The work year is consistent with the "medical benefit plan coverage year" which is July 1 to June 30 of each school year.

Beginning July 1, 2018 and until January 1, 2019 only, the Board's monthly contribution amount toward Plan A and Plan B and will continue as applicable and defined in the LISD/LVTEA 2016-2018 Agreement as of the June 30, 2018 expiration date.

The cap will include but not be limited to premium cost of health, dental, vision, life, and long-term disability insurance items. The Board's premium contribution will be pro-rated for part-time employees. For example, if a 1.0 full-time equivalent (FTE) employee enrolled in a full family plan works 188 days with the Board paying up to a \$15,000 cap, and a different employee in the same group is enrolled in a full family plan and works only 50% of 188 days (94 days), then the Board will pay up to 50% of the cap (not to exceed \$7,500) toward the entire cost of plan insurance premium. Any premium in excess of the aforementioned caps will be paid by the employee through payroll deduction.

Plan A – Members shall have the option of selecting MESSA Choices II Health Insurance Plan with Blue Cross/Blue Shield of Michigan as the Underwriter.

Plan B:

Employees may elect to not participate in the group health insurance Plan A as described in this Article. Alternatively, Plan B may be chosen and is as follows: The Board will pay a cash in lieu benefit for those employees declining to participate in the group health insurance Plan A. In order to be eligible for the cash in lieu benefit, the employee shall annually decline participation in writing on the Board required forms. Once the employee fully completes and submits all Board requested forms declining participation in the group health insurance Plan A, cash in lieu benefits will begin. For those employees qualifying for full family participation in the health insurance Plan A and declining participation in the Plan A, the Board will pay \$750 as a cash option. For those employees qualifying for an individual and spouse participation in the Plan A and declining participation in the Plan A, the Board will pay \$575 as a cash option. For those employees qualifying for a single participation in the Plan A and declining participation in the Plan A, the Board will pay \$275 as a cash option. For part-time employees,

the cash in lieu benefit amount will be prorated consistent with the proration of Plan A for part-time employees which is based on the employee percent of employment compared to a 1.0 FTE employee. The employee electing to not participate in the health insurance Plan A may be required by the Board to participate in a non-health plan schedule of benefits if MESSA does not require participation in Plan B. The cost of any non-health plan schedule of benefits including Plan B, will be deducted from the cash in lieu benefit amounts described in this paragraph.

The Board agrees to transmit premiums which employees provide the Board via payroll deductions for the insurance options they wish to purchase.

OTHER:

1. LVTEA members will have access to the LISD Section 125 Cafeteria Plan which includes provisions for medical reimbursement and dependent care reimbursement per LISD policies and procedures. Open enrollment for the Section 125 Cafeteria Plan will be made available.
2. Employees shall not seek dual coverage through Plan A provided by the Board if covered elsewhere or through spouse's employment. If an employee leaves or is terminated during the year, his/her insurance coverage will be terminated within thirty (30) days after leaving.
3. Thirty dollars (\$30) per day will be paid for accumulated sick leave upon terminal retirement or 13 years of service with the LISD, up to a maximum of five thousand (\$5,000.00) dollars.
4. Teachers shall be entitled to mileage reimbursement when driving their own vehicle in execution of their teaching duties, being understood that this does not include driving from home to school. Such driving and reimbursement shall be approved by the Board or its authorized agents, and proper verification shall be submitted to the business office. Reimbursement to be calculated as follows: Reimbursement for approved school district mileage shall be the maximum amount allowed by the IRS which does not have to be reported to the IRS as part of gross income. The reimbursement rate will be adjusted by the Board within 30 days of notification of change in the IRS maximum reimbursement rate.
5. The Board will pay for extra duty (before and after regular hours) co-op assignments as follows:
 - a. All co-op placements shall be approved by the administration.
 - b. Coordinators will be paid for those students who have been placed on co-op on or before the 10th of the month.
 - c. Reimbursement for extra duty co-op assignments will be an amount equal to \$10.00 per student per month.

The Lenawee Intermediate School District (LISD) has established a Teacher Performance-Based Compensation System which includes an employee's base salary in the definition of total salary compensation. The salary schedule for the 2011-2012 school year is set forth below for the sole purpose of determining an employee's base salary. If an employee is employed in the same capacity as worked in the 2011-2012 school year or any year after through the 2017-2018 work year, the employee's base salary for the 2018-2019 and 2019-2020 school years and subsequent school years shall be the base salary the employee was paid for the 2011 -2012 and other school years prior to 2018-2019 and 2019-2020 in accordance with the 2011 -2012 school year salary schedule, unless the Board and Association mutually agree upon a base salary change. Inclusion of the 2011 -2012 school year salary schedule in this Agreement shall not entitle employees to base salary increases, such as increases related to step or lane changes.

LENAWEE INTERMEDIATE SCHOOL DISTRICT
L.V.T.E.A
2011 - 2012 PROFESSIONAL SALARY SCHEDULE

EXP	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	BA/BS +60	BA/BS +75
0	35,892	37,655	39,424	40,775	41,387	42,007
1	37,431	39,237	40,967	42,368	43,004	43,650
2	39,076	40,886	42,569	44,030	44,690	45,359
3	40,794	42,604	44,277	45,795	46,483	47,180
4	42,630	44,440	46,056	47,638	48,352	49,077
5	44,547	46,357	47,954	49,600	50,345	51,101
6	46,603	48,401	49,976	51,697	52,471	53,259
7	48,750	50,585	52,137	53,930	54,740	55,561
8	51,000	52,922	54,443	56,319	57,163	58,020
9	53,405	55,420	56,959	58,922	59,806	60,703
10	56,028	58,097	59,652	61,708	62,635	63,573
11	58,962	60,964	62,530	64,686	65,657	66,641
12			65,620	67,886	68,904	69,938
15			66,334	68,624	69,655	70,698
20			67,878	70,223	71,279	72,346
25			69,478	71,881	72,957	74,053

Mentor Teacher Pay

\$1000.	for mentoring	First Year Probationary Teacher
\$800.	for mentoring	Second Year Probationary Teacher
\$500.	for mentoring	Third Year Probationary Teacher

**LEVEL TWO
LVTEA Grievance Form**

A. Date Cause of Grievance Occurred:

B. 1. Statement of Grievance

2. Specific Article(s) and Section(s) Violated

3. Relief Sought

Signature

Date

**LEVEL THREE
LVTEA Grievance Form**

A. Date Received by Assistant Superintendent or Designee:

B. Disposition of Assistant Superintendent or Designee (state reason(s) if grievance is denied)

Signature of Asst. Superintendent

Date

C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Assistant Superintendent is not acceptable)

Signature of Grievant

Date

**LEVEL FOUR
LVTEA Grievance Form**

A. Date Received by Superintendent:

B. Disposition of Superintendent (state reason(s) if grievance is denied)

Signature of Superintendent

Date

C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Superintendent is not acceptable)

Signature of Grievant

Date

**LEVEL FIVE
LVTEA Grievance Form**

A. Date Received by Board of Education or Designee:

B. Disposition of Board of Education (state reason(s) if grievance is denied)

Signature of Board Rep.

Date

C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Board of Education is not acceptable)

Signature of Grievant

Date

**LEVEL SIX
LVTEA Grievance Form**

A. Date Submitted to State Labor Mediation Board:

B. Disposition of Mediation Board

Signature of Mediator

Date

