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

July 1, 2023– June 30, 2026

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

- A. This Agreement, entered into this June 5, 2023 between the Board of Education of the Lenawee Intermediate School District, Lenawee County, Michigan, hereinafter referred to as the "Board," and the -Lenawee Intermediate Education Association-Hillsdale Lenawee County Education Association Michigan Education Association-National Education Association, hereinafter referred to as the "Association."
- B. It is mutually agreed as follows:

ARTICLE I: Recognition and Term

- 49
50
51 A. The Board recognizes the Association as the sole and exclusive bargaining agent for all
52 professional Special Education programs and services personnel, Certified Occupational
53 Therapy Assistants, Physical Therapist Assistants, Teacher Assistants, and Health Care
54 Assistants who assist those personnel, who are employed by the Board (does not
55 include contracted personnel). A list of those positions that are included in and excluded
56 from the bargaining unit are listed in Appendix I. The highlighted and italicized
57 provisions of this Agreement do not apply to bargaining unit members whose
58 employment is regulated by the Teachers' Tenure Act and shall instead apply only to
59 those bargaining unit members whose employment is not regulated by that statute. In
60 the event Michigan law pertaining to prohibited subjects of bargaining for employees
61 whose employment is regulated by the Teachers' Tenure Act is changed, the
62 Association may request that this Agreement be reopened for renegotiation to address
63 whether provisions of this Agreement affected by the change should be modified. Both
64 the Board and the Association mutually agree that the highlighted and italicized
65 provisions in this Agreement do not apply to all Teachers and Speech and Language
66 Pathologists who hold a teaching certificate. Any other position subject to the Michigan
67 Teacher's Tenure Act or that is required to hold a Michigan teacher certificate by the
68 State of Michigan or the Board, the highlighted and italicized provisions will also not
69 apply.
70
- 71 B. Newly created job categories will be included within the bargaining unit upon agreement
72 of the parties. If the parties cannot reach agreement on the inclusion or exclusion of a
73 newly created position within thirty (30) days, either party may submit the dispute to the
74 Michigan Employment Relations Commission (MERC).
75
- 76 C. The Board agrees not to negotiate with, or recognize, any employees' organization other
77 than the Association for the above specified job classifications for the duration of the
78 Agreement.
79
- 80 D. This contract shall commence on July 1, 2023 and terminate on the June 30, 2026 at
81 11:59p.m.
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ARTICLE II: Association and Employee Rights

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102
103 A. The Board and the Association agree that they will not directly or indirectly discourage or
104 deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 of
105 1947 as amended or other laws of Michigan or the United States, or the Constitution of
106 Michigan and the United States.
107
- 108 B. The Association shall have the right, so long as in compliance with the reasonable rules
109 and regulations of the Board, to use a room within a building of the Board at reasonable
110 hours for meetings while this contract is in full force and effect, provided they have prior
111 approval from the Superintendent, or designee.
112
- 113 C. The bulletin boards, office equipment, and telephones shall be made available when not
114 otherwise in use to the Association at no expense to the Board. The Association shall
115 be responsible for any materials placed upon the bulletin boards by the Association
116 officers. The Association may use the inter-office mail services and employee mailboxes
117 for communication to all employees covered by this Agreement.
118
- 119 D. The Board agrees to make available to the Association in response to requests from
120 time-to-time, available public information concerning the financial resources of the
121 district; tentative budgetary requirements and allocations, and such other generally
122 available information as will assist the Association in developing intelligent, collective
123 bargaining requests and necessary information to process a grievance. Such
124 information shall be made available within 30 days if available in the requested form.
125
- 126 E. An employee shall be entitled to have present a representative of the Association when
127 s/he has been called in to be reprimanded, warned or disciplined for any infraction of
128 discipline or delinquency in professional performance. When a request for such
129 representation is made, no action shall be taken with respect to the employee until such
130 representative of the association is present or no later than two (2) working days after
131 request for such representation was made.
132
- 133 F. Whenever the administration or Board is seriously contemplating a particular significant
134 curriculum change, the affected bargaining unit members shall be invited to give input
135 into such change.
136
- 137 G. The Board agrees that it will not discriminate against any bargaining unit member in the
138 application of this Agreement or in other ways because of the employee's race, creed,
139 religion, color, national origin or ancestry, age, sex, marital status, sexual orientation or
140 physical characteristics.
141
- 142 H. The Board shall provide up to four (4) days of release time without loss of pay or other
143 benefits for bargaining unit members to perform tasks for the Association. The President
144 of the Association shall notify in writing as soon as possible the Superintendent or
145 his/her designee when and to whom such days are to be granted.
146
- 147 I. The Board shall make available all policies which employees should follow, on an annual
148 basis.

ARTICLE III: Board of Education Rights

A. 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. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the Lenawee Intermediate School District Special Education programs, including the properties and facilities of the District, and the activities of its employees during the school day. The parties acknowledge that all employees are expected to comply with the Board of Education's Policies, including the Board's Policy on Technology Code of Conduct. Incorporated in that Policy is a provision stating that no reasonable expectation of privacy exists for employee use of electronic communications systems, including, but not limited to, "e-mail" messages, attachments received, electronic files, and other transmissions. A copy of the Technology Code of Conduct shall be made available to each member.
2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

C. The parties acknowledge that all employees are expected to comply with the Board of Education's approved policies and related administrative procedures. The Lenawee Intermediate School District Board of Education has an affirmative duty to inform the bargaining unit members of the policies under development and their actions adopting, amending, and otherwise affecting said existing and new policies. The Board shall cause for there to be reasonable access to all approved Board policies through its administrative/supervisory offices and with the Association President. The bargaining unit members have an affirmative duty to access, read, and understand the Board's policies. The Board shall provide reasonable access to technical assistance pertaining to the interpretation of said policies and administrative procedures upon request.

ARTICLE IV: Professional Dues or Fees and Payroll Deductions

- 1
2
3 A. It is expressly understood that membership in the Association shall not be a condition of
4 employment.
5
- 6 B. The Board's representative shall notify the president and treasurer of the Association,
7 within twelve (12) calendar days of hire, of new LISD employees eligible for membership
8 in the LIEA. The information shall include but not be limited to the new employee's
9 name and work location.
10
- 11 C. Upon appropriate written authorization from the employee, the Board shall deduct from
12 the salary of any employee and make appropriate remittance for other payroll deductions
13 as authorized by the Board or plans jointly approved by the Association and the Board.
14 Such deductions include:
15 1. Insurance
16 2. 403(b)/457 allowable Plan Document deductions
17 3. All charitable organizations authorized
18 4. All employees covered by this agreement will have access to the LISD Section 125
19 Cafeteria Plan and each shall pay one-half the service fee, per plan, per month.
20
- 21 D. Payment of all compensation shall be made to all members according to Employer's bi-
22 weekly schedule of compensation dates, by one electronic deposit each date to one
23 recognized financial institution of the member's choice. If the member requests any
24 compensation to be electronically deposited by more than one transaction to the same
25 financial institution, or to more than one financial institution, a nominal fee may be
26 established by the Administration for the additional electronic transactions.
27
- 28 1. Employer will pay employees pursuant to Employer's bi-weekly schedule of
29 compensation dates, provided however that, employee compensation will be paid
30 by Employer to employee on or before the fourteenth (14th) day following the end
31 of the work period in which the scheduled salary is earned.
32
- 33 E. Employee Work Time Keeping
34 1. Employer and employees understand and agree that the Employer is
35 responsible for maintaining complete and accurate records of employee work
36 time, including, but not limited to, employee's work start-time and end-time.
37 Employer and employees also understand and agree that Employer methods for
38 timekeeping of all employees covered by this Agreement will be determined by
39 the Employer, and are subject to change from time to time at the discretion of the
40 Employer.
41
- 42 2. For extra duties performed that are not part of the employees annual
43 established salary work schedule, the Employer may require employees to
44 clock in and out of work using an electronic or other mechanical system which
45 will track employee time worked. The system will track employee work time in
46 accordance with applicable law, regulation, and Employer Policy. Regarding
47 timing of pay for extra duties performed, employee will receive pay for time
48 worked two (2) weeks after the last work day of the pay period in which the duties
49 were performed, unless otherwise scheduled at the discretion of the employer.
50
51

ARTICLE V: Compensations

A. 1. The base salaries, additional and accrued performance-based compensation, and total salary compensation of employees covered by this Agreement are set forth in Schedule A and Appendix IV.

2. Teacher Assistants (TA)-and all other employees covered by this Agreement will have their total annual salary distributed in equal installments over the 12 month period that begins with the first regularly scheduled LIEA calendar work day of each work year (typically 26 or 27 pays), unless the employee requests in writing to have their total annual salary distributed in equal installments over 21 pay periods. Requests to have the salary distributed equally over 21 pay periods must be made in writing to the Staff Resources Department by the end of the first regularly scheduled LIEA calendar work day. Employees hired after the beginning of the 12 month period referenced above, will have their annual salary distributed in equal installments over the remaining pay periods of the 12 month period or 21 pay period also referenced above. When electing the 21 pay period option, the employee agrees to have their required 12 month payroll deductions including health insurance co-pays, deducted evenly over the 21 pay period.

The total annual salary for each TA and all other employees covered by this Agreement includes the Base salary as reflected on the applicable Base Salary Schedule (Schedule A), plus any additional and accumulated performance-based compensation (Appendix IV). The total annual salary stated in the applicable Base Salary Schedule (Schedule A) represents the Base salary amount for a 1.00 full-time equivalent (FTE) employee, which is defined as a TA who actually works the established LIEA 188-day work time schedule.

TA's and all other employees covered by this Agreement who work schedules which are less than 1.00 FTE as defined above will have their compensation prorated based on their actual FTE worked.

B. 1. The base salary schedule for all full-time employees is based upon a normal working year as defined in Article VI, Paragraph A. Part-time employees shall be paid in proportion to time worked on the same base salary schedule and Appendix IV for full-time employees.

The following fringe benefits only are to be prorated for part-time employees: personal days, sick days, health and medical insurance.

2. Anyone working 50% of their scheduled work days or more in a contract year will be eligible for any additional salary compensation being provided by the Board. This includes scheduled days worked in an extended year program.

C. Mileage will be paid to LIEA staff when using their personal vehicle for all work related travel from the employee's first stop in the morning through their last work site at the end of the day. Mileage requests will be due once a month and reimbursement checks will be distributed for mileage once a month.

101 Reimbursement for approved school district mileage for all LIEA staff shall be the
102 maximum amount allowed by the IRS which does not have to be reported to the IRS as
103 part of gross income.
104

105 D. The Board recognizes the importance of attendance at state, national and other
106 professional conferences and visitations appropriate to the discipline. Upon approval of
107 the Superintendent or designee, the Board will permit its employees to attend such
108 approved meetings without loss of salary and the employee will be reimbursed for the
109 actual approved costs associated with their attendance up to the following specific
110 amounts: Each professional person will be reimbursed at a maximum of \$500.00 per
111 year. COT A/PTA members will be reimbursed at a maximum of \$475.00 per year.
112 Teacher Assistants will be reimbursed at a maximum of \$350.00 per year. All
113 conference, training, and visitation requests must be pre-approved to be eligible for
114 reimbursement. Members filling part-time positions will be eligible for prorated
115 professional development monies.

ARTICLE VI: School Calendar

- 1
2
3 A. Special Education staff other than those hired on a twelve-month basis shall work
4 according to the school calendar, unless using a pre-approved flex calendar. The
5 Administration and the Association will mutually agree to the school and work calendars
6 for all positions no later than June 1st for the following school year as evidenced by the
7 authorized signatures of both the Administration and the Association on the package of
8 proposed calendars which support the unique learning needs of a range of students. In
9 the absence of mutual agreement to the package of proposed calendars by June 1st, the
10 Administration will establish the student and staff calendars for the following school year.
11
- 12 B. The school calendar for special education professional staff shall provide for release
13 time for parent conferences and report days when students shall not be in attendance,
14 provided the students are in attendance the number of days and hours prescribed by
15 statute. Assistants shall report for duty on such days to perform work previously planned
16 with the teacher.
17
- 18 C. 1. The following holidays shall be observed: New Year's Day, Memorial Day,
19 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
20
- 21 2. If an employee is unable to work during a scheduled workday or scheduled work
22 hours due to his/her religion, the employee will be granted time off with pay to
23 accommodate the employee and the employee shall make up the lost time. The
24 employee and his/her supervisor shall mutually agree, at least ten (10) calendar
25 days prior to the holiday, upon how and when the employee will make up the lost
26 time. It is understood that the employee will work the full number of contracted
27 days unless the employee requests an unpaid leave of absence.
28
- 29 D. The school calendar shall consist of one hundred eighty-three (183) scheduled days of
30 student instruction, and five (5) teacher workdays. These days shall be consistent with
31 the County Calendar when reasonably possible as determined by the administration.
32 Teacher workdays may be used for professional development activities/in-services,
33 teacher records, and/or other administration pre-approved work-related activities.
34
- 35 E. The supervisors of Level III programs housed in local districts will arrange a meeting by
36 September 30th of each year with LIEA members to review calendar differences
37 between the LISD and the local district.
38

ARTICLE VII: Working Hours

- 1
2
3 A. 1. Classroom employees at the Porter Center agree to be at their workstations
4 twenty-five (25) minutes prior to the start of the instructional day and to leave not
5 less than fifteen (15) minutes after the end of the instructional school day.
6
7 2 Classroom employees at the LISD Preschool Programs agree to be at their
8 workstations twenty-five (25) minutes prior to the start of the instructional day and
9 to leave not less than fifteen (15) minutes after the end of the instructional day.
10
11 3 Classroom employees agree to be at the Maurice Spear Campus fifteen (15)
12 minutes prior to the start of the instructional day and to leave their workstations not
13 prior to the dismissal of all students at the end of the instructional day. It is
14 expected that all classroom employees will either arrive in their classroom with, or
15 prior to, students for their first class period.
16
17 4 Classroom employees at the Laura Haviland Program (Elementary and Secondary)
18 agree to be at their workstation twenty-five (25) minutes prior to the start of the
19 instructional day and to leave not less than fifteen (15) minutes after the end of the
20 instructional school day.
21
22 5 Classroom employees working at the Porter Center off campus Adult Services
23 community sites agree to be at their workstations twenty-five (25) minutes prior to
24 the start of the instructional day and to leave not less than fifteen (15) minutes after
25 the end of the instructional day. Staff who are assigned to assist students at
26 unique workstations i.e., work experience sties, will develop their specific work
27 schedule with prior approval from their supervisor.
28
29 6 All classroom employees whose job location is a particular building in a local
30 school district shall keep the same number of hours as the professional staff in the
31 building to which they are assigned. In addition, all LISD classroom staff shall
32 report at least 15 minutes prior to the beginning of the instructional day. If LIEA
33 member(s) schedule does not provide a duty free lunch, the supervisor will work
34 with staff to resolve the situation within ten (10) working days of notification by the
35 employee. Program supervisor(s) will work with LIEA member(s), assigned to
36 Level III classrooms housed in local districts to have reasonable planning time.
37 The exact schedule of the hours shall be determined by the supervisor.
38
39 7 The length of the school day may be increased or decreased to accommodate
40 student transportation needs. This change shall be made with no less than five
41 calendar day notice.
42
43 B. Classroom employees at the Porter Center (including PPI employees), Maurice Spear
44 Campus and the Laura Haviland Campus shall be entitled to thirty (30) minutes of relief
45 time per day and an additional thirty (30) minutes of planning time per day. During the
46 summer session, classroom employees at the Porter Center shall be entitled to fifteen
47 (15) minutes of relief time each day during the student day and an additional thirty (30)
48 minutes of planning time each day prior to the start of the student day. This shall include
49 time for lunch. The teacher and the teacher assistant must jointly be with the students
50 for not less than five (5) hours of instruction per day during the regular school year.
51 Teachers and Teacher Assistants who are employed in programs that are state

52 mandated for more than 180 students days, must jointly be with the students for not less
53 than three (3) hours of instruction per day during the summer session.

- 54
- 55 C. An employee engaged during the school day in negotiating on behalf of the Association
56 with any representative of the Board or participating in any professional grievance
57 negotiation, including mediation or arbitration, shall be released from regular duties
58 without loss of salary at the discretion of the Board.
59
- 60 D. IEPT's and subsequent review meetings shall be held during regular school hours
61 whenever possible. Employees who are expected to attend such meetings shall be
62 released from their regular duties.
63
- 64 E. Professional staff and Teacher Assistants will be granted three (3) Work Exchange days
65 per year. These Work Exchange days are earned for the following activities outside the
66 scheduled work hours of each staff person.
67
 - 68 • Individual Education Planning Team (IEPT) meetings
 - 69 • Individual Family Service Plan (IFSP) activities
 - 70 • Parent-teacher conferences
 - 71 • Professional development
 - 72 • School-sponsored parent/student activities

73
74 Work Exchange days earned shall be requested and approved in advance
75 between the employee and the supervisor through the LISD's attendance system.
76 Work Exchange time will be approved to be taken in ½ day and full day
77 increments. Work Exchange time will be approved only for work time that does
78 not conflict with scheduled work related activities that the employee is expected
79 to attend. Work Exchange time may be taken during student instruction time. Requests
80 and approval of Work Exchange time shall not be made for a day immediately
81 before or after any staff approved leave time (including but not limited to sick,
82 personal, unpaid day, other) or holiday periods. Exceptions may be approved by
83 the Supervisor.
84

- 85 F. Employees assigned to schools which are not in session on LIEA staff scheduled work
86 days shall be reassigned by the Superintendent or his/her designee.
87
- 88 G. All employees shall be required to attend meetings scheduled by the administration up to
89 a maximum of two (2) hours per month beyond regular working hours Monday through
90 Friday. Every effort will be made to provide one week advance notice of a meeting
91 except in case of an emergency.
92
- 93 H. Staff who are not on a pre-arranged flex schedule and are regularly working greater than
94 40 hours in a one week period should notify their supervisor and/or Director of Special
95 Education to arrange an alternate work schedule. In no case shall the length of the
96 working day be less than 6 hours and 50 minutes. Teacher Assistants work a fixed
97 schedule as established. Teacher Assistants must receive pre-approval to work more
98 than 40 hours in one regular work week. When working more than 40 hours in one
99 regular work week, Teacher Assistants will record all work hours for the week and
100 submit these hours to their Supervisor at the end of the work week. All hours worked by
101 Teacher Assistants over 40 will be paid overtime at their calculated hourly pay rate times
102 1.5. Each Teacher Assistant hourly rate is calculated at the employee's regular per diem
103 rate divided by eight.

104 **I. Flexible Scheduling -- Work Day**

- 105
- 106 1. Staff may enter into a flexible scheduling assignment/work day on a voluntary basis
- 107 with prior administrative approval to work their required work hours as defined in
- 108 ARTICLE VII within a different configuration. Any new position may be
- 109 implemented with flexible scheduling and current staff shall be given preference. If
- 110 existing staff is not selected for that position, then the district shall fill the position
- 111 from the outside. Any flexible assignment may include weekends and/or evenings.
- 112 Staff is not required but may elect to work on weekends with prior administrative
- 113 approval.
- 114
- 115 2. A staff member has the option of transferring out of a flexible scheduling position
- 116 by giving notice to the Executive Director of Staff Resources no later than April 15.
- 117 Any request shall be honored.
- 118
- 119 3. When considering a flexible schedule assignment, the concern for the safety and
- 120 security of the employee shall be paramount.
- 121
- 122 4. If there is a schedule conflict between the employee and the client, such conflict
- 123 shall be mutually resolved.
- 124
- 125 5. If there is a question of meeting the flexible schedule requirements, the ISD
- 126 supervisor shall first discuss the issue with the employee. In the event a concern
- 127 still exists, the employee may be required to present a written accounting of their
- 128 time schedule to the supervisor.
- 129
- 130 6. The employee shall be entitled to LIEA representation during all conferences with
- 131 the supervisor regarding the flexible schedule.
- 132
- 133 7. As a result of using a flexible workday, members of the bargaining unit shall not be
- 134 deprived of their rights under this contract. At the request of the Association, the
- 135 plan will be jointly evaluated by the District and the LIEA.
- 136
- 137 8. *In the event there is a staff reduction or program reduction and the district needs to*
- 138 *reduce staff in a flexible staffing position, then the first position(s) that would be*
- 139 *reduced would be the flexible staffing position(s) unless there is mutual agreement*
- 140 *otherwise.*

141

142 **J. Flexible Calendar — Work Year**

- 143
- 144 1. Staff may enter into a flexible calendar assignment/workday on a voluntary basis
- 145 with prior administrative approval. Such a flexible calendar would spread the
- 146 required number of work days as defined in **ARTICLE VI** over a time period as
- 147 mutually agreed to between the LIEA staff member and the administration. (Staff
- 148 may elect to take up to four (4) weeks of unscheduled time per year.) Any new
- 149 position may be implemented with a flexible calendar and current staff shall be
- 150 given preference. If existing staff is not selected for that position, then the district
- 151 shall fill the position from outside. Any flexible calendar may include weekends
- 152 and/or evenings. Staff is not required but may elect to work on weekends and/or
- 153 evenings with prior administrative approval.
- 154

- 155 2. A staff member has the option of transferring out of a flexible calendar position by
156 giving notice to the Executive Director of Staff Resources no later than April 15. All
157 requests shall be honored.
158
- 159 3. If there is a schedule conflict between the employee and the client, such conflict
160 shall be mutually resolved.
161
- 162 4. The employee shall be entitled to LIEA representation during all conferences with
163 the supervisor regarding flexible scheduling.
164
- 165 5. As a result of using a flexible calendar, members of the bargaining unit shall not be
166 deprived of their rights under this contract. At the request of the Association, the
167 plan will be jointly evaluated by the District and the LIEA.
168
- 169 6. *In the event there is staff reduction or program reduction and the district needs to*
170 *reduce staff in a flexible staffing position, then the first position(s) that would be*
171 *reduced would be the flexible staffing position(s) unless there is mutual agreement*
172 *otherwise.*
173

174 **Schedule K - Parameters and Descriptors for Extended contracts for LISD**
175 **Professional Staff.**
176

- 177 1. Parameters:
178 A. Staff members may be approved for extended contracts in order to
179 complete more than the typical number of comprehensive evaluations than
180 might otherwise be completed during the course of a school year. Activities
181 may include reports, data gathering, parent contacts, completion of
182 questionnaires, and testing. With supervisory approval, extended contract
183 hours may also be used for other purposes, including special projects,
184 therapy and related activities, or for preparation of materials which are
185 recommended as a result of an IEP.
186
- 187 B. It is expected that all LISD professional staff involved in extended contract
188 work will continue to complete evaluations throughout the traditional school
189 year.
190
- 191 C. If necessary and appropriate, LISD staff members will have the
192 responsibility for contacting families, developing meeting sites and dates,
193 and reporting this information to their supervisor.
194
- 195 D. Whenever possible, elements of the evaluation process will be assigned on
196 a regional basis, i.e., participating staff members will be assigned students
197 from their regular assignment first, followed by students within the assigned
198 region, followed by students near their region.
199
- 200 E. Each participating staff member shall sign a separate extended contract
201 document which will be developed by the LISD Staff Resources Office.
202 Each extended contract position would be reviewed annually by the LISD
203 administrative staff. The LISD reserves the right to choose not to offer any
204 extended contracts. Any individual participating may request additional
205 extended contract days beyond the initial number approved, and such
206

207 requests will be considered on an individual basis. Approval for additional
208 days will be given in writing.

209
210 F. MET, IEPT, IFSP and ER meetings are excluded from extended contract
211 hours.

212

213 2. Descriptors:

214 A. Consideration of applicants for extended contracts: Participation will
215 include a review of each applicant by the LISD administration.
216 Considerations will include: the applicant's work performance in past years,
217 adherence to LISD guidelines and procedures, timelines of work, and
218 status of regular work assignment. *After this review is completed, an
219 applicant's seniority status will be considered. Seniority will not be the sole
220 factor for determining participation in extended contracts.*

221

222 B. Granting of extended contracts: Extended contract hours may be applied
223 for and approved at any time during the school year if a need exists. Part-
224 time LIEA staff may apply. Non-LIEA staff may be considered per Article X.
225 Per Article X, LIEA bargaining unit members will be provided first option to
226 request participation in extended contract work.

227

228 C. Scheduling: Elements of this work could occur throughout the traditional
229 school year, on week-ends, during vacation periods, as well as during the
230 summer months as mutually agreed to by members and supervisor.

231

232 D. Testing sites: Work sites will be established in either local buildings or
233 LISD buildings, and supervisors can be asked to assist with this process.
234 Some elements of extended contract work may be completed in the child's
235 home with prior approval of the supervisor. Locations for students in
236 atypical educational settings should be determined on a case-by-case basis
237 as mutually agreed to by member and supervisor.

238

239 E. Reports: For work requiring a report, it is recognized that what constitutes
240 an evaluation may differ from discipline to discipline. Each participating
241 LISD staff member would be required to facilitate and complete a report
242 which would include all elements requested by the referral or the evaluation
243 review.

244

245 F. Due dates for reports: In the case of evaluations done during the traditional
246 school year, all evaluation elements identified as part of the extended
247 contract would be due for processing within 30 working days after the
248 evaluation has begun. Those evaluations completed during June, July and
249 August would be due no later than the second Friday in October of the next
250 school year.

251

252 G. Payment: Extended contract days would be paid based on the individual
253 LISD staff member's per diem rate. Payments can be incorporated into the
254 regular bi-weekly payroll distributed equally throughout the year. Staff will
255 have the option of being paid for the days or taking a pre-approved number
256 of flex days in lieu of payment, or a combination of the two.

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- H. Tracking: Each participating staff member will provide a monthly status report to his or her supervisor identifying the extended contract activity which has occurred during the previous month. This status report will be due by the first payday Friday of the month following the month of reported activity. This status report will also be the means by which the staff person demonstrates that the appropriate number of hours has been worked, and payment approved.

- I. Mileage: Mileage will be paid to LIEA staff for all work-related travel from the first stop in the morning through his or her last worksite at the end of the day. Mileage vouchers will be due once a month and reimbursement checks will be distributed once a month. Mileage incurred as part of this proposal shall be supported and processed per established LISD procedures.

- J. Transporting students: It is assumed that LIEA members will not be transporting students. In unique situations, and with written parental permission, transporting of students by LISD staff will be considered on a case-by-case basis. Supervisory staff will be informed and must approve the transportation prior to its occurrence.

- K. Failure to complete extended contract: It is expected that each participating staff member will complete elements of evaluations in a timely manner. If, as the year progresses, it becomes apparent that the participating staff member cannot perform according to these standards, the supervisor will notify the Superintendent or designee and steps taken to discontinue the extended contract and adjust the staff member's pay accordingly. Any request for leave of absence would be considered per LISD administrative procedures and in keeping with the LIEA agreement with the LISD.

Article VIII: Caseloads and Assignments

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3 A. Caseloads for teachers, consultants, school social workers, speech and language
4 pathologists, school psychologists, and all other Special Education staff employed or to
5 be employed by the Board will be based upon recommendations of the State
6 Department of Education for state reimbursable Special Education programs. If no
7 maximum caseload is mandated by the State, the caseload maximums as of December
8 1, 1988 shall continue subject to travel time and the number of sites served. If staff
9 caseloads are mandated by the State, the parties agree to adjust caseloads accordingly.
10
- 11 B. *No person shall be assigned without his/her consent outside the professional discipline*
12 *for which s/he was trained and certified.*
13
- 14 C. Teachers at the Maurice Spear Campus shall not be required to teach more than one
15 subject per class period.
16
- 17 D. Teachers at the Maurice Spear Campus shall teach six (6) class periods per school day
18 or the equivalent per week. The foregoing shall not be changed without prior
19 consultation with the classroom staff involved.
20
- 21 E. 1. All special education staff who are assigned to an LISD program or service shall
22 work the full number of assigned days and hours of those programs and services.
23 This language shall supersede any other contract language with which it may
24 conflict. Days worked beyond the current 188 days calendar shall be paid at a the
25 employee's per diem rate.
26
- 27 2. The administration reserves the right to hire for any posted position, offering
28 contracts which are permanently greater than 188 days per year. Any additional
29 days beyond 188 shall be paid at that employee's per diem rate. This language
30 shall supersede any other language in the contract with which it may conflict.
31
- 32 3. With supervisor approval, staff may request to not work beyond 188 days. This
33 release from duties may only occur after an acceptable replacement has been
34 hired for the remaining portion of the assignment. If the assignment is filled by an
35 LIEA member, the administration is not bound by seniority procedures stated
36 elsewhere in this master agreement.
37
- 38 4. All LIEA staff working an extended school year shall be granted an additional one-
39 half (1/2) sick leave day upon completion of twenty-five (25) work days and subject
40 to the maximum accumulation in Article XII. LIEA staff working fifty (50) days
41 during the summer shall receive an additional half (1/2) day for emergency or
42 personal business subject to conditions set forth in Article XII. These days must be
43 approved by the employees' Supervisor. They may also, at their request, take an
44 unpaid week during the summer work period. Staff taking such an unpaid week
45 will notify the Superintendent or designee as soon as possible of their decision.
46
- 47 5. Staff assigned in these programs/services may request a change in assignment
48 through the "end of year" assignment consultation process initiated through their
49 department, with their supervisor, and with the director.
50
- 51 F. 1. Staff assigned to work the full number of assigned days and hours of programs
52 outlined above, may request to take up to 5 unpaid days, with supervisor approval.

- 53 Staff requesting such an unpaid leave will notify the Superintendent or designee by
54 June 1 of their request.
55
- 56 2. With supervisor approval, staff may request not to work beyond 188 days. This
57 release from duties may only occur after an acceptable replacement has been
58 hired for the remaining portion of the assignment. If the assignment is filled by an
59 LIEA member, the administration is not bound by seniority procedures stated
60 elsewhere in this master agreement. If the assignment is not filled by an LIEA
61 member the position may be posted.
62
 - 63 3. Staff assigned in these programs/services may request a change in assignment
64 through the "end of year" assignment consultation process initiated through their
65 department, with their supervisor, and with the director.
66
 - 67 4. Staff will be informed as to the length of their contract through the staff assignment
68 process. This annual notification will be 30 calendar days after the start of each
69 school year. Staff's individual contract will reflect the approved number of days.
70
- 71 G. All individual contracts beyond 188 days will conform with and be subject to all working
72 conditions of this master agreement and Board Policies except as stated in Article VIII.

ARTICLE IX: Working Conditions

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3 A. The Board recognizes that quality facilities and equipment are essential to the operation
4 of sound education programs and will endeavor to provide same in the better interest of
5 children of Lenawee County.
6
- 7 B. The maximum number of pupils in a special education classroom shall not exceed the
8 limits established by the State of Michigan for reimbursement for that particular program.
9 At the mutual consent of the teacher and the Superintendent or designee, adjustments
10 may be made in the pupil-teacher ratio.
11
- 12 C. The Board recognizes that adequate working space is necessary in each building where
13 itinerant personnel work. The Board will make recommendations to local school districts
14 of these needs and will cooperate fully with the personnel and the local school board to
15 provide for them.
16
- 17 "Adequate working space" shall be defined as a well-ventilated, heated, lighted room,
18 quiet and private, with enough chairs, tables, and space for working with small groups of
19 children and adults. The Superintendent or designee agrees to the following:
20
- 21 1. The Director of Special Education will confer with the Superintendents at their early
22 fall meeting regarding working space.
23
 - 24 2. The Director of Special Education will confer with the principals at their early fall
25 meeting regarding working space.
26
 - 27 3. The Director of Special Education will, upon request, visit schools with itinerant
28 employees in an effort to secure more adequate working space. The employee
29 may have a representative of the HLCEA at such meeting if the Director of Special
30 Education approves. If the Association disagrees with the decision of the Director
31 of Special Education they may request a meeting with the LISD Superintendent
32 and Director of Special Education to discuss the reason for the disapproval. Such
33 meetings shall be granted.
34
- 35 D. Under no circumstances is any LIEA member required to drive a bus or transport
36 students in any manner, nor shall they be required to transport students as a part of their
37 regular assignment. The Board's liability insurance will serve as secondary coverage to
38 the LIEA member's primary private liability insurance when transporting students. LIEA
39 members shall have written authorization from his/her immediate supervisor for
40 transporting students. Staff input will be sought when developing administrative
41 procedures for transportation policy.
42
- 43 E. The Board agrees to provide in each building where Special Education staff are housed:
44
- 45 1. Phone extension for professional business calls.
 - 46 2. Lounge area with a chaise lounge.
 - 47 3. Room for private conferences.
48
- 49 F. Competent and adequate secretarial help will be provided by the Board to all Special
50 Education staff.
51

- 52 G. For each classroom for Physically or Otherwise Health Impaired (PoHI) or Severely
53 Multiply Impaired (SXI), the Board agrees to engage one (1) full-time teacher's assistant.
54 For each classroom for primary trainable mentally impaired, the Board agrees to engage
55 one (1) full-time teacher's assistant. As needs change, the Board will consider, on
56 request of the Superintendent or designee, the employment of additional teacher
57 assistants. Due to the caseload responsibility of a Physical Therapist Assistant (PTA) or
58 Certified Occupational Therapy Assistant (COTA) the weekly schedule of LISD Physical
59 Therapist and/or Occupational Therapist, who work with a full time PTA or COTA, will
60 include the equivalency of one (1) day per week to work directly with the assigned PTA
61 or COTA.
62
- 63 H. The Board agrees to provide and maintain access to adequate professional materials as
64 determined by the Administration.
65
- 66 I. The Board will endeavor to maintain an adequate list of substitute teachers and teacher
67 assistants and shall, when possible, provide a substitute when absences occur. The
68 Board, upon written request, shall provide the Association access to the substitute list.
69 Written evaluations on substitutes by the teachers and teacher assistants may be
70 considered in deciding on future use of those substitutes if written evaluations on the
71 specific substitute are reasonably available as determined by the Administration.
72 Teacher requests for a specific substitute who has an effective or highly effective rated
73 evaluation(s) shall be considered.
74
- 75 J. The Board of Education shall provide training to employees assigned to perform tube
76 feeding, clean intermittent catheterization, suctioning and other medically related
77 procedures. No bargaining unit member will be expected to administer medications
78 without written instructions from the physician. The medications will be in the
79 prescription container.
80
- 81 K. In matters concerning intimate personal hygiene, assigned staff shall be trained in
82 appropriate procedures and methods to ensure the privacy of the student. The staff
83 shall be provided with current information and training on the best practices from the
84 Center for Disease Control, Michigan Department of Public Health, Michigan Department
85 of Education and others.
86

ARTICLE X: Vacancies and Promotions

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3 A. All hiring and promotion procedures lie solely in the hands of the Board. *The Board, however, does agree that notice of all positions and vacancies that occur in the disciplines represented in this contract and those that would involve a supervisory position in Special Education will be given to the Association President, posted on the LISD web site, posted at the Porter Center, and during vacation periods, given to each bargaining unit member who has informed the Director of Special Education in writing that s/he is or soon will be qualified or certified for a particular vacancy or vacancies and wish to be notified of such openings. Such vacancy notices shall be posted and/or mailed at least nine (9) days prior to the filling of the vacancy. Further, if a vacancy occurs at any time during the school a calendar year, the Board shall have the right to temporarily fill the vacancy with a temporary employee or contracted staff who shall not be deemed to be a member of the bargaining unit. At the end of the school year, the vacancy shall be publicized in accordance with this section.*
- 16
17 B. *The Board declares its support of a policy to promote from within its own staff. First choice to bid HLCEA-LIEA master contract position vacancies shall be given to HLCEA-LIEA bargaining unit members. The Board's decision concerning any hiring and promoting shall be final.*
- 21
22 C. A full-time employee may formally request consideration from the Superintendent to change his/her employment status to part-time prior to March 31st each year. The Superintendent or designee will respond to such request by June 30th.
- 25
26 D. A full-time employee whose job status was changed to part-time shall be considered to be a part-time employee for purposes of this paragraph. *Part-time employees shall be entitled to apply for vacancies and the Board agrees to consider such applications in determining who should be awarded such vacancies.* Part-time employees interested in full-time work should notify in writing their Special Education supervisor. *Part-time employees will be granted an interview for full-time vacancies in which they have expressed an interest.*
- 31
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ARTICLE XI: Transfers

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3 A. Any transfer of employees from one geographical area to another will be at the
4 discretion of the supervisor in charge after consultation with the employees being
5 transferred. *It is recognized that those transfers will be minimized and avoided*
6 *whenever possible.*
7
8 B. *Employees will not, without their consent, be transferred from one discipline to another.*
9 *The Board reserves the right to enter into free discussion with any of its employees*
10 *about transfers from one discipline to another.*
11
12 C. *To the full extent permitted by law, this Agreement shall be binding upon the Board and*
13 *its successor personnel and upon any school district into which or with which this district*
14 *shall be merged or combined. In the event this district shall be combined with one or*
15 *more districts, the Board will use its best efforts to assure the continued employment of*
16 *its members in such consolidated district.*

ARTICLE XII: Absence of Employees

A.

1. Employees will be granted eleven (11) days per year, with no statement required, to be used as sick leave in the case of illness or injury to themselves, or illness and/or death of persons of immediate concern that require their personal attention or attendance at funerals. The first five (5) days for any death in the immediate family, defined as spouse, child, stepchild, parent, stepparent, sibling, stepsibling, grandparent, grandchild and parent-in-law shall not be charged against accumulated sick leave. Employees are encouraged to schedule routine health examinations, dental appointments, or surgical procedures during vacation periods or at other times that do not conflict with scheduled work time.
2. Any employee that can anticipate being absent for five (5) consecutive days or more shall provide written notification to their supervisor at least ten (10) days in advance of the beginning of the absence. Any employee that will be absent from work for five (5) consecutive days or more unexpectedly, shall notify their immediate supervisor as soon as possible during the absence. This notification shall contain the expected dates of the absences. The Board reserves the right of written verification from the employee's physician.
3. Staff returning from such absences may be required to provide the Board with a physician's statement that they are medically able to return to their duties.
4. Each employee will receive a written statement from the Board in October of each school year indicating their present accumulation of sick leave.
5. Unused sick leave will be allowed to accumulate to one hundred and fifty (150) days.
6. Upon retirement with 30 years or more of service with MPSERS or at the age of 55 or over, \$60 of pay per day will be paid for accumulated sick leave up to a maximum of \$6,000.
7. Eligible employees who notify their LISD Supervisor and the Staff Resources Department in writing of their resignation from the LISD on a date five months or more before the effective date of resignation, will receive an early resignation payment. By way of example, announcing resignation January 15 with an effective resignation date of June 15 would meet the minimum notification timeline. The early notification payment will be pro-rated by the same full-time equivalent (FTE) percentage the employee is working in relation to a 1.00 FTE (100%) at the time of resignation notification. Therefore, a .80 (80%) FTE employee will receive 80% of the payment amount.

An employee is eligible if meeting one or more of the following criteria:

- a. Retiring with the Michigan Public Schools Employee Retirement System (MPSERS) with 10 or more years of 1.00 FTE full-time service with the LISD.
- b. Resigning from the LISD with 15 or more years of 1.00 FTE full-time service. Fractional FTE employee years of service will be added together to determine the total years of service worked for the LISD. For example purposes, 10

52 years of service in a .50 FTE capacity would equal five (5) equivalent 1.0 FTE
53 full-time years of service.

54
55 Early resignation notification payment schedule and terms:

- 56 1. Employees with Base salary being reflected on the Professional Base Salary
57 Schedule are eligible for a \$2,000 payment.
- 58 2. All employees covered by Article XVI: Insurance Protection, are eligible for an
59 additional \$1,500 payment in exchange for the forfeiture of two-months
60 eligible Board insurance coverage owed to the employee after the retirement
61 date and upon proof of being covered by another qualified health insurance
62 plan. If the employee is not eligible for two months of the Board insurance
63 contribution after their resignation date, this additional payment is not
64 available to the resigning employee.
- 65 3. Employee will receive the early resignation payment after the resignation date
66 as soon as possible according to the Business Office payment schedule.
- 67 4. Payment processing will begin upon the Early Notification Resignation
68 Payment Form (See Appendix III) being completed and turned in to the Staff
69 Resources Department. The form must be completed and turned in no later
70 than 45 days prior to the resignation date in order to be eligible for the \$1,500
71 insurance forfeiture payment.
- 72 5. If for any reason the employee successfully changes their resignation date, or
73 their resignation is connected to disciplinary action by the LISD, the employee
74 is no longer eligible for either of the early resignation notification payments.

75
76 B. An employee who has exhausted his/her accumulated sick leave may borrow up to five
77 (5) days additional sick leave from the next school year by applying for the days in
78 writing to the Superintendent or his/her designee. However, the Board retains the right
79 to deduct from the employee's last pay check the amount equal to the salary so paid in
80 advance on the borrowed sick leave days in the event the employee does not, for any
81 reason, return to work for the next ensuing school year.

82
83 C. Two (2) days per year are available for each Employee to use for emergency or personal
84 business. These days shall not be used to extend vacation breaks. This does not
85 preclude the employee's supervisor from granting personal business days where
86 legitimate business must be conducted on the day just before or after a vacation period.
87 These days must be approved by the Employee's supervisor. Unused emergency or
88 personal days will be added to the employee's accumulated sick leave at the end of
89 each year. Not more than one-quarter of the staff shall be released at one time.
90 Whenever possible, a 72-hour notice will be given. Half days will be granted only upon
91 prior approval by the supervisor or his/her designee.

92
93 D. It is the responsibility of the employee when s/he is ill and will not be at work to notify the
94 Supervisor or the person designated by the Director of Special Education. Classroom
95 staff shall be informed of a telephone number they shall call, whenever possible, before
96 6:00 a.m. to report unavailability for work. It shall be the responsibility of the
97 Administration to notify the schools or persons to have been served on that day, that
98 such employee shall be absent. It shall be the responsibility of the administration to
99 arrange for a substitute teacher. The Administration may require a doctor's note to
100 validate the illness where abuse is indicated as determined by the Administration.

101
102 E. Adverse weather or other conditions, that closes the building(s) in which employees are
103 scheduled for that day or portion of day, is defined as an "Act of God" day. Employees
104 will not be required to report to and work for the first three (3) Act of God days and will

105 be paid their regular pay for the three (3) days. After the first three (3) "Act of God" days,
106 staff will not be required to report and shall receive their regular pay for those days.
107 However, all canceled days after three (3) shall be rescheduled by the Administration
108 and be made up at the end of the school year, unless the Board and Association agree
109 upon different make-up dates. Staff shall report to work on the rescheduled make-up
110 days with no additional compensation.

111
112 If an "Act of God" day occurs during a period when an employee is on sick leave of more
113 than ten (10) consecutive days, the employee will be charged a sick day for the "Act of
114 God" day. If the employee is on an unpaid leave of absence, the "Act of God" day will
115 not affect the leave. If the employee had a personal day; or sick day not part of a leave
116 of more than ten (10) consecutive days; on an "Act of God" day, the day will not be
117 charged as a personal day or sick day.

118
119 On an "Act of God" day and after the first three (3), professional staff, COTAs, Teacher
120 Assistants and PTAs shall have the option to report to work in another assigned building
121 whose students are in session, or complete their work in an assigned LISD office, and/or
122 classroom, and/or other approved work location, with the prior approval of their
123 supervisor. This, in no way, can create a situation in which staff are not scheduled to
124 work during student days or during days in which any of their buildings are open for
125 student instruction. This shall be done without additional pay. All "Act of God" days after
126 the first three (3) that are not approved by the supervisor to allow the staff to work in an
127 assigned LISD office and/or classroom, shall be made up at the end of the school year
128 unless the Board and Association agree upon different make up dates.

129
130 F. All employees are covered under the Michigan Workers' Compensation Law and are
131 entitled to receive benefits as provided by law. Employees shall continue to accumulate
132 seniority up to a maximum of one additional full year at the time they qualified for
133 workers' compensation. This seniority accumulation shall be governed by the seniority
134 definition in Article XX, D.

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ARTICLE XIII: Leaves of Absence

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159 A. Any employee whose personal illness extends beyond the period compensated under
160 Article XII shall be eligible for Long Term Disability insurance as provided in Article XVI.
161 Persons who subsequently are medically able shall be re-employed by the Board in the
162 first vacancy for which they are certified.
163
- 164 B. Leaves of absence with pay not chargeable against the employee's sick leave allowance
165 shall be granted for the following reasons:
166
- 167 1. Court appearance/subpoenas while acting on behalf of the Board of Education.
 - 168
 - 169 2. Superintendent or designee approved visitation at other school agencies or for
170 attending educational conferences.
 - 171
 - 172 3. Subpoenas that are directly related to the employee's job which shall include the
173 grievance process.
 - 174
 - 175 4. Absence when an employee is called for jury duty provided that the employee has
176 notified the Director of Special Education within five (5) days after notification.
177
- 178 C. Sabbatical Leaves: Upon application, employees who have worked for the Intermediate
179 School District for seven (7) years may be granted a leave of absence for one (1) year to
180 be spent for the advancement of professional skills. During said leave, all eligible
181 insurances shall be paid by the Board for the employee. Upon completion of said leave,
182 the employee shall return to the employ of the former position, or a position of like nature
183 and status and shall be placed at the same position on the salary schedule as s/he
184 would have been had s/he worked in the district during such period.
185
- 186 D. Leaves of absence without pay may be granted upon application and approval of the
187 Board; that is, study, travel, research, child care, etc. The first five (5) unpaid leave days
188 approved (consecutive or cumulative) will not result in proration of paid leave and
189 insurance cost for the unpaid day(s). Beginning with the sixth (6th) unpaid day approved
190 and taken, proration of the leave days (sick, personal) and insurance benefit cost will
191 apply. Sick and personal days after five unpaid days taken will not be prorated until the
192 proration is equal to one-half (½) day increments. Insurance benefit cost will only be
193 prorated with leave of absences that are not covered under the Family and Medical
194 Leave according to Paragraph F of this Article.
195
- 196 E. Unpaid Leaves:
197
- 198 1. An employee shall be entitled to utilize an unpaid leave of absence for a disability
199 even though s/he may have received sick leave for the same disability.
200
- 201 Any employee that can anticipate: a) a prolonged disability, or b) a short disability
202 followed by newborn child care, or c) adoption followed by preschool child care,
203 and wishes to take an unpaid leave of absence shall notify in writing Director of
204 Special Education as soon as possible. The notification shall contain the projected
205 days of absence, which shall not be more than one (1) year.
206
- 207 Any employee may opt to use short term disability leave and retain their
208 accumulated sick days, subject to provisions of the short term disability insurance

- 209 plan. Short term disability benefits is an option of the employee, and the premium
210 is paid by the employee.
211
- 212 2. The ending date of such requested leaves shall coincide with the ending date of a
213 school semester as much as possible.
214
 - 215 3. Employees returning from such leaves shall provide the Board with a physician's
216 statement that they are medically able to return to their duties.
217
 - 218 4. An employee may make written application to return prior to the end of such a
219 leave, but the Board shall be under no obligation to return the employee unless a
220 vacancy occurs for which the employee is certified.
221
 - 222 5. No experience credit or fringe benefits shall accrue to an employee on unpaid
223 leaves.
224
 - 225 6. Upon expiration of the leave, the employee shall be returned to his/her former
226 position or another position for which s/he is certified.
227
 - 228 7. At least a month before the expiration of the leave, the member shall write to the
229 District informing whether or not s/he will be returning from the leave.
230
 - 231 8. Failure to return from a leave on the date specified in said leave, or failure to notify
232 the District, shall be conclusively deemed a resignation unless mutually agreed by
233 the Board and the employee prior to said date.
234

235 F. Family Medical Leave Act:
236

- 237 1. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been
238 employed at least 12 months and worked at least 1,250 hours during the prior 12-
239 month period is entitled to 12 work weeks of leave during any 12-month period
240 without pay but with group health insurance coverage maintained for one or more
241 of the following reasons:
242
 - 243 a. due to the birth of the employee's child in order to care for the child;
244
 - 245 b. due to the placement of a child with the employee for adoption or foster care;
246
 - 247 c. due to the need to care for the employee's spouse, child, or parent who has a
248 serious health condition; or
249
 - 250 d. due to a serious health condition that renders the employee incapable of
251 performing the functions of his or her job.
252
- 253 2. A "serious health condition" is defined by the law as an illness, injury, impairment,
254 or physical or mental condition that involves (1) in-patient care in a hospital,
255 hospice, or residential medical care facility or (2) continuing treatment by a health
256 care provider. Any leave taken under this contract for the above purposes shall be
257 charged against the teacher's leave entitlement under the Family and Medical
258 Leave Act at the election of either the Board or the teacher. Other conditions of the
259 Family and Medical Leave Act shall apply to leaves in this section.
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3. Eligible employees are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence. The decision to use accrued paid sick leave or unpaid days will be made by the employee.
 4. The twelve (12) month period will be a rolling year.

ARTICLE XIV: Employee Standards

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3 A. In the educational process, differences in personality, techniques, methodology, and
4 interpersonal relationships between and among professional staff members are often
5 desirable factors. It is important to promote and maintain a maximum level of acceptable
6 behavior on the part of all staff members, with the ultimate goal being to create the best
7 possible learning environment for students. When unacceptable behavior occurs on the
8 part of a staff member, school systems are obligated to address such behavior/conduct.
9
- 10 B. *No employee shall be disciplined, reprimanded, reduced in rank or compensation, or*
11 *deprived of any professional advantage without just cause. Any such discipline,*
12 *reprimand or reduction in rank, compensation or advantage asserted by the Board or*
13 *any agent or representative thereof shall be subject to the professional grievance*
14 *procedure hereinafter set forth.* Probationary staff members shall not have the right to
15 arbitrate their discharge.
16
- 17 C. *The Board will use the concept of progressive discipline in application of just cause in*
18 *dealing with disciplinary matters. Under progressive discipline, the initial discipline for an*
19 *infraction shall be commensurate with the severity of the infraction with discipline of*
20 *increased severity being used for repeated violations. The usual sequence may be*
21 *warning, written reprimand, short unpaid suspension and dismissal. This does not*
22 *preclude more severe initial discipline for more severe violations.*

ARTICLE XV: Teacher Dismissal and Resignation

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- A. It is understood that notwithstanding the provisions of this contract, teachers as defined by MCL 38.71 are entitled to protection of the Michigan Teachers' Tenure Act, as amended.

ARTICLE XVI: Insurance Protection

1
2
3 PLAN A:
4

- 5 A. The Board's annual insurance Plan premium cost contribution shall not exceed the
6 health Plan insurance premium cost cap on any health Plan per full-time (1.0 FTE) LIEA
7 Member according to the following schedule.
8

9

	2023-2024	2024-2025	2025-2026
10 Individual Plan	\$7,793	\$7,983	\$8,173
11 (2) Person Plan	\$15,612	\$16,077	\$16,542
12 Full Family Plan	\$20,700	\$21,200	\$21,700

13

14 The Board's contribution will be contributed in a monthly amount determined by dividing
15 the annual cost cap by twelve (12). The 2023-2024, 2024-2025, and 2025-2026 cost
16 caps will become effective beginning January 1, 2024, January 1, 2025, and January 1,
17 2026 respectively, each for a twelve (12) month period. The work year is consistent with
18 the "medical benefit plan coverage year" which is July 1 to June 30 of each school year.
19

- 20 B. The Board's contribution shall first be applied to insurance premiums, then to any
21 remaining insurance "costs" in an amount not to exceed the monthly per employee cap
22 listed above. Insurance "costs" shall include any payments already made, or that will be
23 made by the Board during the "medical benefit coverage year" toward Board
24 reimbursement of copays, deductibles, or payments into health reimbursement
25 arrangements, health savings accounts, flexible spending accounts, or similar accounts
26 used for health care costs, insurance related taxes, penalties, or fees and any other
27 costs required to be accounted for under Public Act 152 of 2011, as amended.
28 (Collectively Supplementary Payments). If the total value of the Supplementary
29 Payments already made, and/or that will be made, during the "medical benefit plan
30 coverage year" exceeds the aggregate monthly per employee Board contribution cap,
31 the Board shall reduce the payments made toward the Supplementary Payments only in
32 an amount necessary to avoid exceeding the aggregate monthly per employee Board
33 contribution cap. Any Board payments, including but not limited to Supplemental
34 Payments shall comply with all applicable state and federal laws or become void.
35

- 36 C. Any health Plan is defined as consisting of all benefit items in the Plan which includes
37 but is not limited to the following benefit items; health, dental, vision, long-term disability,
38 life. The health Plan insurance premium cost cap will be used only to determine the full-
39 time (1.0 FTE) LIEA Members contribution toward any health insurance Plan premium
40 cost that exceeds the Board's contribution cap to the health insurance Plan. Part-time
41 employees will only receive a prorated amount of the cost cap with all other Plan cost
42 above the prorated cost cap to be paid by the employee. For example, if a 1.0 FTE
43 employee enrolled in a full family Plan is to work 188 days with the Board paying up to a
44 \$15,000 cap annually toward all premiums in the Plan, and a different employee in the
45 same group is enrolled in a full family Plan and working only 50% of 188 days (94 days),
46 then the Board will pay up to 50% of the cap (not to exceed \$7,500) for all premiums in
47 the Plan. The July health insurance Plan invoice(s) will be used to calculate the health
48 insurance Plan cost for each LIEA Member. Any increase in the health insurance Plan
49 premium or change in the health insurance Plan after July 1, will automatically require
50 the health insurance premium cost per LIEA Member to be recalculated and will change
51 the LIEA Member required health insurance Plan premium contribution as of the date of
52 the change. Any required LIEA Member health insurance Plan premium contribution will

53 be calculated by subtracting the LIEA Member cost cap from the total health insurance
54 Plan premium per LIEA Member as invoiced. All reporting and/or accounting
55 applications of health Plan costs will reflect the actual LISD cost for each LIEA Member
56 separately as invoiced from any provider of insurance Plan benefits and prorated for any
57 part-time employee. Any monthly premiums in excess of the aforementioned amounts
58 shall be paid by the employee and shall be payroll deducted from the employee.
59 Nothing within this paragraph shall be construed by either party that either party has
60 waived its right to raise the issue of negotiating the health insurance carrier for
61 subsequent contracts.

- 62
- 63 D. All insurance must be compliant with the Patient Protection and Affordable Care Act
64 (PPACA). If any employee eligible for health insurance coverage fails to enroll in a
65 qualified medical plan within 30 days of being covered by this Agreement (except those
66 approved and enrolled in PLAN B as described in Paragraph F below), and provide all
67 documentation requested by the LISD, the employee will automatically be enrolled in a
68 qualified medical plan selected by the LISD and will be charged for the Full-family
69 premium.
- 70
- 71 E. The Board agrees to transmit premiums which employees provide the Board via payroll
72 deductions for the insurance options they wish to purchase.
- 73
- 74 F. Employees who are first placed under contract after May 31 and who are not being
75 considered for employment for the following year shall be eligible for all fringe benefits
76 except Long Term Disability, but for only the month of June.
- 77

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

79

80 Employees may elect to not participate in the group health insurance Plan A as
81 described in this ARTICLE XVI: Insurance Protection. The Board will pay a cash in lieu
82 benefit for those employees declining to participate in the group health insurance Plan A.
83 In order to be eligible for the cash in lieu benefit, the employee shall annually decline
84 participation in writing on the Board required forms. Once the employee fully completes
85 and submits all Board requested forms declining participation in the group health
86 insurance Plan A, a determination will be made by the Administration if cash in lieu
87 benefits will begin. The cash in lieu payment to an employee is conditional upon the
88 District receiving documentation and determining there is proof of other coverage that
89 meets the Patient Protection and Affordable Care Act of 2010 minimum value and
90 coverage requirements as determined by Administration.

91

92 For those employees qualifying for full family participation in the health insurance Plan A
93 and declining participation in Plan A, the Board will pay \$800 per month as a cash
94 option. For those employees qualifying for an individual and spouse participation in Plan
95 A and declining participation in Plan A, the Board will pay \$615 per month as a cash
96 option. For those employees qualifying for a single participation in Plan A and declining
97 participation in Plan A, the Board will pay \$295 per month as a cash option. For part-
98 time employees, the cash in lieu benefit amount will be prorated in the same manner as
99 described in the health insurance Plan A benefit proration method described in this
100 Schedule A. The employee electing to not participate in the health insurance Plan A
101 may be required by the Board to participate in a non-health Plan B schedule of benefits.
102 If participation in a non-health Plan B schedule of benefits is required, the cost of the
103 non-health Plan B schedule of benefits will be deducted from the cash in lieu benefit
104 amounts described in this paragraph.

ARTICLE XVII: Employee Evaluation

- 105
106
107 A. *The LISD and LIEA recognize the importance and value of a procedure for assisting and*
108 *evaluating both newly employed and experienced personnel. One purpose of evaluation*
109 *is to monitor the progress of certified staff seeking tenure status. Another purpose of*
110 *evaluation is the development, maintenance, and retention of a highly qualified and*
111 *competent professional staff. The goal of a comprehensive staff evaluation includes*
112 *accountability for the services delivered and enhanced support for staff development and*
113 *school improvement. The evaluation process will be based on systematic*
114 *communication between the evaluator and evaluatee throughout the evaluation cycle to*
115 *document performance. Furthermore, the evaluation system will be rigorous,*
116 *transparent, and fair including the use of multiple rating categories that take into account*
117 *data on student (achievement) growth as a significant factor as required by Section 1249*
118 *of the Revised school code. Student growth shall be measured by National, State, or*
119 *Local assessments and other objective criteria. Other measurement criteria may include*
120 *but not be limited to; observations, review of job descriptions and goals, use of surveys,*
121 *document review, and portfolios. Job performance and job accomplishments will be a*
122 *significant factor in determining compensation and additional compensation as required*
123 *by Section 1250 of the Revised school code. Therefore, the following has been agreed*
124 *upon in an effort to accomplish these goals.*
- 125
126 B. *At the request of either the Association or Board by September 1 of each year, a*
127 *committee will be established consisting of administrators and a staff person from each*
128 *discipline to review evaluation procedures and make recommendations.*
- 129
130 C. *The evaluation procedures to be used will be developed no later than October 1 each*
131 *year by the Assistant Superintendent of Special Education and/or his/her designee(s) in*
132 *consultation with the staff to be evaluated. In the event the LISD and LIEA do not meet*
133 *the deadline of October 1, the previous year's procedures shall be used.*
- 134
135 D. *All monitoring or observation of the work performance of an employee shall be*
136 *conducted openly and with full knowledge of the employee. The use of eaves- dropping,*
137 *closed circuit television, public address or audio systems, and similar surveillance*
138 *devices shall be strictly prohibited unless previously agreed to by the person being*
139 *evaluated., but does not preclude the use of the same for evidentiary purposes when*
140 *investigating allegations of misconduct.*
- 141
142 E. *A copy of each written evaluation of said monitoring and observation shall be returned to*
143 *the employee within a seven (7) day period.*
- 144
145 F. The current performance evaluation instruments have been determined by the Board.
146 Changes to the evaluation instrument shall be determined by the Board in collaboration
147 with the LIEA prior to August 1, of an upcoming school year. Should a question
148 regarding an employee's performance arise, the employee's supervisor shall arrange a
149 conference in a timely manner with said employee for the discussion and evaluation of
150 his/her performance. This shall provide the opportunity for the employee to improve
151 his/her performance. The performance evaluation process and final performance
152 evaluation report shall not be grievable. *An individualized development plan or a formal*
153 *plan of assistance will be used with an employee prior to termination of employment*
154 *based on unsatisfactory performance.*
- 155

- 156 G. Each employee, upon request, shall have the right to review the contents of his/her
157 personnel file maintained by the LISD. The review will be made in the presence of the
158 administrator responsible for the safekeeping of the file. Privileged information such as
159 confidential credentials and letters of reference from universities, individuals, or previous
160 employers are specifically exempt from such review. The administrator shall remove
161 such credentials and confidential reports from the file prior to review by the employee. A
162 representative of the Association may be requested to attend such a review.
163
- 164 H. *Bargaining unit members' evaluations of other bargaining unit members are primarily for
165 the purpose of assisting the evaluatee. A bargaining unit member, including a
166 professional staff member who assists in the evaluation of Teacher Assistants, Certified
167 Occupational Therapy Assistants, and Physical Therapist Assistants, who has a concern
168 about an evaluatee, as evidenced in his/her evaluation, shall inform the Administration
169 promptly of his/her concern regarding the evaluatee. The Administration will then address
170 these concerns directly with the evaluatee.*

ARTICLE XVIII: Protection of Employees

- 1
2
3 A. The Board recognizes its responsibility to give all reasonable support and assistance to
4 employees with respect to maintenance of control and discipline in the classroom.
5
6 B. Employees shall be expected to exercise reasonable care with respect to the safety of
7 pupils and property, but shall not be individually liable except in the case of gross
8 negligence or gross neglect of duty for any damage or loss to person or property.
9
10 C. Any assault upon an employee arising out of or in the course of the employee's
11 employment, shall be promptly reported to the Board or its designated representative.
12 The LIEA member retains the right to file a complaint with proper law enforcement
13 agency(ies). The Board shall provide legal counsel to advise the employee of his/her
14 rights and obligations with respect to such assault and shall render all reasonable
15 assistance to the employee in connection with handling of the incident by law
16 enforcement and judicial authorities, so long as employee has not violated Board policy.
17
18 D. If legal suit is brought against any employee as a result of the performance of his/her
19 duties and where employee has not violated Board policy or where the liability does not
20 arise out of the intentional misconduct or gross negligence of the employee, the Board
21 will furnish legal counsel for said employee.
22
23 E. Regularly scheduled work time lost to meet with law enforcement or judicial authorities
24 by an employee in connection with any incident mentioned in this Article shall not be
25 charged against the employee.
26
27 F. LISD and LIEA shall attempt to develop mutually acceptable "personal safety guidelines"
28 for home visits for implementation by February 1, 2001.
29
30 G. Any employee aware of any present or potential safety hazard and/or safety condition
31 shall promptly report such safety hazard and/or condition to his/her immediate
32 supervisor in writing. The immediate supervisor will promptly determine what steps, if
33 any, should be taken, and respond in writing.
34
35 H. In the event there is a FOIA (Freedom of Information Act) request for an employee's
36 personnel file the following shall happen:
37
38 a. Upon receipt of a FOIA request and prior to the release of information, the Board
39 shall issue written or oral notification to the individual employee.
40
41 b. The Board agrees to inform the employee what information was requested and
42 what information the employer released.
43
44 c. Whenever possible, under the law, the Board shall take the ten (10) day
45 extension to the statutory response time limit.
46

ARTICLE XIX: Negotiation Procedures

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties may likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of personnel employed by the Board.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make concessions in the court of negotiations or bargaining, subject only to such ultimate ratification.
- C. All items within this contract shall remain unchanged during the term of this Agreement and neither party may require the other to enter into negotiations for the purpose of altering or amending same, but can be reopened if mutually agreed upon by both parties. New "Letters of Agreement" after July 1, 2012, are to be in effect for a specific period of time according to the terms and conditions outlined in each separate "Letter of Agreement". When each successor Contract is negotiated, the parties shall agree upon whether previously agreed upon "Letters of Agreement" are still in effect.

ARTICLE XX: Grievance Procedures

- 1
2
3 A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The
4 content of the employee evaluation shall not be grievable. Both parties agree that
5 grievance proceedings shall be kept confidential as may be appropriate at any level of
6 such procedure and to secure at the lowest level possible equitable solutions to
7 problems of the parties.
8
- 9 B. The term "days" as used herein shall mean days when school is in session. During the
10 summer when school is not in session, the days shall mean days when the Board offices
11 are open for business.
12
- 13 C. Written grievances (see Appendix II) as required herein shall contain the following:
14
15 1. It shall be signed by the grievant, grievants or a representative of the Association.
16
17 2. It shall be specific.
18
19 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
20
21 4. It shall cite the section or subsection of this Agreement alleged to have been
22 violated.
23
24 5. It shall contain the date of the alleged violation.
25
26 6. It shall specify the relief sought.
27
28 7. After each of the first four levels, the grievant must state the reason(s) why the
29 disposition by the administrator (or Board) was unsatisfactory.
30
- 31 Any written grievance not substantially in accordance with the above requirements may
32 be rejected as improper. Such a rejection shall not extend the limitations hereinafter set
33 forth.
34
- 35 D. **Level One:** Within ten (10) calendar days or within ten (10) days that the grievant
36 should reasonably have had knowledge of the alleged violation, misrepresentation or
37 inequitable application, the aggrieved person shall discuss the grievance with his/her
38 immediate supervisor individually, together with his/her Association representative, or
39 through the Association representative. In no case shall this notification to the
40 supervisor exceed 40 calendar days. The grievance discussed and the decision
41 rendered at Level One shall be placed in writing upon request by either party.
42
- 43 E. **Level Two:** Within ten (10) days of the discussion as specified in Level One, the
44 grievant and/or Association representative may file an appeal in writing with the
45 Assistant Superintendent of Special Education. The position of support or non-support
46 by the Association must be written on the grievance form. Within ten (10) days of the
47 receipt of the appeal by the Assistant Superintendent of Special Education, s/he shall
48 have a meeting with the aggrieved party and/or the Association representative and shall
49 render the decision in writing. If the grievance is denied, s/he shall state the reason(s)
50 why the grievance was denied.
51

- 52 F. **Level Three:** Within ten (10) days of the discussion as specified in Level Two, the
53 grievant and/or Association representative may file an appeal in writing with the
54 Superintendent. The position of support or non-support of the Association must be
55 written on the grievance form. Within ten (10) days of the receipt of the appeal by the
56 Superintendent, s/he shall have a meeting with the aggrieved party and/or the
57 Association representative and shall render a decision in writing. If the grievance is
58 denied, s/he shall state the reason(s) why the grievance was denied.
59
- 60 G. **Level Four:** If the decision of Level Three is not satisfactory, the aggrieved person
61 and/or the Association representative may file the alleged grievance with the Board in
62 writing within ten (10) days. At the next regular Board meeting, which is at least one
63 week after the appeal, the aggrieved person and/or Association representative and/or
64 other person requested by the claimant shall be given opportunity to be heard. The
65 Board shall render its decision in writing within 30 days.
66
- 67 H. **Level Five:** If the decision at Level Four is not satisfactory, the aggrieved person
68 and/or Association representative may then file the grievance within thirty (30) calendar
69 days with the State Labor Mediation Board according to law. Failure to appeal a
70 decision within the specified time limits shall be deemed an acceptance at that level.
71
- 72 I. **Level Six:** If no satisfactory solution is arrived at as a result of mediation, the
73 Association must, within thirty (30) days, give written notice to the Board as to its intent
74 to submit the grievance to arbitration before an impartial arbitrator selected by both
75 parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the
76 American Arbitration Association in accordance with its rule, which shall likewise govern
77 the arbitration hearing. The arbitration procedure is limited to the interpretation and
78 application of the provisions of this Agreement and the arbitrator shall have no power to
79 alter, add to or subtract from the terms of this Agreement. Both parties agree to be
80 bound by the award of the arbitrator and agree that judgment thereon may be entered in
81 any court of competent jurisdiction except no arbitrator shall have any power to rule
82 upon any matter involving a prohibited subject of bargaining under the Public
83 Employment Relations Act.
84
- 85 The fees and expenses of the arbitration shall be shared equally by the parties.
86
- 87 J. All documents, communications and records dealing with a grievance shall be filed
88 separately from the personnel files of the participants.
89
- 90 K. Forms for filing and processing grievances shall be designated cooperatively by the
91 Association and its representatives and the Board or its representatives and shall be
92 prepared and given appropriate distribution so as to facilitate the operation of the
93 grievance procedure (see Appendix II).
94
- 95 L. The employee retains the right to withdraw grievances at any level without prejudice or
96 record.
97
- 98 M. If the employee having filed a grievance terminates employment, said grievance shall be
99 withdrawn.
100
- 101 N. No reprisals of any kind shall be taken by or against any party of interest or any
102 participant in the grievance procedure by reason of such participation.

- 103 O. Unless exempt from disclosure by law, access shall be made available to all parties,
104 places, and records for all information necessary to the determination and processing of
105 the grievance.
106
- 107 P. Should a teacher institute any proceeding authorized under the Tenure Act, the subject
108 of which may be processed through the grievance procedure, all proceedings of the
109 same subject matter shall be barred from being processed or concluded under this
110 grievance procedure or any appeal therefrom.
111
- 112 Q. Notwithstanding the expiration of this Agreement, any claim or grievance arising
113 thereunder may be processed through the grievance procedure until resolution.
114

ARTICLE XXI: Orderly Reduction in Personnel

- 1
2
3 A. *In the event that the Board, in its sole discretion, shall determine that a reduction in staff*
4 *is necessary, the following provisions shall apply.*
5
6 B. *Special education programs will be eliminated by the Board only after consultation with*
7 *the staff.*
8
9 C. *The Board shall specify within services and/or programs designated to be curtailed, the*
10 *number of positions to be eliminated.*
11
12 D. Seniority shall be determined as follows -- this procedure is for LIEA members:
13
14 1. LIEA members shall have seniority from the last date of hire.
15
16 2. Credit given for outside teaching experience in school districts shall not be
17 considered for the purpose of accumulation of seniority, but shall serve to reduce
18 the probationary period for teachers as defined in MCL 38.71 in accordance with
19 the provisions of the Tenure Act.
20
21 3. Only continuous service in the bargaining unit shall be used in determining
22 seniority. Leaves of absence granted pursuant to this Agreement shall not
23 constitute an interruption in continuous service.
24
25 4. Prior to July 1, 1981, the date of hire shall be defined as the employee's first
26 working day of the regular school year. Starting with new employees hired after
27 July 1, 1981, the date of hire shall be the date the Board of Education took action
28 to hire the employee or the day the employee started work, whichever comes first.
29
30 5. An employee shall receive credit for one (1) year of experience for the purpose of
31 determining seniority if s/he works a minimum of one hundred twenty-five (125)
32 paid days. This is to mean an employee taking an unpaid leave of absence shall
33 not lose seniority credit for that unpaid leave if s/he works a minimum of 125 paid
34 days. (Paid leaves of absence and/or sick days are part of the 125 days.) In terms
35 of days, this means an employee will receive 187 days of seniority in the 2000-
36 2001 school year and 188 days of seniority beginning the 2001-2002 school year.
37
38 If a full-time employee does not work at least 125 days, s/he shall acquire seniority
39 only for the number of days worked that year.
40
41 It is understood that a year is defined as a maximum of 187 days in the 2000-2001
42 school year and 188 days beginning the 2001-2002 school year.
43
44 6. If more than one employee has the same number of years of seniority, the one with
45 the earliest date of hire shall have the greatest seniority.
46
47 7. In the circumstances of more than one employee having the same seniority and
48 the same date of hire, all employees so affected will participate in a drawing to
49 determine placement on the seniority list. The Association and the affected
50 bargaining unit members will be notified in writing of the date, place and time of the
51 drawing. The drawing shall be conducted openly and at a time and place that will

52 reasonably allow affected bargaining unit members and Association
53 representatives to be in attendance.
54

55 8. A part-time employee in the bargaining unit shall accrue seniority in proportion to a
56 normal school year (i.e., 50/187 days of a year's seniority in the 2000-2001 school
57 year and 50/188 days beginning the 2001-2002).
58

59 9. The Board, by October 1, 1983, shall provide all employees with a correct seniority
60 list and explanation of how seniority is determined. Employees shall have fifteen
61 (15) days after receipt of the list to notify the Board and the Association of any
62 disagreement with the list. Within fifteen (15) additional days, the Board and the
63 Association shall meet to agree to confirm or correct the seniority list. Any dispute
64 between the parties shall be subject to the grievance procedure. If agreement is
65 reached, the list shall be signed by both parties and the information on that list
66 shall not be challenged by the Association or its members.
67

68 By October 1 of each succeeding year, the process shall be repeated for all new
69 hires and others who have conditions changed from the previous list.
70

71
72 E. *Employees will be laid off by the following procedure:*

73
74 1. *Layoff will be based on strict seniority, least senior first.*

75
76 2. *For professional staff, it shall be permissible to layoff an employee with more
77 seniority than another employee not laid off if the employee with the more seniority
78 is not certified and qualified for the position held by the less senior employee.*

79
80 3. *For professional staff, a more senior employee may bump a less senior employee
81 at the time of layoff, as long as the more senior employee is certified and qualified
82 for that position. If the more senior employee is not certified and qualified and is
83 laid off, but becomes certified and qualified, the employee shall be eligible on the
84 basis of seniority for any vacancy which might arise while on layoff for which the
85 person is certified and qualified. The latest official proof of certification, which may
86 be a letter from an accredited college or university reflecting a program acceptable
87 by the Michigan Department of Education, on file in the Staff Resources Office at
88 the time of layoff or recall, shall be used to determine certification. Notice of intent
89 to expand certification shall be on file in the Staff Resources Office by April 1st.*

90
91 4. *To be qualified, a professional employee must meet any one of the following
92 criteria:*

93
94 a. *Have significant work experience in the area in the last five (5) years; or*

95
96 b. *Have 6 semester hours in the area in the past five (5) years. With written
97 approval of the Superintendent or his designee, these hours may be for
98 audit if it is not possible to take them for credit. These semester hours must
99 be in the endorsement sequence for the particular certification. Any
100 courses not in the endorsement sequence must have written approval from
101 the Superintendent or his/her designee to meet this requirement. An
102 employee must notify the Superintendent or his/her designee in writing if*

- 103 s/he is taking courses in the summer for this purpose by April 15 of the
104 current year.
- 105
- 106 c. Have taught two (2) years in the certificated area in the last 12 years and
107 have taken two semester hours as defined in b. above.
- 108
- 109 d. Be "Highly Qualified" as defined by the Michigan Department of Education,
110 if required, for the position.
- 111
- 112 F. No employee shall be discharged or laid off pursuant to a necessary reduction in
113 personnel for any school year or portion thereof unless s/he has been notified in writing
114 at least forty-five (45) calendar days prior to the start of the school year.
- 115
- 116 G. When a service is restored, or a vacancy exists, laid off employees shall be recalled in
117 reverse order of their layoff, provided they are certified and qualified for the position.
118 Recalled employees shall be notified by certified mail, return receipt requested, at their
119 last known address on file in the Personnel Office. Said employees shall respond within
120 ten (10) days of receipt or attempted delivery of said notice, indicating whether or not the
121 employee will be returning to work.
- 122
- 123 1. If the employee fails to respond to the recall, the employee shall be considered to
124 have voluntarily quit.
- 125
- 126 2. Upon return from layoff, sick leave accumulation and seniority shall be as of
127 employee's last day of employment prior to layoff.
- 128
- 129 3. The recall list shall be maintained by the Board for a period not to exceed two (2)
130 years. Thereafter, an employee shall have lost a right to recall.
- 131
- 132 H. All individual employment contracts executed between staff members and LISD are
133 subject to terms and conditions of this Article and Board Policies. All provisions of a staff
134 member's individual contract of employment shall terminate upon layoff and the staff
135 member shall not be entitled to salary payment.
- 136
- 137 I. In the event that this district shall be combined with one or more districts, the Board will
138 use its best effort to assure for the continued employment of bargaining unit members in
139 the new district.

ARTICLE XXII: Master/Mentor Teachers

A. Mentors have the opportunity to positively shape the future of the profession. Mentors 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 shall be defined as identified in the Michigan Department of Education Guidelines for New Teacher Induction and Mentoring. Participating as a Mentor shall be voluntary.

B. The supervisor or his/her designee, will determine who will serve as a Mentor and will assign each new teacher a Mentor.

Mentors will meet with the assigned new teacher at least two times each week when school is in session.

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

D. The Mentor 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. If necessary and upon request, the Administration may make available reasonable release time so the Mentor 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 and Mentee shall have common preparation time.

Annual Mentor Teacher Pay

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

ARTICLE XXIII: Decision - Making Process

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4
5
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12
13
14

- A. The Board and Association support the concept and process of decision making which includes but is not limited to participatory decision making, shared decision making, school improvement planning, Quality Improvement Teams, Long-Range Planning, Strategic Planning. The decision-making process would include the voluntary participation of LIEA staff, school administrators, parents, pupils, and others in the school community.

- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will not be violated through such a decision-making process.

- A. The Board and Association will continue to develop and review the status of such a decision-making process annually.

ARTICLE XXIV: Dialogue

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- 3 A. 1. At least two representatives of the Board and the Association may meet once
- 4 every other month during the school year on a day and a time and place found to
- 5 be mutually agreeable to both parties by September 15 of that school year to
- 6 discuss issues; share information and listen to concerns in an attempt to resolve
- 7 problems that may arise. These meetings are not intended to bypass the
- 8 grievance procedure.
- 9
- 10 2. Each party will submit to the other, prior to the meeting, an agenda covering what
- 11 they wish to discuss. If there is no agenda, such meetings may still be held.
- 12
- 13 3. Should such meetings result in a mutually acceptable amendment of the
- 14 Agreement, then the amendment shall be subject to ratification by the Board and
- 15 the Association membership.

ARTICLE XXV: Miscellaneous Provisions

- 1
2
3 A. All individual employee contracts shall be made expressly subject to the terms of this
4 Agreement and Board Policies.
5
6 B. Retirement age for all Lenawee Intermediate School District employees shall be as
7 provided by law. Employees reaching retirement age during the school year shall be
8 allowed to finish that year. Continued employment beyond the age provided by law shall
9 be at the discretion of the Board and be reviewed annually.
10
11 C. Copies of this Agreement shall be duplicated by the Board and presented to all
12 individuals now employed or hereafter employed by the Board.
13
14 D. Part-time employees will continue employment only at the discretion of the Board, to be
15 reviewed annually.
16
17 E. At the time of issuance of individual contracts, each part-time employee shall be given
18 written notice by the Board as to the portion of time s/he shall work that contractual year.
19
20 F. Areas of Persistent Staffing Vacancies

21
22 From the LISD Vision: "Research and best practice in teaching/learning/assessment are
23 eagerly reflected in the daily performance of each staff."
24

25 The LISD is committed to encourage and supporting a cadre of LISD professional
26 teaching and itinerant staff in Lenawee County.
27

28 LISD administration will determine any persistent staffing vacancy(ies) (based on
29 vacancies that are unfilled for at least 60 calendar days). The LISD Director of Special
30 Education shall then inform the LISD superintendent of this (these) persistent staffing
31 vacancy(ies) and that the following steps are recommended to the LISD Board of
32 Education.
33

34 The LISD agrees to provide the following support for up to five (5) individuals in each
35 area of persistent staffing vacancy as approved by the LISD, who are accepted into an
36 LISD approved university program that leads to a State of Michigan certification/
37 approval in the area(s) of the identified persistent staffing vacancy(ies).
38

39 LISD and Association agree that LISD can provide members of the bargaining unit
40 represented by the Association, who are selected by LISD, with tuition reimbursement
41 for courses taken in order to obtain State of Michigan certification/approval in the area(s)
42 of persistent staffing vacancy(ies). Reimbursement under this agreement shall also be
43 applicable to newly hired staff who, within the last five (5) years, have received State of
44 Michigan certification/approval in the area of identified persistent staffing vacancy.
45

46 In addition, Association approves the attached agreement to be entered into by LISD
47 and each bargaining unit member selected by LISD.
48

- 49 G. An emergency manager appointment under the Local Financial Stability and Choice Act,
50 Act 436 of 2012, MCL section 141.1541 to 141.1575, shall be able to reject, modify or
51 terminate this Agreement as provided in the Act. This clause is included in this
52 agreement because it is understood to be legally required by state law and not

53 necessarily because the Board and Association agree as to how it may be applied or
54 enforced in the future.
55

56 EDUCATIONAL ASSISTANCE AGREEMENT

57 Areas of Persistent Staffing Vacancies
58

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

61 LISD and Employee agree as follows:
62

- 63
- 64 1. **TUITION REIMBURSEMENT:** LISD agrees to reimburse employee for seventy-
65 five percent (75%) of the tuition cost incurred by employee, subsequent to the
66 effective date of August 1, 2006, for successfully completed LISD pre-approved
67 college or university courses taken by employee as part of a program designed
68 to lead to a State of Michigan certification/approval in the area of persistent
69 staffing vacancy as determined by the LISD. LISD’s obligation shall be limited to
70 30 credit hours and \$7,000. Authorization for reimbursement shall be made only
71 from an official transcript and official receipt of payment for the courses from the
72 college/university. Reimbursement under this agreement is also applicable to
73 newly hired staff who, within the last five (5) years, have received State of
74 Michigan certification/approval in the area of persistent staffing vacancy. This
75 shall be limited to \$7,000.
76
 - 77 2. **CONDITIONS FOR REIMBURSEMENT FOR CURRENT EMPLOYEE:** For
78 those employee that have been approved for tuition reimbursement, all of the
79 following conditions must be satisfied:
80
 - 81 a.) Once accepted as being eligible for tuition reimbursement, file with the
82 LISD the plan that will lead to a State of Michigan certification/approval in
83 the area of persistent staffing vacancy.
84
 - 85 b.) Upon request for tuition reimbursement, employee shall provide LISD with
86 the college or university transcripts and official receipt of payment needed
87 to establish that the graduate course(s) were paid for by the employee
88 and were successfully completed. Payment shall be made to employee,
89 on an annual basis, after the above conditions have been satisfactorily
90 met.
91
 - 92 c.) All courses, course activities and assignments must be fulfilled and
93 completed so that employee obtains a State of Michigan certification/
94 approval in the area of persistent staffing vacancy as determined by the
95 District within four years of the initiation of this agreement.
96
 - 97 d.) Employee shall remain employed by LISD for at least four (4) full years
98 after the date employee obtains State of Michigan certification/approval
99 in the area of persistent staffing vacancy as determined by LISD, maintain
100 the certification/approval for at least that four (4) year period and not
101 decline employment in an assignment which requires that approval.

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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.

7. **EMPLOYEE TAX LIABILITY:** Depending on amount of educational assistance the employee receives in a calendar year, the educational assistance payment(s)

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provided the employee may be subject to taxation as employee wages and/or taxable benefits. If, at the close of the calendar year, it is determined by the employer that any portion of the payment(s) made to the employee are subject to employer required withholding taxation, the employer will deduct the tax from the earliest pay cycle feasible. If an employee resigns or their employment is terminated for any reason, and the employer determines that withholding tax is likely to be owed on educational assistance paid during the year of termination, the employer may withhold the tax from any employee payments owed to the employee prior to and/or following their termination date.

Lenawee Intermediate School District

Employee:

By: _____

By: _____

Its: _____

Dated: _____

Dated: _____

DEFINITIONS

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3 1. For the purpose of this contract, the term discipline is defined as: "A branch of
4 instruction or education"; i.e. Speech and Language Pathologists, School Social
5 Workers, School Psychologists, Teacher Consultants, teachers of the trainable mentally
6 impaired, and regular teachers who represent seven (7) different branches of education.
7

8 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly
9 authorized representatives the day and year first above written.
10

11 BOARD OF EDUCATION
12 LENAWEE INTERMEDIATE SCHOOL DISTRICT
13 LENAWEE COUNTY, MICHIGAN

14 Richard Bernard 07/10/23
15 President Date
16

17 James Hantley / 06/05/2023
18 Secretary Date
19

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21
22
23
24 LENAWEE COUNTY EDUCATION ASSOCIATION
25 LENAWEE INTERMEDIATE EDUCATION ASSOCIATION
26

27 Kimberly A. Quist 6-28-23
28 President Date
29

30 Cheryl Gordon / 7/10/23
31 Vice President Date
32
33
34
35
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39

1 **LIEA**

2
3 **SCHEDULE A**

4
5 **SECTION I**

- 6
7 A. See attached sheets for Professional Base Salary Schedule 2023-2024 through 2025-
8 2026.
9
10 B. 1. See attached sheets for Paraprofessional Training Incentive Base Salary
11 Schedule, Teacher Assistant Parapro Base Salary Schedule, 2023-2024 through 2025-
12 2026.
13 .
14
15 2. It is hereby agreed that Teacher Assistants who meet Teacher certification
16 requirements will be paid one half (1/2) the current Substitute Teacher's rate of pay
17 per day (one fourth (1/4) the current Substitute Teacher's rate of pay per one-half
18 (1/2) day) above his/her regular wage when subbing for a LIEA teacher.
19
20 3. All Teacher Assistants whose effective date of hire is after July 1, 2000 will be
21 expected to complete ten (10) hours of inservice training specific to the
22 program/service needs of his/her assignment by the end of his/her first full school
23 year of employment. These ten (10) hours require prior administrative approval
24 and may include LISD Professional Development offerings.
25
26 4. Board will pay retirement as required by law.
27
28 C. For each day worked beyond the ISD calendar, the employee shall be reimbursed at the
29 following rate: his/her salary for the year divided by the number of days in the ISD
30 calendar for the year. Number of extra days to be worked shall be determined by the
31 mutual consent of the employee and the Board.
32
33 D. It is not the intent of the Board of Education to do substantial subcontracting for work
34 performed by employees in the regular course of their employment. However, the Board
35 retains the right to subcontract work when it is determined it is in the best interest of the
36 District. *The Board agrees it will not subcontract if such subcontracting would cause the*
37 *lay-off or partial reduction of staff.*
38
39

40 **SECTION II**

41
42 A. Effective with ratification of this Agreement, new employees who commence work for or
43 after the 2012-2013 work year shall be placed on the Base Salary Schedule where
44 deemed appropriate by the Board and paid their base salary according to that
45 placement. New employees may be granted credit by the Board on the salary schedule
46 for work experience outside the LIEA experience. Work experience, for which credit may
47 be allowed, include military service, teaching and other work in the field of education
48 and/or other experience which is related to the position held or being offered to the
49 employee.

- 50 1. Columns on the Base Salary Schedule represent the number of education credit
51 hours achieved from an accredited college or university.
52 2. Levels on the Base Salary Schedule represent the placement of each employee's
53 base salary. Placement takes into consideration a multitude of qualification factors
54 which include but is not limited to work experience within the LISD, outside the
55 LISD, certifications, specialized training, comparisons of salary factors within and
56 outside the LISD.

57
58 B. The Base Salary Schedules represented below reflects what will be hereinafter
59 referred to as the base salary paid to all employees paid on that Schedule. The Lenawee
60 Intermediate School District (LISD) has established a Performance-Based
61 Compensation System (see Performance-based Compensation System under Appendix
62 IV) which includes base salary in the definition of total salary compensation. Beginning
63 the 2023-2024 work year and beginning each new work through 2025-2026: For those
64 employees starting each new work year where their new accrued performance-based
65 compensation added to the base salary paid to the employee in the previous work year
66 is equal to or exceeds any base salary Level amount within the Column representing the
67 employee's current education achievement status (BA/BS or BA/BS + number of credit
68 hours achieved), the following will occur:

- 69 1. The employee's base salary portion of the combined total of base salary plus
70 accrued performance-based compensation will be increased to the highest possible
71 level of base salary on the Base Salary Schedule where the combined total of the
72 employee's base salary plus accrued performance-based compensation equals or
73 exceed that level on the Base Salary Schedule.
74 2. When the employee's base salary is increased in step 1 above, the employee's
75 accrued performance-based compensation will be reduced the same amount as the
76 increased amount of the base salary.
77 3. The resulting combined total of base salary plus accrued performance-based
78 compensation awarded and scheduled to be paid to the employee for the new work
79 year will remain unchanged.
80 4. Additional performance-based compensation awarded to the employee upon their
81 return to a similar assignment or same assignment for the new work year will be
82 added to the combined total in this paragraph B. 3. above (base salary plus accrued
83 performance-based compensation) to be the employee's new total salary
84 compensation to be paid to the employee for the new work year.

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LCEA – LIEA
2023-2024 through 2025-2026 PROFESSIONAL BASE SALARY SCHEDULE

LEVEL	<u>COLUMN</u>						
	BA/BS	+15	+30	+45	+60	+75	+90
0	45,000	47,175	49,350	51,525	53,700	55,875	58,050
1	47,175	49,350	51,525	53,700	55,875	58,050	60,225
2	49,350	51,525	53,700	55,875	58,050	60,225	62,400
3	51,525	53,700	55,875	58,050	60,225	62,400	64,575
4	53,700	55,875	58,050	60,225	62,400	64,575	66,750
5	55,875	58,050	60,225	62,400	64,575	66,750	68,925
6	58,050	60,225	62,400	64,575	66,750	68,925	71,100
7	60,225	62,400	64,575	66,750	68,925	71,100	73,275
8	62,400	64,575	66,750	68,925	71,100	73,275	75,450
9	64,575	66,750	68,925	71,100	73,275	75,450	77,625
10	66,750	68,925	71,100	73,275	75,450	77,625	79,800
11	68,925	71,100	73,275	75,450	77,625	79,800	81,975
12	71,100	73,275	75,450	77,625	79,800	81,975	84,150
13	73,275	75,450	77,625	79,800	81,975	84,150	86,325
14	75,450	77,625	79,800	81,975	84,150	86,325	88,500
15	77,625	79,800	81,975	84,150	86,325	88,500	90,675
16	79,800	81,975	84,150	86,325	88,500	90,675	92,850
17	81,975	84,150	86,325	88,500	90,675	92,850	95,025
18	84,150	86,325	88,500	90,675	92,850	95,025	97,200
19	86,325	88,500	90,675	92,850	95,025	97,200	99,375
20	88,500	90,675	92,850	95,025	97,200	99,375	101,550

LENAWEE INTERMEDIATE SCHOOL DISTRICT
 LIEA TEACHER ASSISTANT
 2023-2024 through 2025-2026 PARAPROFESSIONAL TRAINING INCENTIVE
 BASE SALARY SCHEDULE

	FOR ALL POSITIONS NOT REQUIRING AN ASSOCIATES OR HIGHER DEGREE					FOR ALL POSITIONS REQUIRING AN ASSOCIATES OR HIGHER DEGREE		
	TA	TA +15	TA +30	TA +45	TA +60	ASSOCIATES DEGREE	+30	+60
LEVEL								
0	22,125	23,400	24,675	25,950	27,225	27,225	28,500	29,775
1	23,400	24,675	25,950	27,225	28,500	28,500	29,775	31,050
2	24,675	25,950	27,225	28,500	29,775	29,775	31,050	32,325
3	25,950	27,225	28,500	29,775	31,050	31,050	32,325	33,600
4	27,225	28,500	29,775	31,050	32,325	32,325	33,600	34,875
5	28,500	29,775	31,050	32,325	33,600	33,600	34,875	36,150
6	29,775	31,050	32,325	33,600	34,875	34,875	36,150	37,425
7	31,050	32,325	33,600	34,875	36,150	36,150	37,425	38,700
8	32,325	33,600	34,875	36,150	37,425	37,425	38,700	39,975
9	33,600	34,875	36,150	37,425	38,700	38,700	39,975	41,250
10	34,875	36,150	37,425	38,700	39,975	39,975	41,250	42,525
11	36,150	37,425	38,700	39,975	41,250	41,250	42,525	43,800
12	37,425	38,700	39,975	41,250	42,525	42,525	43,800	45,075
13	38,700	39,975	41,250	42,525	43,800	43,800	45,075	46,350
14	39,975	41,250	42,525	43,800	45,075	45,075	46,350	47,625
15	41,250	42,525	43,800	45,075	46,350	46,350	47,625	48,900
16	42,525	43,800	45,075	46,350	47,625	47,625	48,900	50,175
17	43,800	45,075	46,350	47,625	48,900	48,900	50,175	51,450
18	45,075	46,350	47,625	48,900	50,175	50,175	51,450	52,725
19	46,350	47,625	48,900	50,175	51,450	51,450	52,725	54,000
20	47,625	48,900	50,175	51,450	52,725	52,725	54,000	55,275

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115 No increase in salaries will be paid retroactively for prior years.

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117 Verification of relevant semester hours of academic college credit or an Associate Degree must
118 be provided through a transcript from an accredited institution. It is the responsibility of the
119 Paraprofessional to provide the transcript.

120

121 Placement on the Paraprofessional Salary Schedule Requiring an Associates Degree is limited
122 to those positions which require an Associates Degree for placement or certification in their
123 position (ie. COTA, PTA, health care, etc.). Qualifications for specific needs such as health care
124 professionals or others requiring a degree and/or advanced certifications will be addressed in
125 the role description and other documentation listing the position requirements.

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LIEA

COMPOSITION OF BARGAINING UNIT

INCLUDED:

All regular full-time and regular part-time professional Special Education Program and Services Personnel employed by the Board under annual contract in the Special Education Program, including Teachers of students with trainable mental impairments, Teachers at the Maurice Spear Campus, Teacher Consultants, Teachers of students with visual impairments, Teachers of students with hearing impairments, Teachers of students with physical or otherwise health impairments, Teachers of students with emotional impairments, Physical Therapists, Physical Therapist Assistants, Occupational Therapists, Certified Occupational Therapy Assistants, Speech and Language Pathologists, School Social Workers, School Psychologists, Teachers of students with severe multiple impairments, Teachers of students with severe mental impairments, Teachers of students with pre-primary impairments, Classroom Systems Specialists, Orientation and Mobility Specialists, Department Coordinators, School Nurses, and all regular full time Teacher Assistants employed by the LISD Board of Education in the Special Education Program under contract who assist the above named Professionals. The Board agrees to explain to the Association President the reason(s) for employing a temporary or contracted employee.

The highlighted and italicized provisions of this Agreement do not apply to bargaining unit members whose employment is regulated by the Teachers’ Tenure Act and shall instead apply only to those bargaining unit members whose employment is not regulated by that statute. In the event Michigan law pertaining to prohibited subjects of bargaining for employees whose employment is regulated by the Teachers’ Tenure Act is changed, the Association may request that this Agreement be reopened for renegotiation to address whether provisions of this Agreement affected by the change should be modified. Both the Board and the Association mutually agree that the highlighted and italicized provisions in this Agreement do not apply to all Teachers and Speech and Language Pathologists who hold a teaching certificate. Any other position subject to the Michigan Teacher’s Tenure Act or that is required to hold a Michigan teacher certificate by the State of Michigan or the Board, the highlighted and italicized provisions will also not apply.

EXCLUDED:

All office and clerical personnel, all custodial personnel, all bus drivers, Curriculum Resource Supervisor, Curriculum Resource Consultant , and Curriculum Resource Specialist, Coordinator of Planning, Monitoring and Data collection, and full-time and part-time supervisory, executive or administrative personnel, substitute teachers, substitute staff for all positions subject to the PROFESSIONAL BASE SALARY SCHEDULE, substitute teacher assistants, all other contracted or temporary appointments, teachers and teacher assistants in programs which are not part of regular school year, all general education and vocational education personnel, and all other employees of the Board or any other employer.

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LENAWEE INTERMEDIATE SCHOOL DISTRICT

GRIEVANCE REPORT FORM - LIEA

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Distribution of Copies: (a) Superintendent (b) Assistant Superintendent
 (c) Supervisor or Principal (d) Association President/Representative
 (e) Grievant

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>

LEVEL ONE: Within ten (10) calendar days or within ten (10) days that the grievant should reasonably have had knowledge of the alleged violation, misrepresentation or inequitable application, the aggrieved person shall discuss the grievance with his/her immediate supervisor individually, together with his/her Association representative, or through the Association representative. In no case shall this notification to the supervisor exceed 40 calendar days. The grievance discussed and the decision rendered at Level One shall be placed in writing upon request by either party.

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

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

3. Relief Sought

Upon Completion of Discussion with Supervisor/Principal:

Signature of Grievant	
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Date	
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Grievance # _____
School Dist. _____

LEVEL TWO: Within ten (10) days of the discussion as specified in Level One, the grievant and/or Association representative may file an appeal in writing with the Assistant Superintendent of Special Education. The position of support or non-support by the Association must be written on the grievance form. Within ten (10) days of the receipt of the appeal by the Assistant Superintendent of Special Education, s/he shall have a meeting with the aggrieved party and/or the Association representative and shall render the decision in writing. If the grievance is denied, s/he shall state the reason(s) why the grievance was denied.

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

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Grievance # _____
School Dist. _____

LEVEL THREE: Within ten (10) days of the discussion as specified in Level Two, the grievant and/or Association representative may file an appeal in writing with the Superintendent. The position of support or non-support of the Association must be written on the grievance form. Within ten (10) days of the receipt of the appeal by the Superintendent, s/he shall have a meeting with the aggrieved party and/or the Association representative and shall render a decision in writing. If the grievance is denied, s/he shall state the reason(s) why the grievance was denied.

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

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Grievance # _____
School Dist. _____

LEVEL FOUR: If the decision of Level Three is not satisfactory, the aggrieved person and/or the Association representative may file the alleged grievance with the Board in writing within ten (10) days. At the next regular Board meeting, which is at least one week after the appeal, the aggrieved person and/or Association representative and/or other person requested by the claimant shall be given opportunity to be heard. The Board shall render its decision in writing the next day.

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

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APPENDIX III

LIEA

EARLY NOTIFICATION RESIGNATION PAYMENT FORM

NOTE: This form must be completed and turned in to the LISD Staff Resources Department no later than 45 days prior to the resignation date in order to be eligible for the \$1,500 insurance forfeiture payment. In addition, to receive the insurance forfeiture payment, you must attach documentation of evidence that you will be covered by another qualified insurance plan as of the date of your resignation. The documentation must provide proof of other insurance coverage that meets the Patient Protection and Affordable Care Act (PPACA) of 2010 minimum value and coverage requirements as determined by the LISD Administration.

I, _____ am applying to receive the early resignation incentive payment(s) and by signing below, certify that I have met all eligibility requirements of Article XII: Absence of Employees, Paragraph A, 7. I understand that in order to qualify for any of the early notification payment options listed below, I must have notified my LISD Supervisor and the LISD Staff Resources Department in writing of my resignation from the LISD on a date five months or more before the effective date of my resignation.

Payments applying for: (Check only the one box that applies)

- 1. Early notification payment only: \$2,000
(Only those paid on the Professional Base Salary Schedule qualify for this payment)
- 2. Early notification insurance forfeiture payment only: \$1,500
(Only those covered by Article XVI: Insurance Protection qualify for this payment)
- 3. Both the early notification and early notification insurance forfeiture payments: \$3,500
(You must qualify for both payments 1. and 2. Above to select this option)

Employee will receive their approved early resignation payment after their resignation date as soon as possible according to the LISD Business Office payment schedule.

LIEA Staff Signature

Date

Staff Resources Department Signature
Approving Payment

Date

Appendix IV

LENAWEE INTERMEDIATE SCHOOL DISTRICT (BOARD)

LENAWEE INTERMEDIATE EDUCATION ASSOCIATION (LIEA)

PERFORMANCE-BASED COMPENSATION SYSTEM

This document represents an extension to the Collective Bargaining Agreement (CBA) between the Board and the Association dated June 5, 2023 and is not part of the CBA related to those members of the Association whose employment is regulated by the Teachers' Tenure Act as the contents are considered prohibited subjects of bargaining. This Performance-Based Compensation System provides for pay increases to Members of the LIEA based on performance and consistent with Article XVII of the Contract where the parties agreed that job performance will be a significant factor in determining compensation and additional compensation.

PURPOSE

Section 1250 of the Revised School Code requires the Lenawee Intermediate School District (LISD) to implement and maintain a method of compensation for its teachers that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. Consistent with Article XVII in the Collective Bargaining Agreement (CBA) between the Board and the LIEA, this performance-based compensation system is designed to satisfy that statutory requirement to reward teachers, and also to reward other LIEA members for their performance.

In accordance with Section 1250 of the Revised School Code, the assessment of job performance is based upon an evaluation system that evaluates a teacher's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. All LIEA members will be measured with an annual evaluation system in order to qualify and be paid for performance compensation that may include other categories to evaluate performance including but not limited to, demonstrated pedagogical skills, management of the classroom, professional development, community involvement, attendance, continuing education, and achievement of other goals that may be assigned. In accordance with Section 1249 of the Revised School Code, data on student growth demonstrating the teacher's impact on student growth will be a significant factor of the annual performance evaluation rating of the teacher and may also apply to other LIEA members.

The teacher's performance, and all other LIEA members' performance, will be rated at least annually utilizing one of the following four overall ratings: Ineffective, Minimally Effective, Effective and Highly Effective. The level of annual performance-based compensation will be based, in part, upon the individual member's demonstrated continuous "Effective" performance.

QUALIFICATION

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200 All employees paid under this Performance-based Compensation System are eligible
201 for accrued performance-based compensation and additional performance-based
202 compensation, provided they meet the minimum qualifications. Eligibility may change to
203 comply with changes to State of Michigan or other applicable law and interpretations of
204 law, including interpretations by the Attorney General. In order to qualify for and be
205 paid additional performance-based compensation the following year, the employee must
206 receive an overall rating of Effective or Highly Effective in his/her annual performance
207 evaluation and must have completed his/her duties and responsibilities.

208

209 A qualifying employee who resigns during the school year will receive a pro-rated base
210 salary in accordance with the Master Agreement and will be eligible to receive pro-rated
211 performance-based compensation which has been awarded for performance in previous
212 years.

213 A qualifying employee who does not complete the school year will not be eligible to
214 receive performance-based pay as follows:

215 • A qualifying employee who takes an unauthorized leave of absence during
216 the school year will not be eligible to receive additional performance-based
217 compensation the following year.

218 • A qualifying employee who takes an approved leave of absence for more than
219 50% of the school year shall not receive additional performance-based
220 compensation the following year.

221 Performance-based compensation will be pro-rated for employees as follows:

222 • A qualifying employee who takes an approved leave of absence for more than
223 50% of the work year will be eligible to receive all performance-based
224 compensation awarded for performance in previous years for any paid portion
225 of the leave, but will receive pro-rated performance-based compensation
226 awarded for performance in previous years based on any unpaid portion of
227 the leave.

228 • A qualifying employee who takes an approved leave of absence for less than
229 50% of the school year will receive pro-rated accrued performance-based
230 compensation for that school year based on any unpaid portion of the leave,
231 and will only be eligible for pro-rated additional performance-based
232 compensation the following school year based on days actually worked in the
233 current work year.

234 • A qualifying employee who takes an approved leave of absence during the
235 school year which is not fully paid will receive pro-rated accrued performance-
236 based compensation for that school year for the paid portion of the leave, and
237 will only be eligible for pro-rated additional performance-based compensation
238 the following school year based on days actually worked in the current work

239 year. The pro-ration calculation will be in accordance with pro-ration of the
240 base salary for unpaid leaves of absence.

241
242 **MEASUREMENT BASIS OF CRITERIA AND ACCUMULATION**

243
244 To qualify for and be paid performance-based compensation Units, the employee must
245 successfully meet the Performance-based Compensation Criteria listed below.
246 Additional performance-based compensation Units shall be awarded, paid, and
247 accumulate in the following work year as long as the employee demonstrates
248 continuous Effective performance as evidenced by his/her annual performance rating of
249 Effective or Highly Effective. If an employee receives a “Minimally Effective” or
250 “ineffective” rating on his/her annual performance evaluation, they shall continue to be
251 paid accrued performance-based compensation awarded in previous work years when
252 returning to work in the same or similar capacity the following work year, but shall not be
253 awarded and paid additional performance-based compensation Units in the following
254 work year.

255
256
257 **PERFORMANCE-BASED COMPENSATION CRITERIA**

258
259 Employees shall be awarded and paid up to three Units of performance-based
260 compensation for the next school year based upon at least the criteria established
261 below. Any combination of One (1), or Two (2) Unit Criteria as listed below achieved,
262 shall result in a maximum of three Units of performance-based compensation to be paid
263 the next school year. In addition to the criteria listed below, other criteria for awarding
264 performance-based compensation may be established subject to approval by the
265 Superintendent of Schools. Performance-based compensation Units awarded and paid
266 in a current work year, shall accrue, accumulate, and continue be paid the following
267 work year when returning in the same or similar capacity, except that portion of accrued
268 performance-based compensation that is converted to base salary at the beginning of
269 each new work year per the terms of Schedule A, Section II of the Collective Bargaining
270 Agreement (CBA). Continuing education Criteria may also be achieved by other
271 equivalent achievements as determined by the LISD. This could include other
272 continuing education events that are awarded State Board Continuing Education Units
273 (SBCEU) directly related to the current employment assignment of the LISD employee.

- 274 • At the beginning of and only for the 2023-2024 and 2024-2025, for all
275 employees returning to work in a similar or the same assignment as assigned
276 in the previous work year, the employee will be awarded: Two additional units
277 of performance based compensation beginning 2023-2024 in the category of
278 accrued performance-based compensation, one additional unit of
279 performance-based compensation beginning 2024-2025 in the category of
280 accrued performance-based compensation provided they received an
281 Effective or Highly Effective performance evaluation rating for the previous
282 work year. This additional compensation shall be eligible for conversion to
283 base salary and increase the total number of allowable units of performance-
284 based compensation added to the employee’s total salary compensation from
285 three units to five units for 2023-2024 and four units for 2024-2025.

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PERFORMANCE-BASED COMPENSATION UNITS – PROFESSIONAL BASE SALARY SCHEDULE

Each Unit of performance-based compensation is established at \$725.00 for 2023-2024, 2024-2025, and 2025-2026 for all LIEA members with base salary reflected on the CBA Professional Base Salary Schedule. Additional performance-based compensation shall be paid in the 2023-2024, 2024-2025, and 2025-2026 years, resulting from performance or award for performance in the 2022-2023, 2023-2024, and 2024-2025 work years.

One (1) Unit Criteria:

- a. Student growth – Based on the employee’s total overall rating of Effective or Highly Effective for Objective Data Measurement Categories which includes the aggregate student growth ratings specific to the individual employee’s assigned students. Employees not directly responsible for students shall receive the rating for this item that is reflective of the aggregate documented student growth achieved by the District, or specific program where they are assigned.
- b. Continuing education - BA/BS plus 15 applicable credit hours achieved
- c. Continuing education - MA plus 15 applicable credit hours achieved

Two (2) Unit increase Criteria:

- a. Annual performance evaluation – Effective or Highly Effective rating

PERFORMANCE-BASED COMPENSATION UNITS – TEACHER ASSISTANT/PARAPROFESSIONAL BASE SALARY SCHEDULE

Each Unit of performance-based compensation is established at \$425.00 for 2023-2024, 2024-2025, and 2025-2026 for all LIEA members with base salary reflected on the CBA Teacher Assistant/Paraprofessional Base Salary Schedule. Additional performance-based compensation shall be paid in the 2023-2024, 2024-2025, and 2025-2026 years, resulting from performance or award for performance in the 2022-2023, 2023-2024, and 2024-2025 work years.

One (1) Unit Criteria:

- a. Student growth - Based on the employee’s total overall rating of Effective or Highly Effective for Objective Data Measurement Categories which includes the aggregate student growth ratings specific to the individual employee’s assigned students. Employees not directly responsible for students shall receive the rating

330 for this item that is reflective of the aggregate documented student growth
331 achieved by the District, or specific program where they are assigned.

332 b. Continuing education – High school diploma plus 15 applicable credit hours
333 achieved

334
335 **Two (2) Unit increase Criteria:**

336 a. Annual performance evaluation - Effective or Highly Effective rating

337 b. Continuing education - High school diploma plus 30 applicable credit hours
338 achieved

339
340 **APPEAL PROCESS**

341
342 Employees should first contact and meet with the Principal or next higher level
343 Supervisor if there is a concern regarding their accomplishments of any of the
344 components of the Performance-based Compensation System. If, after meeting with the
345 Principal/Supervisor, the concern still exists, the following people should be contacted in
346 the order listed below. Advancement to next level person is only necessary if the
347 employee remains unsatisfied.

348
349 1. Executive Director of Staff Resources

350 2. Assistant Superintendent

351
352 The Executive Director of Staff Resources and/or Assistant Superintendent will consult
353 with the Superintendent if requested in writing by an employee that remains unsatisfied
354 with the outcome of the appeal process. All documentation related to the employee's
355 performance evaluation will be made available to the Superintendent. The annual
356 performance evaluation rating determined after consulting with the Superintendent shall
357 be final.

358
359
360 **DEFINITIONS**

361
362 Performance-based Compensation: Accrued Performance-based Compensation and
363 Additional Performance-based Compensation.

364
365 Additional Performance-based Compensation: Performance-based Compensation
366 awarded and paid upon return to a similar assignment in an ensuing work year.

367
368 Accrued Performance-based Compensation: Performance-based Compensation which
369 has been awarded, paid and accumulated.

370
371 Applicable Credit Hours: Continuing education credit hours achieved from an
372 accredited college or university that are related to improvement of the employee in the
373 assigned LISD position as determined by Administration. All qualifying credit hours

374 must be approved in writing in advance and must be successfully achieved in order to
375 be eligible for additional Performance-based compensation and not credit hours already
376 factored in as part of the employee's total salary compensation. Additional
377 performance-based compensation for this achievement will be awarded and paid upon
378 the qualifying employee returning to the same or similar assignment the ensuing work
379 year following the work year that 15 credit hours are achieved.

380
381 Total Salary Compensation: The gross income for the employee (includes the
382 employee's CBA base salary and the Performance-based compensation
383 Units/Performance-based Compensation awarded and paid to the employee, and other
384 forms of compensation except (a) separate pay received under additional performance
385 contracts and (b) extra duty pay being received by the employee for work that exceeds
386 pay for the standard working days defined in the collective bargaining Agreement.)
387 Total Compensation as it relates to this document does NOT include costs associated
388 with an employee's employment related to retirement, FICA, workman's compensation,
389 and/or health insurance.

390
391 Ineffective: Not producing the expected results and/or generally not capable of
392 performing satisfactorily, as evidenced in the annual performance evaluation including
393 other documentation referenced in the annual performance evaluation.

394
395 Minimally Effective: Minimally, but not consistently, produces the expected results
396 and/or shows signs of being capable of performing satisfactorily as evidenced in the
397 annual performance evaluation including other documentation referenced in the annual
398 performance evaluation.

399
400 Effective: Produces the expected results consistently and is not only capable of
401 producing the expected results, but performs satisfactorily as evidenced in the annual
402 performance evaluation and other documentation referenced in the annual performance
403 evaluation.

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405 Highly Effective: Produces consistently above and beyond the expected results and
406 consistently exceeds performance expectations as evidenced in the annual
407 performance evaluation and other documentation referenced in the annual performance
408 evaluation.

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Authorized Signatures

Richard L. Germond
For the Board

07/10/2023
Date

James S. Hartley
For the Board

06/05/2023
Date

Kimberley A. Quist
For the Association

6-28-23
Date

Chad Gordon
For the Association

7/10/23
Date