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

July 1, 2026– June 30, 2028

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

A. This Agreement, entered into this August 3, 2026, 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

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for all professional Special Education programs and services personnel, Certified Occupational Therapy Assistants, Physical Therapist Assistants, and Teacher Assistants who assist those personnel, who are employed by the Board (does not include contracted personnel). A list of those positions that are included in and excluded from the bargaining unit are listed in Appendix I. 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.
- B. Newly created job categories will be included within the bargaining unit upon agreement of the parties. If the parties cannot reach agreement on the inclusion or exclusion of a newly created position within thirty (30) days, either party may submit the dispute to the Michigan Employment Relations Commission (MERC).
- C. The Board agrees not to negotiate with, or recognize, any employees' organization other than the Association for the above specified job classifications for the duration of the Agreement.
- D. This contract shall commence on July 1, 2026 and terminate on the June 30, 2028 at 11:59p.m.

## ARTICLE II: Association and Employee Rights

- A. The Board and the Association agree that they will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 of 1947 as amended or other laws of Michigan or the United States, or the Constitution of Michigan and the United States.
- B. The Association shall have the right, so long as in compliance with the reasonable rules and regulations of the Board, to use a room within a building of the Board at reasonable hours for meetings while this contract is in full force and effect, provided they have prior approval from the Superintendent, or designee.
- C. The bulletin boards, office equipment, and telephones shall be made available when not otherwise in use to the Association at no expense to the Board. The Association shall be responsible for any materials placed upon the bulletin boards by the Association officers. The Association may use the inter-office mail services and employee mailboxes for communication to all employees covered by this Agreement.
- D. The Board agrees to make available to the Association in response to requests from time-to-time, available public information concerning the financial resources of the district; tentative budgetary requirements and allocations, and such other generally available information as will assist the Association in developing intelligent, collective bargaining requests and necessary information to process a grievance. Such information shall be made available within 30 days if available in the requested form.
- E. An employee shall be entitled to have present a representative of the Association when s/he has been called in to be reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the association is present or no later than two (2) working days after request for such representation was made. The two (2) working day limit may be extended to five (5) upon mutual written agreement of the Board and Association.
- F. Whenever the administration or Board is seriously contemplating a particular significant curriculum change, the affected bargaining unit members shall be invited to give input into such change.
- G. The Board agrees that it will not discriminate against any bargaining unit member in the application of this Agreement or in other ways because of the employee's race, creed, religion, color, national origin or ancestry, age, sex, marital status, sexual orientation or physical characteristics.
- H. The Board shall provide up to four (4) days of release time without loss of pay or other benefits for bargaining unit members to perform tasks for the Association. The President of the Association shall notify in writing as soon as possible the Superintendent or his/her designee when and to whom such days are to be granted.
- I. The Board shall make available all policies which employees should follow, on an annual 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. In the event that board policies and related administrative procedures clearly and expressly conflict with an enforceable provision of the collective bargaining agreement, the bargaining agreement will control the particular matter for the employees who are covered by this said agreement. 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

- A. It is expressly understood that membership in the Association shall not be a condition of employment.
- B. The Board's representative shall notify the president and treasurer of the Association, within twelve (12) calendar days of hire, of new LISD employees eligible for membership in the LIEA. The information shall include but not be limited to the new employee's name and work location.
- C. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for other payroll deductions as authorized by the Board or plans jointly approved by the Association and the Board. Such deductions include:
  1. Insurance
  2. 403(b)/457 allowable Plan Document deductions
  3. All charitable organizations authorized
  4. All employees covered by this agreement will have access to the LISD Section 125 Cafeteria Plan and each shall pay one-half the service fee, per plan, per month.
  5. Association Dues: The Board agrees to assist the Association to collect dues, fees, and other agreed upon financial obligations of it's members under the terms and conditions described below:
    - a. Voluntary Membership and Dues:

Union membership and the payment of dues or fees shall be strictly voluntary. No employee shall be required, as a condition of employment, to become or remain a member of the Union, or to pay union dues, fees, or assessments.
    - b. Authorization Required:

The Employer shall begin deducting union dues and/or fees from an employee's wages only upon receipt of the employee's voluntary, knowing, and written authorization, which may be revoked by the employee in accordance with the signed authorization form(s) and applicable law.

      - Written authorization shall only be accepted by the Employer when the authorization is received by the employer through a process that has been agreed upon in writing by both the Board and the Union's designated administrative offices and their authorized administrative official(s). Email shall be considered an appropriate method of written authorization and agreement between the parties regarding this paragraph and shall be accepted by the Employer and the Union.
      - The content included in the agreed upon process above shall include but not be limited to the following:
        - i. Required forms
        - ii. Terms and conditions for starting, stopping, and changing the amount of the voluntary employee payroll deduction of the dues or fees
        - iii. Acceptance by the employee and Union of all responsibility and liability for missed deductions due to net payroll shortages or no available paycheck.
        - iv. Procedures addressing when written authorization must be received by the Employer in order for the employer to begin or stop deducting a due or fee deduction on the employee's paycheck/distribution.

v. Changes requested in writing by the Employer or Association at any time deemed necessary, shall be implemented after mutual written agreement is reached of the parties administrative offices and their authorized administrative official(s).

c. Non-Discrimination:

Employees who choose not to become members of the Union or who choose not to pay union dues shall not be discriminated against with respect to wages, hours, or other terms and conditions of employment.

d. Indemnification:

The Union shall indemnify and save the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of its participation in enforcement of this Association Dues subsection 5., ARTICLE IV: Professional Dues or Fees and Payroll Deductions.

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

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

E. Employee Work Time Keeping

1. Employer and employees understand and agree that the Employer is responsible for maintaining complete and accurate records of employee work time, including, but not limited to, employee's work start-time and end-time. Employer and employees also understand and agree that Employer methods for timekeeping of all employees covered by this Agreement will be determined by the Employer, and are subject to change from time to time at the discretion of the Employer.

2. For extra duties performed that are not part of the employees annual established salary work schedule, the Employer may require employees to clock in and out of work using an electronic or other mechanical system which will track employee time worked. The system will track employee work time in accordance with applicable law, regulation, and Employer Policy. Regarding timing of pay for extra duties performed, employee will receive pay for time worked two (2) weeks after the last work day of the pay period in which the duties were performed, unless otherwise scheduled at the discretion of the employer.



## ARTICLE V: Compensations

A. 1. The salary schedules 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 salary as reflected on the applicable-Salary Schedule (Schedule A),The total annual salary stated in the applicable Salary Schedule (Schedule A) represents the 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.

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

156 D. The Board recognizes the importance of attendance at state, national and other  
157 professional conferences and visitations appropriate to the discipline. Upon approval of  
158 the Superintendent or designee, the Board will permit its employees to attend such  
159 approved meetings without loss of salary and the employee will be reimbursed for the  
160 actual approved costs associated with their attendance up to the following specific  
161 amounts: Each professional person will be reimbursed at a maximum of \$650 per year.  
162 COT A/PTA members will be reimbursed at a maximum of \$650 per year. Teacher  
163 Assistants will be reimbursed at a maximum of \$650 per year. All conference, training,  
164 and visitation requests must be pre-approved to be eligible for reimbursement.  
165 Members filling part-time positions will be eligible for prorated professional development  
166 monies.

**ARTICLE VI: School Calendar**

- A. Special Education staff other than those hired on a twelve-month basis shall work according to the school calendar, unless using a pre-approved flex calendar. The Administration and the Association will mutually agree to the school and work calendars for all positions no later than June 1<sup>st</sup> for the following school year as evidenced by the authorized signatures of both the Administration and the Association on the package of proposed calendars which support the unique learning needs of a range of students. In the absence of mutual agreement to the package of proposed calendars by June 1<sup>st</sup>, the Administration will establish the student and staff calendars for the following school year.
- B. The school calendar for special education professional staff shall provide for release time for parent conferences and report days when students shall not be in attendance, provided the students are in attendance the number of days and hours prescribed by statute. Assistants shall report for duty on such days to perform work previously planned with the teacher.
- C. 1. The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. If an employee is unable to work during a scheduled workday or scheduled work hours due to his/her religion, the employee will be granted time off with pay to accommodate the employee and the employee shall make up the lost time. The employee and his/her supervisor shall mutually agree, at least ten (10) calendar days prior to the holiday, upon how and when the employee will make up the lost time. It is understood that the employee will work the full number of contracted days unless the employee requests an unpaid leave of absence.
- D. The school calendar shall consist of one hundred eighty-three (183) scheduled days of student instruction, and five (5) teacher workdays. These days shall be consistent with the County Calendar when reasonably possible as determined by the administration. Teacher workdays may be used for professional development activities/in-services, teacher records, and/or other administration pre-approved work-related activities. For developing the school calendars of the Laura Haviland (LHP), Maurice Spear Campus (MSC), and Adult Transition Support Services (ATSS) programs only: The school calendar shall consist of a total of 188 workdays, to include at least the minimum state-required student instruction time and days. These days shall be consistent with the County Calendar when reasonably possible as determined by the administration. Teacher workdays may be used for professional development activities/in-services, teacher records, and/or other administration pre-approved work-related activities.
- E. The supervisors of Level III programs housed in local districts will arrange a meeting by September 30th of each year with LIEA members to review calendar differences between the LISD and the local district.

## ARTICLE VII: Working Hours

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

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

C. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including mediation or arbitration, shall be released from regular duties without loss of salary at the discretion of the Board.

D. IEPT's and subsequent review meetings shall be held during regular school hours whenever possible. Employees who are expected to attend such meetings shall be released from their regular duties.

E. Professional staff and Teacher Assistants will be granted three (3) Work Exchange days per year. These Work Exchange days are earned for the following activities outside the scheduled work hours of each staff person.

- Individual Education Planning Team (IEPT) activities
- Individual Family Service Plan (IFSP) activities
- Parent-teacher conferences
- Professional development
- School-sponsored parent/student activities

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

F. Employees assigned to schools which are not in session on LIEA staff scheduled work days shall be reassigned by the Superintendent or his/her designee.

G. All employees shall be required to attend meetings scheduled by the administration up to a maximum of two (2) hours per month beyond regular working hours Monday through Friday. Every effort will be made to provide one week advance notice of a meeting except in case of an emergency.

H. Staff who are not on a pre-arranged flex schedule and are regularly working greater than 40 hours in a one week period should notify their supervisor and/or Director of Special Education to arrange an alternate work schedule. In no case shall the length of the working day be less than 6 hours and 50 minutes. Teacher Assistants work a fixed schedule as established. Teacher Assistants must receive pre-approval to work more than 40 hours in one regular work week. When working more than 40 hours in one regular work week, Teacher Assistants will record all work hours for the week and submit these hours to their Supervisor at the end of the work week. All hours worked by Teacher Assistants over 40 will be paid overtime at their calculated hourly pay rate times 1.5. Each Teacher Assistant hourly rate is calculated at the employee's regular per diem rate divided by eight.

## I. Flexible Scheduling -- Work Day

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

## J. Flexible Calendar — Work Year

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

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

#### **Schedule K - Parameters and Descriptors for Extended contracts for LISD Professional Staff.**

1. Parameters:
  - A. Staff members may be preapproved for extended contracts in order to complete work within the 188 day staff calendar that occurs outside of regular work hours to support the needs of the LISD. Activities will include work related to your certification/discipline. Extended contract work will be deemed necessary and pre-approved by the Director of Special Education or designee.
  - B. It is expected that all LISD professional staff involved in extended contract work will continue to complete their expected work throughout the traditional school year. Extended Contract work is work completed outside of the regular work day/work hours (for example, weekends, evenings, days off).
2. Descriptors:
  - A. Consideration of applicants for extended contracts: Participation will include a review of each applicant by the LISD administration. Considerations will include: the applicant's work performance in past years, adherence to LISD guidelines and procedures, timelines of work, and status of regular work assignment. *After this review is completed, and if all other factors are equal in the discretion of the LISD administration, an applicant's seniority status will be considered. Seniority will not be the sole factor for determining participation in extended contracts.*
  - B. Granting of extended contracts: Extended contract hours may be pre-approved at any time during the school year if a need exists. Part-time LIEA staff may apply. Non-LIEA staff may be considered per Article X. Per Article X, LIEA bargaining unit members will be provided first option to request participation in extended contract work.

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- C. Payment: Extended contract days would be paid based on the individual LISD staff member's per diem rate. Payments can be incorporated into the regular bi-weekly payroll. Staff will have the option of being paid or taking a pre-approved number of flex days in lieu of payment, or a combination of the two. A log of hours requested to be applied toward flex days will be submitted to the employee's supervisor within the parameters of the payroll schedule provided. A maximum of 3 flex days from September through December, and 3 flex days from January to the end of the calendar year can be submitted for use by the end of the current calendar year (188-day calendar). These days can be taken as half a day or a whole day upon supervisor approval.
- D. Tracking: Each participating staff member will provide a monthly status report to his or her supervisor identifying the extended contract activity, including names and activities being completed, as part of the extended contract work.
- E. 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 incurred as part of this proposal shall be supported and processed per established LISD procedures.
- F. Transporting students: It is assumed that LIEA members will not be transporting students. In unique situations, Staff may be pre-approved through the required process set forth by the administration to the transport a student utilizing an LISD vehicle.



## Article VIII: Caseloads and Assignments

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

- A. The Board recognizes that quality facilities and equipment are essential to the operation of sound education programs and will endeavor to provide same in the better interest of children of Lenawee County.
- B. The maximum number of pupils in a special education classroom shall not exceed the limits established by the State of Michigan for reimbursement for that particular program. At the mutual consent of the Association and the Superintendent or designee, adjustments may be made in the pupil-teacher ratio.
- C. The Board recognizes that adequate working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts of these needs and will cooperate fully with the personnel and the local school board to provide for them.

The Board and Association shall make reasonable effort to assure "Adequate working space" for staff which shall be defined as a well-ventilated, heated, lighted room, quiet and private, with enough chairs, tables, door(s) that can be locked, and space for working with small groups of children and adults. The Superintendent or designee agrees to the following:

  1. The Director of Special Education will confer with the Superintendents at their early fall meeting regarding working space.
  2. The Director of Special Education will confer with the principals at their early fall meeting regarding working space.
  3. The Director of Special Education will, upon request, visit schools with itinerant employees in an effort to secure more adequate working space. The employee may have a representative of the HLCEA at such meeting if the Director of Special Education approves. If the Association disagrees with the decision of the Director of Special Education they may request a meeting with the LISD Superintendent and Director of Special Education to discuss the reason for the disapproval. Such meetings shall be granted.
- D. Under no circumstances is any LIEA member required to drive a bus or transport students in any manner, nor shall they be required to transport students as a part of their regular assignment. The Board's liability insurance will serve as secondary coverage to the LIEA member's primary private liability insurance when transporting students. LIEA members shall have written authorization from his/her immediate supervisor for transporting students. Staff input will be sought when developing administrative procedures for transportation policy.
- E. The Board agrees to provide in each building where Special Education staff are housed:
  1. Phone extension for professional business calls.
  2. Lounge area with a chaise lounge.
  3. Room for private conferences.
- F. Competent and adequate secretarial help will be provided by the Board to all Special Education staff.

- 53
- 54 G. For each classroom for Severe Cognitively Impaired or Severely Multiply Impaired (SXI),
- 55 the Board agrees to engage one (1) full-time teacher's assistant. For each classroom for
- 56 students with cognitive impairments, the Board agrees to engage one (1) full-time
- 57 teacher's assistant. As needs change, the Board will consider, on request of the
- 58 Superintendent or designee, the employment of additional teacher assistants. Due to
- 59 the caseload responsibility of a Physical Therapist Assistant (PTA) or Certified
- 60 Occupational Therapy Assistant (COTA) the weekly schedule of LISD Physical Therapist
- 61 and/or Occupational Therapist, who work with a full time PTA or COTA, will include the
- 62 equivalency of one (1) day per week to work directly with the assigned PTA or COTA.
- 63
- 64 H. The Board agrees to provide and maintain access to adequate professional materials as
- 65 determined by the Administration.
- 66
- 67 I. The Board will endeavor to maintain an adequate list of substitute teachers and teacher
- 68 assistants and shall, when possible, provide a substitute when absences occur. The
- 69 Board, upon written request, shall provide the Association access to the substitute list.
- 70 Written evaluations on substitutes by the teachers and teacher assistants may be
- 71 considered in deciding on future use of those substitutes if written evaluations on the
- 72 specific substitute are reasonably available as determined by the Administration.
- 73 Teacher requests for a specific substitute who has an effective or highly effective rated
- 74 evaluation(s) shall be considered.
- 75
- 76 J. The Board of Education shall provide training to employees assigned to perform tube
- 77 feeding, clean intermittent catheterization, suctioning and other medically related
- 78 procedures. No bargaining unit member will be expected to administer medications
- 79 without written instructions from the physician. The medications will be in the
- 80 prescription container.
- 81
- 82 K. In matters concerning intimate personal hygiene, assigned staff shall be trained in
- 83 appropriate procedures and methods to ensure the privacy of the student. The staff
- 84 shall be provided with current information and training on the best practices from the
- 85 Center for Disease Control, Michigan Department of Public Health, Michigan Department
- 86 of Education and others.
- 87

## 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,*
- 4 *however, does agree that notice of all positions and vacancies that occur in the disciplines*
- 5 *represented in this contract and those that would involve a supervisory position in Special*
- 6 *Education will be given to the Association President, posted on the LISD web site, and*
- 7 *during vacation periods, given to each bargaining unit member who has informed the*
- 8 *Director of Special Education in writing that s/he is or soon will be qualified or certified for*
- 9 *a particular vacancy or vacancies and wish to be notified of such openings. Such vacancy*
- 10 *notices shall be posted and/or mailed at least nine (9) days prior to the filling of the*
- 11 *vacancy. Further, if a vacancy occurs at any time during the calendar year, the Board*
- 12 *shall have the right to temporarily fill the vacancy with a temporary employee or contracted*
- 13 *staff who shall not be deemed to be a member of the bargaining unit. At the end of the*
- 14 *school year, the vacancy shall be publicized in accordance with this section.*
- 15
- 16 B. *The Board declares its support of a policy to promote from within its own staff. First choice*
- 17 *to bid HLCEA-LIEA master contract position vacancies shall be given to HLCEA-LIEA*
- 18 *bargaining unit members. The Board's decision concerning any hiring and promoting shall*
- 19 *be final.*
- 20
- 21 C. A full-time employee may formally request consideration from the Superintendent to
- 22 change his/her employment status to part-time prior to March 31<sup>st</sup> each year. The
- 23 Superintendent or designee will respond to such request by June 30<sup>th</sup>.
- 24
- 25 D. A full-time employee whose job status was changed to part-time shall be considered to be
- 26 a part-time employee for purposes of this paragraph. Part-time employees shall be
- 27 entitled to apply for vacancies *and the Board agrees to consider such applications in*
- 28 *determining who should be awarded such vacancies.* Part-time employees interested in
- 29 full-time work should notify in writing their Special Education supervisor. *Part-time*
- 30 *employees will be granted an interview for full-time vacancies in which they have*
- 31 *expressed an interest.*

## ARTICLE XI: Transfers

- 1
- 2
- 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, \$75 of pay per day will be paid for accumulated sick leave up to a maximum of \$7,500.
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

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

Early resignation notification payment schedule and terms:

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

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

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

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

E. Adverse weather or other conditions, that closes the building(s) in which employees are scheduled for that day or portion of day, is defined as an "Act of God" day. Employees will not be required to report to and work for the first four (4) Act of God days and will be



paid their regular pay for the four (4) days. After the four (4) "Act of God" days, staff will not be required to report and shall receive their regular pay for those days. However, all canceled days after four (4) shall be rescheduled by the Administration and be made up at the end of the school year, unless the Board and Association agree upon different make-up dates. Staff shall report to work on the rescheduled make-up days with no additional compensation.

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

On an "Act of God" day and after the first four (4), professional staff, COTAs, Teacher Assistants and PTAs shall have the option to report to work in another assigned building whose students are in session, or complete their work in an assigned LISD office, and/or classroom, and/or other approved work location, with the prior approval of their supervisor. This, in no way, can create a situation in which staff are not scheduled to work during student days or during days in which any of their buildings are open for student instruction. This shall be done without additional pay. All "Act of God" days after the first four (4) that are not approved by the supervisor to allow the staff to work in an assigned LISD office and/or classroom, shall be made up at the end of the school year unless the Board and Association agree upon different make up dates.

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

# **ARTICLE XIII: Leaves of Absence**

- A. Any employee whose personal illness extends beyond the period compensated under Article XII shall be eligible to apply for Long Term Disability benefits as stated in Article XVI. Persons who subsequently are medically able shall be re-employed by the Board in the first vacancy for which they are certified.
- B. Leaves of absence with pay not chargeable against the employee's sick leave allowance shall be granted for the following reasons:
  1. Court appearance/subpoenas while acting on behalf of the Board of Education.
  2. Superintendent or designee approved visitation at other school agencies or for attending educational conferences.
  3. Subpoenas that are directly related to the employee's job which shall include the grievance process.
  4. Absence when an employee is called for jury duty provided that the employee has notified the Director of Special Education within five (5) days after notification.
- C. Sabbatical Leaves: Upon application, employees who have worked for the Intermediate School District for seven (7) years may be granted a leave of absence for one (1) year to be spent for the advancement of professional skills. During said leave, all eligible insurances shall be paid by the Board for the employee. Upon completion of said leave, the employee shall return to the employ of the former position, or a position of like nature and status and shall be placed at the same position on the salary schedule as s/he would have been had s/he worked in the district during such period.
- D. Leaves of absence without pay may be granted upon application and approval of the Board; that is, study, travel, research, child care, etc. The first five (5) unpaid leave days approved (consecutive or cumulative) will not result in proration of paid leave and insurance cost for the unpaid day(s). Beginning with the sixth (6<sup>th</sup>) unpaid day approved and taken, proration of the leave days (sick, personal) and insurance benefit cost will apply. Sick and personal days after five unpaid days taken will not be prorated until the proration is equal to one-half (½) day increments. Insurance benefit cost will only be prorated with leave of absences that are not covered under the Family and Medical Leave according to Paragraph F of this Article.
- E. Unpaid Leaves:
  1. An employee shall be entitled to utilize an unpaid leave of absence for a disability even though s/he may have received sick leave for the same disability.

Any employee that can anticipate: a) a prolonged disability, or b) a short disability followed by newborn child care, or c) adoption followed by preschool child care, and wishes to take an unpaid leave of absence shall notify in writing Director of Special Education as soon as possible. The notification shall contain the projected days of absence, which shall not be more than one (1) year.

Any employee may opt to use short term disability leave and retain their accumulated sick days, subject to provisions of the short term disability insurance

plan. Short term disability benefits is an option of the employee, and the premium is paid by the employee.

2. The ending date of such requested leaves shall coincide with the ending date of a school semester as much as possible.
3. Employees returning from such leaves shall provide the Board with a physician's statement that they are medically able to return to their duties.
4. An employee may make written application to return prior to the end of such a leave, but the Board shall be under no obligation to return the employee unless a vacancy occurs for which the employee is certified.
5. No experience credit or fringe benefits shall accrue to an employee on unpaid leaves.
6. Upon expiration of the leave, the employee shall be returned to his/her former position or another position for which s/he is certified.
7. At least a month before the expiration of the leave, the member shall write to the District informing whether or not s/he will be returning from the leave.
8. Failure to return from a leave on the date specified in said leave, or failure to notify the District, shall be conclusively deemed a resignation unless mutually agreed by the Board and the employee prior to said date.

F. Family Medical Leave Act:

1. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:
  - a. due to the birth of the employee's child in order to care for the child;
  - b. due to the placement of a child with the employee for adoption or foster care;
  - c. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
  - d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
2. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the 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

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

**ARTICLE XV: Teacher Dismissal and Resignation**

- 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

### PLAN A:

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

|                  | <u><b>2026-2027</b></u> | <u><b>2027-2028</b></u> |
|------------------|-------------------------|-------------------------|
| Individual Plan  | \$8,501                 | \$8,804                 |
| (2) Person Plan  | \$17,119                | \$17,721                |
| Full Family Plan | \$22,575                | \$23,375                |

The Board's contribution will be contributed in a monthly amount determined by dividing the annual cost cap by twelve (12). The 2026-2027 and 2027-2028 cost caps will become effective beginning January 1, 2027, and January 1, 2028, respectively, each for a twelve (12) month period. The work year is consistent with the "medical benefit plan coverage year" which is July 1 to June 30 of each school year.

- B. The Board's contribution shall first be applied to insurance premiums, then to any remaining insurance "costs" in an amount not to exceed the monthly per employee cap listed above. Insurance "costs" shall include any payments already made, or that will be made by the Board during the "medical benefit coverage year" toward Board reimbursement of copays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, insurance related taxes, penalties, or fees and any other costs required to be accounted for under Public Act 152 of 2011, as amended. (Collectively Supplementary Payments). If the total value of the Supplementary Payments already made, and/or that will be made, during the "medical benefit plan coverage year" exceeds the aggregate monthly per employee Board contribution cap, the Board shall reduce the payments made toward the Supplementary Payments only in an amount necessary to avoid exceeding the aggregate monthly per employee Board contribution cap. Any Board payments, including but not limited to Supplemental Payments shall comply with all applicable state and federal laws or become void.
- C. Any health Plan is defined as consisting of all benefit items in the Plan which includes but is not limited to the following benefit items; health, dental, vision, long-term disability, life. The health Plan insurance premium cost cap will be used only to determine the full-time (1.0 FTE) LIEA Members contribution toward any health insurance Plan premium cost that exceeds the Board's contribution cap to the health insurance Plan. Part-time employees will only receive a prorated amount of the cost cap with all other Plan cost above the prorated cost cap to be paid by the employee. For example, if a 1.0 FTE employee enrolled in a full family Plan is to work 188 days with the Board paying up to a \$15,000 cap annually toward all premiums in the Plan, and a different employee in the same group is enrolled in a full family Plan and working only 50% of 188 days (94 days), then the Board will pay up to 50% of the cap (not to exceed \$7,500) for all premiums in the Plan. The July health insurance Plan invoice(s) will be used to calculate the health insurance Plan cost for each LIEA Member. Any increase in the health insurance Plan premium or change in the health insurance Plan after July 1, will automatically require the health insurance premium cost per LIEA Member to be recalculated and will change the LIEA Member required health insurance Plan premium contribution as of the date of the change. Any required LIEA Member health insurance Plan premium contribution will

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

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

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

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

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



Health Insurance Reopener:

The Board and the Association acknowledge that, at the time this Agreement was reached, House Bill 6058 or substantially similar legislation may be enacted to amend Michigan's Publicly Funded Health Insurance Contribution Act, 2011 PA 152, including possible amendments requiring public employers to contribute not less than eighty percent (80%) of the total annual costs of medical benefit plans offered or contributed to by the public employer.

The parties further acknowledge that this Agreement was negotiated and ratified under the law in effect at the time of ratification. Accordingly, the parties agree that this Agreement shall remain in full force and effect according to its terms unless the limited reopener described in this section is triggered.

During the term of this Agreement should the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) be amended in a manner that changes the Board's statutory obligation with respect to employee health insurance premium contributions, this Agreement shall be reopened only if the Association can demonstrate that the Board's then-current contribution toward employee health benefit premiums does not exceed by at least \$200.00, the minimum contribution required by the applicable statute or amendment.

If such a showing is made, the reopener shall be limited exclusively to negotiating changes to the Board's health insurance premium contribution that are necessary to bring the Board into compliance with the applicable statutory requirements. The reopener shall not apply if the Board's current contribution exceeds the statutory minimum by at least \$200, and shall not reopen health plan design, benefit levels, deductibles, co-pays, wages, or any other provision of this Agreement, except to the limited extent necessary to comply with the applicable statute.

## ARTICLE XVII: Employee Evaluation

- A. *The LISD and LIEA recognize the importance and value of a procedure for assisting and evaluating both newly employed and experienced personnel. One purpose of evaluation is to monitor the progress of certified staff seeking tenure status. Another purpose of evaluation is the development, maintenance, and retention of a highly qualified and competent professional staff. The goal of a comprehensive staff evaluation includes accountability for the services delivered and enhanced support for staff development and school improvement. The evaluation process will be based on systematic communication between the evaluator and evaluatee throughout the evaluation cycle to document performance. Furthermore, the evaluation system will be rigorous, transparent, and fair including the use of multiple rating categories that take into account data on student (achievement) growth as a significant factor as required by Section 1249 of the Revised school code. Student growth shall be measured by National, State, or Local assessments and other objective criteria. Other measurement criteria may include but not be limited to; observations, review of job descriptions and goals, use of surveys, document review, and portfolios. Job performance and job accomplishments will be a significant factor in determining compensation and additional compensation as required by Section 1250 of the Revised school code. Therefore, the following has been agreed upon in an effort to accomplish these goals.*
- B. At the request of either the Association or Board by September 1 of each year, a committee will be established consisting of administrators and a staff person from each discipline to review evaluation procedures and make recommendations.
- C. The evaluation procedures to be used will be developed no later than October 1 each year by the Superintendent and/or designee(s) in consultation with the staff to be evaluated. In the event the LISD and LIEA do not meet the deadline of October 1, the previous year's procedures shall be used.
- D. *All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eaves-dropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited unless previously agreed to by the person being evaluated., but does not preclude the use of the same for evidentiary purposes when investigating allegations of misconduct.*
- E. *A copy of each written evaluation of said monitoring and observation shall be returned to the employee within a thirty (30) day period.*
- F. The current performance evaluation instruments have been determined by the Board. Changes to the evaluation instrument shall be determined by the Board in collaboration with the LIEA prior to August 1, of an upcoming school year. Should a question regarding an employee's performance arise, the employee's supervisor shall arrange a conference in a timely manner with said employee for the discussion and evaluation of his/her performance. This shall provide the opportunity for the employee to improve his/her performance. The performance evaluation process and final performance evaluation report shall not be grievable. *An individualized development plan or a formal plan of assistance will be used with an employee prior to termination of employment based on unsatisfactory performance.*

- 203 G. Each employee, upon request, shall have the right to review the contents of his/her  
 204 personnel file maintained by the LISD. The review will be made in the presence of the  
 205 administrator responsible for the safekeeping of the file. Privileged information such as  
 206 confidential credentials and letters of reference from universities, individuals, or previous  
 207 employers are specifically exempt from such review. The administrator shall remove  
 208 such credentials and confidential reports from the file prior to review by the employee. A  
 209 representative of the Association may be requested to attend such a review.  
 210  
 211  
 212 H. *Bargaining unit members' evaluations of other bargaining unit members are primarily for*  
 213 *the purpose of assisting the evaluatee. A bargaining unit member, including a*  
 214 *professional staff member who assists in the evaluation of Teacher Assistants, Certified*  
 215 *Occupational Therapy Assistants, and Physical Therapist Assistants, who has a concern*  
 216 *about an evaluatee, as evidenced in his/her evaluation, shall inform the Administration*  
 217 *promptly of his/her concern regarding the evaluatee. The Administration will then address*  
 218 *these concerns directly with the evaluatee.*  
 219  
 220 I. The annual teacher performance evaluation tool, process, and other  
 221 related criteria for 2026-2027 and 2027-2028 school/work years shall continue as  
 222 mutually agreed to for the 2025-2026 school/work year. The annual performance  
 223 evaluation rating shall be determined for each teacher according to Appendix IV,  
 224 Exhibit A unless mutually agreed upon changes under Article XVII.  
 225

## ARTICLE XVIII: Protection of Employees

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

## ARTICLE XIX: Negotiation Procedures

- 1
- 2
- 3 A. At least ninety (90) days prior to the expiration of this Agreement, the parties may
- 4 likewise begin negotiations for a new agreement covering wages, hours, terms and
- 5 conditions of employment of personnel employed by the Board.
- 6
- 7 B. In any negotiations described in this Article, neither party shall have any control over the
- 8 selection of the negotiating or bargaining representatives of the other party and each
- 9 party may select its representatives from within or outside the school district. It is
- 10 recognized that no final agreement between the parties may be executed without
- 11 ratification by a majority of the Board of Education and the membership of the
- 12 Association, but the parties mutually pledge that representatives selected by each shall
- 13 be clothed with all necessary power and authority to make concessions in the court of
- 14 negotiations or bargaining, subject only to such ultimate ratification.
- 15
- 16 C. All items within this contract shall remain unchanged during the term of this Agreement and
- 17 neither party may require the other to enter into negotiations for the purpose of altering
- 18 or amending same, but can be reopened if mutually agreed upon by both parties. New
- 19 "Letters of Agreement" after July 1, 2012, are to be in effect for a specific period of time
- 20 according to the terms and conditions outlined in each separate "Letter of Agreement".
- 21 When each successor Contract is negotiated, the parties shall agree upon whether
- 22 previously agreed upon "Letters of Agreement" are still in effect.
- 23

## ARTICLE XX: Grievance Procedures

A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The content of the employee evaluation shall not be grievable. Both parties agree that grievance proceedings shall be kept confidential as may be appropriate at any level of such procedure and to secure at the lowest level possible equitable solutions to problems of the parties.

B. The term "days" as used herein shall mean days when school is in session. During the summer when school is not in session, the days shall mean days when the Board offices are open for business.

C. Written grievances (see Appendix II) as required herein shall contain the following:

1. It shall be signed by the grievant, grievants or a representative of the Association.
2. It shall be specific.
3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsection of this Agreement alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief sought.
7. After each of the first four levels, the grievant must state the reason(s) why the disposition by the administrator (or Board) was unsatisfactory.

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

D. **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.

E. **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.

- F. **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.
- G. **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 within 30 days.
- H. **Level Five:** If the decision at Level Four is not satisfactory, the aggrieved person and/or Association representative may then file the grievance within thirty (30) calendar days with the State Labor Mediation Board according to law. Failure to appeal a decision within the specified time limits shall be deemed an acceptance at that level.
- I. **Level Six:** If no satisfactory solution is arrived at as a result of mediation, the Association must, within thirty (30) days, give written notice to the Board as to its intent to submit the grievance to arbitration before an impartial arbitrator selected by both parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association in accordance with its rule, which shall likewise govern the arbitration hearing. The arbitration procedure is limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction except no arbitrator shall have any power to rule upon any matter involving a prohibited subject of bargaining under the Public Employment Relations Act.
- The fees and expenses of the arbitration shall be shared equally by the parties.
- J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- K. Forms for filing and processing grievances shall be designated cooperatively by the Association and its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure (see Appendix II).
- L. The employee retains the right to withdraw grievances at any level without prejudice or record.
- M. If the employee having filed a grievance terminates employment, said grievance shall be withdrawn.
- N. No reprisals of any kind shall be taken by or against any party of interest or any 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

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

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

8. A part-time employee in the bargaining unit shall accrue seniority in proportion to a normal school year (i.e., 50/187 days of a year's seniority in the 2000-2001 school year and 50/188 days beginning the 2001-2002).
9. The Board, by October 1, 1983, shall provide all employees with a correct seniority list and explanation of how seniority is determined. Employees shall have fifteen (15) days after receipt of the list to notify the Board and the Association of any disagreement with the list. Within fifteen (15) additional days, the Board and the Association shall meet to agree to confirm or correct the seniority list. Any dispute between the parties shall be subject to the grievance procedure. If agreement is reached, the list shall be signed by both parties and the information on that list shall not be challenged by the Association or its members.

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

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

1. *Layoff will be based on strict seniority, least senior first.*
2. *For professional staff, it shall be permissible to layoff an employee with more seniority than another employee not laid off if the employee with the more seniority is not certified and qualified for the position held by the less senior employee.*
3. *For professional staff, a more senior employee may bump a less senior employee at the time of layoff, as long as the more senior employee is certified and qualified for that position. If the more senior employee is not certified and qualified and is laid off, but becomes certified and qualified, the employee shall be eligible on the basis of seniority for any vacancy which might arise while on layoff for which the person is certified and qualified. The latest official proof of certification, which may be a letter from an accredited college or university reflecting a program acceptable by the Michigan Department of Education, on file in the Staff Resources Office at the time of layoff or recall, shall be used to determine certification. Notice of intent to expand certification shall be on file in the Staff Resources Office by April 1<sup>st</sup>.*
4. *To be qualified, a professional employee must meet any one of the following criteria:*
  - a. *Have significant work experience in the area in the last five (5) years; or*
  - b. *Have 6 semester hours in the area in the past five (5) years. With written approval of the Superintendent or his designee, these hours may be for audit if it is not possible to take them for credit. These semester hours must be in the endorsement sequence for the particular certification. Any courses not in the endorsement sequence must have written approval from the Superintendent or his/her designee to meet this requirement. An employee must notify the Superintendent or his/her designee in writing if*

s/he is taking courses in the summer for this purpose by April 15 of the current year.

c. Have taught two (2) years in the certificated area in the last 12 years and have taken two semester hours as defined in b. above.

d. Be "Highly Qualified" as defined by the Michigan Department of Education, if required, for the position.

F. No employee shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless s/he has been notified in writing at least forty-five (45) calendar days prior to the start of the school year.

G. When a service is restored, or a vacancy exists, laid off employees shall be recalled in reverse order of their layoff, provided they are certified and qualified for the position. Recalled employees shall be notified by certified mail, return receipt requested, at their last known address on file in the Personnel Office. Said employees shall respond within ten (10) days of receipt or attempted delivery of said notice, indicating whether or not the employee will be returning to work.

1. If the employee fails to respond to the recall, the employee shall be considered to have voluntarily quit.

2. Upon return from layoff, sick leave accumulation and seniority shall be as of employee's last day of employment prior to layoff.

3. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, an employee shall have lost a right to recall.

H. All individual employment contracts executed between staff members and LISD are subject to terms and conditions of this Article and Board Policies. All provisions of a staff member's individual contract of employment shall terminate upon layoff and the staff member shall not be entitled to salary payment.

I. In the event that this district shall be combined with one or more districts, the Board will use its best effort to assure for the continued employment of bargaining unit members in the new district.

## ARTICLE XXII: Mentors

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. Mentoring will also be provided for additional disciplines as required for licensing/completion of programs, based on what the college/university and/or what licensing/certification requires.

B. The supervisor or his/her designee, will determine who will serve as a Mentor and will assign each new teacher a Mentor. Also, supervisors will assign a mentor for other disciplines when and where required.

Mentors will meet with the assigned new teacher at least two times each week when school is in session. Non-teacher mentors will meet based on requirements of the college/university and/or what licensing/certification requires.

C. A log, provided by the District, containing the time and topics of the meetings will be kept by the Mentee 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. Also, this is true of the non-teacher mentor/mentee relationship.

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  |

F. Mentors may also be legally required within non-teacher professional disciplines of staff covered by this Agreement. When legally required mentor services are needed for a non-teacher LIEA staff, another qualified LIEA staff may be approved by the LISD to provide the mentor services. Provided the approved LIEA staff qualified to provide the mentor services is willing to accept the mentor assignment, the required mentor work time will be paid consistent with Article VII: Working Hours, as extended contract work time/hours. It is understood that the work time to perform the mentor assignment will only be paid as an extra duty contract extension to the employee's regular contract assignment when the time

53 to provide mentor services results in similar work time to be performed outside  
54 the mentor's regular work schedule. The mentor service extended contract time  
55 and pay shall not exceed three work days per-diem without written approval of the  
56 Superintendent. Paragraphs B, C, D, and E above shall also apply to non-teacher  
57 mentors as needed or required.  
58

- 59 G. Nothing in this Article shall be construed to prohibit, limit, or discourage a  
60 master/mentor from reporting unprofessional conduct, misconduct, or other behavior of a  
61 mentee. This includes, but is not limited to, conduct that the master/mentor reasonably  
62 believes violates District policy, professional standards, contractual obligations, or  
63 applicable local, state, or federal law. The mentoring relationship shall not supersede or  
64 diminish any reporting, disclosure, or compliance obligations imposed by law or District  
65 policy.  
66

### **ARTICLE XXIII: Decision - Making Process**

- 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**

- A. 1. At least two representatives of the Board and the Association may meet once every other month during the school year on a day and a time and place found to be mutually agreeable to both parties by September 15 of that school year to discuss issues; share information and listen to concerns in an attempt to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party will submit to the other, prior to the meeting, an agenda covering what they wish to discuss. If there is no agenda, such meetings may still be held.
3. Should such meetings result in a mutually acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the Board and 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 made available by the Board to all individuals now
- 12 employed or hereafter employed by the Board. Electronic availability on the LISD public
- 13 website is considered satisfactory compliance for this paragraph.
- 14
- 15 D. Part-time employees will continue employment only at the discretion of the Board, to be
- 16 reviewed annually.
- 17
- 18 E. At the time of issuance of individual contracts, each part-time employee shall be given
- 19 written notice by the Board as to the portion of time s/he shall work that contractual year.
- 20
- 21 F. Areas of Persistent Staffing Vacancies
- 22
- 23 From the LISD Vision: "Research and best practice in teaching/learning/assessment are
- 24 eagerly reflected in the daily performance of each staff."
- 25
- 26 The LISD is committed to encourage and supporting a cadre of LISD professional
- 27 teaching and itinerant staff in Lenawee County.
- 28
- 29 LISD administration will determine any persistent staffing vacancy(ies) (based on
- 30 vacancies that are unfilled for at least 60 calendar days). The LISD Director of Special
- 31 Education shall then inform the LISD superintendent of this (these) persistent staffing
- 32 vacancy(ies) and that the following steps are recommended to the LISD Board of
- 33 Education.
- 34
- 35 The LISD agrees to provide the following support for up to five (5) individuals in each
- 36 area of persistent staffing vacancy as approved by the LISD, who are accepted into an
- 37 LISD approved university program that leads to a State of Michigan certification/
- 38 approval in the area(s) of the identified persistent staffing vacancy(ies).
- 39
- 40 LISD and Association agree that LISD can provide members of the bargaining unit
- 41 represented by the Association, who are selected by LISD, with tuition reimbursement
- 42 for courses taken in order to obtain State of Michigan certification/approval in the area(s)
- 43 of persistent staffing vacancy(ies). Reimbursement under this agreement shall also be
- 44 applicable to newly hired staff who, within the last five (5) years, have received State of
- 45 Michigan certification/approval in the area of identified persistent staffing vacancy.
- 46
- 47 In addition, Association approves the attached agreement to be entered into by LISD
- 48 and each bargaining unit member selected by LISD.
- 49
- 50 G. An emergency manager appointment under the Local Financial Stability and Choice Act,
- 51 Act 436 of 2012, MCL section 141.1541 to 141.1575, shall be able to reject, modify or
- 52 terminate this Agreement as provided in the Act. This clause is included in this



agreement because it is understood to be legally required by state law and not necessarily because the Board and Association agree as to how it may be applied or enforced in the future.

## EDUCATIONAL ASSISTANCE AGREEMENT

### Areas of Persistent Staffing Vacancies

This agreement is entered into on the date(s) set forth below by and between the Lenawee Intermediate School District (LISD) and \_\_\_\_\_ ("employee"). Prior to this Agreement being approved by the LISD, the employee (applicant) shall complete all procedures for educational assistance pre-approval as requested by the LISD. Before the LISD educational assistance payment is made, the employee shall request the educational assistance payment through the process prescribed by the LISD.

LISD and Employee agree as follows:

1. **TUITION REIMBURSEMENT:** LISD agrees to reimburse employee for seventy-five percent (75%) of the tuition cost incurred by employee, subsequent to the effective date of August 1, 2006, for successfully completed LISD pre-approved college or university courses taken by employee as part of a program designed to lead to a State of Michigan certification/approval in the area of persistent staffing vacancy as determined by the LISD. LISD's obligation shall be limited to 30 credit hours and \$7,000. Authorization for reimbursement shall be made only from an official transcript and official receipt of payment for the courses from the college/university. Reimbursement under this agreement is also applicable to newly hired staff who, within the last five (5) years, have received State of Michigan certification/approval in the area of persistent staffing vacancy. This shall be limited to \$7,000.
2. **CONDITIONS FOR REIMBURSEMENT FOR CURRENT EMPLOYEE:** For those employee that have been approved for tuition reimbursement, all of the following conditions must be satisfied:
  - a.) Once accepted as being eligible for tuition reimbursement, file with the LISD the plan that will lead to a State of Michigan certification/approval in the area of persistent staffing vacancy.
  - b.) Upon request for tuition reimbursement, employee shall provide LISD with the college or university transcripts and official receipt of payment needed to establish that the graduate course(s) were paid for by the employee and were successfully completed. Payment shall be made to employee, on an annual basis, after the above conditions have been satisfactorily met.
  - c.) All courses, course activities and assignments must be fulfilled and completed so that employee obtains a State of Michigan certification/approval in the area of persistent staffing vacancy as determined by the District within four years of the initiation of this agreement.

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

3. **PAYMENT TO A NEWLY HIRED EMPLOYEE:** If a newly hired employee is granted tuition reimbursement as a result of this agreement, they shall be paid \$1000 the last pay in June following their first, second, third, and fourth years of employment with the LISD. If the employee leaves the District before completing their fourth year, they shall not be required to repay the District for payments already received. Also, if the employee leaves the District before completing the fourth year of employment with the LISD, they shall not be due any additional money under this agreement. Partial years of service shall not be prorated.

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

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

| <b><u>YEARS OF EMPLOYMENT AFTER<br/>RECEIPT OF CERTIFICATION/<br/>APPROVAL</u></b> | <b><u>PERCENTAGE OF LISD<br/>REIMBURSEMENT<br/>PAYMENT TO BE:</u></b> |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 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) 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: \_\_\_\_\_

1 **DEFINITIONS**

- 2
- 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

15

16 Signed by:

17 James L. Hartley / 8/10/2026 | 12:35 PM EDT

18 3329097A03AC4E2... President Date

19

20 DocuSigned by:

21 Dale S. Wigen / 8/10/2026 | 10:11 AM PDT

22 3C50A98BDFD3458... Secretary Date

23

24 LENAWEE COUNTY EDUCATION ASSOCIATION

25 LENAWEE INTERMEDIATE EDUCATION ASSOCIATION

26

27

28 DocuSigned by:

29 Elaine Stoerger / 8/10/2026 | 1:01 PM PDT

30 042DA732C534411... President Date

31

32 Signed by:

33 Billy Gordon / 8/11/2026 | 10:05 AM EDT

34 25557D2004C3447... Secretary Date

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# LIEA

## SCHEDULE A

### SECTION I

- A. See attached Professional Salary Schedule 2026-2027 and 2027-2028.
- B.
  1. See attached Teacher Assistant Salary Schedule, Teacher Assistant Salary Schedule, 2026-2027 and 2027-2028.
  2. It is hereby agreed that Teacher Assistants who meet Teacher certification requirements will be paid one half (1/2) the current Substitute Teacher's rate of pay per day (one fourth (1/4) the current Substitute Teacher's rate of pay per one-half (1/2) day) above his/her regular wage when subbing for a LIEA teacher.
  3. All Teacher Assistants whose effective date of hire is after July 1, 2000 will be expected to complete ten (10) hours of inservice training specific to the program/service needs of his/her assignment by the end of his/her first full school year of employment. These ten (10) hours require prior administrative approval and may include LISD Professional Development offerings.
  4. Board will pay retirement as required by law.
- C. For each day worked beyond the ISD calendar, the employee shall be reimbursed at the following rate: his/her salary for the year divided by the number of days in the ISD calendar for the year. Number of extra days to be worked shall be determined by the mutual consent of the employee and the Board.
- D. It is not the intent of the Board of Education to do substantial subcontracting for work performed by employees in the regular course of their employment. However, the Board retains the right to subcontract work when it is determined it is in the best interest of the District. *The Board agrees it will not subcontract if such subcontracting would cause the lay-off or partial reduction of staff.*

## SECTION II

- A. Effective with ratification of this Agreement, new employees who commence work for or after the 2012-2013 work year shall be placed on the Salary Schedule where deemed appropriate by the Board and paid their salary according to that placement. New employees may be granted credit by the Board on the salary schedule for work experience outside the LIEA experience. Work experience, for which credit may be allowed, include military service, teaching and other work in the field of education and/or other experience which is related to the position held or being offered to the employee.
1. Columns on the Salary Schedule represent the number of education credit hours achieved from an accredited college or university.
  2. Levels on the Salary Schedule represent the placement of each employee's salary. Placement takes into consideration a multitude of qualification factors which include but is not limited to work experience within the LISD, outside the LISD, certifications, specialized training, comparisons of salary factors within and outside the LISD.
- B. The ~~Base~~ Salary Schedules represented below reflects what will be hereinafter referred to as the salary paid to all employees paid on that Schedule.

The following apply to the Salary Schedules:

1. For the 2026-2027 school/work year only, each returning full-time employee from the 2025-2026 school/work year, shall have their initial salary determined by being placed on the 2026-2027 Salary Schedule as mutually agreed upon according to a separate Letter of Agreement (LOA) between the parties. The LOA may also include placement of specific employees on the 2027-2028 Salary Schedule that would deviate from salary placement in paragraph 2. Immediately below.
2. Each full-time employee from the 2026-2027 school/work year who returns to 2027-2028 school/work year and remains full-time in the same or similar position, shall advance one Level higher on the Salary Schedule applicable for the 2027-2028 school/work year, unless otherwise specified in the LOA referenced in paragraph 1. Immediately above.
3. When an employee provides qualifying documentation to evidence achievement of the educational requirements to advance to a new Column on the Salary Schedule on or before August 15 prior to the beginning of the immediate upcoming new school year, the employee will not only advance one Level higher on the Salary Schedule, they will also receive their salary as reflected on the new school/work year Salary Schedule Column reflecting their educational achievement. All educational achievements qualifying for a Column advancement after August 15, shall be recognized with the appropriate salary change if the employee returns the school/work year after the immediate upcoming new school/work year.
4. When an employee works less than full-time, their salary shall be prorated according to the number of work days they work in relation to the full-time work days as reflected on the school/work year calendar.
5. Eligibility: Salary increases shall only be granted to the employee upon returning to the beginning of a new school/work year after receiving an Effective or better annual performance evaluation rating for the previous school/work year. When an employee receives an annual performance evaluation rating of less than Effective (such as Needs Improvement or Developing), their current school/work year salary shall remain the same when returning to the same or similar position the following school/work year.

LENAWEE INTERMEDIATE SCHOOL DISTRICT  
LCEA – LIEA  
2026-2027 PROFESSIONAL SALARY SCHEDULE

|       |        |        |        | COLUMN |         |         |         |  |  |
|-------|--------|--------|--------|--------|---------|---------|---------|--|--|
|       | BA/BS  | BA/BS  | BA/BS  | BA/BS  | BA/BS   | BA/BS   | BA/BS   |  |  |
| LEVEL |        | +15    | +30    | +45    | +60     | +90     | >100    |  |  |
| 1     | 55,513 | 56,238 | 57,688 | 59,863 | 62,038  | 64,213  | 66,388  |  |  |
| 2     | 57,688 | 58,413 | 59,863 | 62,038 | 64,213  | 66,388  | 68,563  |  |  |
| 3     | 59,863 | 60,588 | 62,038 | 64,213 | 66,388  | 68,563  | 70,738  |  |  |
| 4     | 62,038 | 62,763 | 64,213 | 66,388 | 68,563  | 70,738  | 72,913  |  |  |
| 5     | 64,213 | 64,938 | 66,388 | 68,563 | 70,738  | 72,913  | 75,088  |  |  |
| 6     | 66,388 | 67,113 | 68,563 | 70,738 | 72,913  | 75,088  | 77,263  |  |  |
| 7     | 68,563 | 69,288 | 70,738 | 72,913 | 75,088  | 77,263  | 79,438  |  |  |
| 8     | 70,738 | 71,463 | 72,913 | 75,088 | 77,263  | 79,438  | 81,613  |  |  |
| 9     | 72,913 | 73,638 | 75,088 | 77,263 | 79,438  | 81,613  | 83,788  |  |  |
| 10    | 75,088 | 75,813 | 77,263 | 79,438 | 81,613  | 83,788  | 85,963  |  |  |
| 11    | 77,263 | 77,988 | 79,438 | 81,613 | 83,788  | 85,963  | 88,138  |  |  |
| 12    | 79,438 | 80,163 | 81,613 | 83,788 | 85,963  | 88,138  | 90,313  |  |  |
| 13    | 81,613 | 82,338 | 83,788 | 85,963 | 88,138  | 90,313  | 92,488  |  |  |
| 14    | 83,788 | 84,513 | 85,963 | 88,138 | 90,313  | 92,488  | 94,663  |  |  |
| 15    | 85,963 | 86,688 | 88,138 | 90,313 | 92,488  | 94,663  | 96,838  |  |  |
| 16    | 88,138 | 88,863 | 90,313 | 92,488 | 94,663  | 96,838  | 99,013  |  |  |
| 17    | 90,313 | 91,038 | 92,488 | 94,663 | 96,838  | 99,013  | 101,188 |  |  |
| 18    | 92,488 | 93,213 | 94,663 | 96,838 | 99,013  | 101,188 | 103,363 |  |  |
| 19    | 94,663 | 95,388 | 96,838 | 99,013 | 101,188 | 103,363 | 105,538 |  |  |

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LENAWEE INTERMEDIATE SCHOOL DISTRICT  
LCEA – LIEA  
2027-2028 PROFESSIONAL SALARY SCHEDULE

|       |        |        |        | COLUMN  |         |         |         |  |
|-------|--------|--------|--------|---------|---------|---------|---------|--|
| LEVEL | BA/BS  | BA/BS  | BA/BS  | BA/BS   | BA/BS   | BA/BS   | BA/BS   |  |
|       |        | +15    | +30    | +45     | +60     | +90     | >100    |  |
| 1     | 56,346 | 57,082 | 58,553 | 60,761  | 62,969  | 65,176  | 67,384  |  |
| 2     | 58,553 | 59,289 | 60,761 | 62,969  | 65,176  | 67,384  | 69,591  |  |
| 3     | 60,761 | 61,497 | 62,969 | 65,176  | 67,384  | 69,591  | 71,799  |  |
| 4     | 62,969 | 63,704 | 65,176 | 67,384  | 69,591  | 71,799  | 74,007  |  |
| 5     | 65,176 | 65,912 | 67,384 | 69,591  | 71,799  | 74,007  | 76,214  |  |
| 6     | 67,384 | 68,120 | 69,591 | 71,799  | 74,007  | 76,214  | 78,422  |  |
| 7     | 69,591 | 70,327 | 71,799 | 74,007  | 76,214  | 78,422  | 80,630  |  |
| 8     | 71,799 | 72,535 | 74,007 | 76,214  | 78,422  | 80,630  | 82,837  |  |
| 9     | 74,007 | 74,743 | 76,214 | 78,422  | 80,630  | 82,837  | 85,045  |  |
| 10    | 76,214 | 76,950 | 78,422 | 80,630  | 82,837  | 85,045  | 87,252  |  |
| 11    | 78,422 | 79,158 | 80,630 | 82,837  | 85,045  | 87,252  | 89,460  |  |
| 12    | 80,630 | 81,365 | 82,837 | 85,045  | 87,252  | 89,460  | 91,668  |  |
| 13    | 82,837 | 83,573 | 85,045 | 87,252  | 89,460  | 91,668  | 93,875  |  |
| 14    | 85,045 | 85,781 | 87,252 | 89,460  | 91,668  | 93,875  | 96,083  |  |
| 15    | 87,252 | 87,988 | 89,460 | 91,668  | 93,875  | 96,083  | 98,291  |  |
| 16    | 89,460 | 90,196 | 91,668 | 93,875  | 96,083  | 98,291  | 100,498 |  |
| 17    | 91,668 | 92,404 | 93,875 | 96,083  | 98,291  | 100,498 | 102,706 |  |
| 18    | 93,843 | 94,611 | 96,083 | 98,291  | 100,498 | 102,706 | 104,913 |  |
| 19    | 96,018 | 96,819 | 98,291 | 100,498 | 102,706 | 104,913 | 107,121 |  |

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LENAWEE INTERMEDIATE SCHOOL DISTRICT  
LIEA TEACHER ASSISTANT  
2026-2027  
SALARY SCHEDULE

|       | FOR ALL POSITIONS NOT REQUIRING<br>AN ASSOCIATES OR HIGHER DEGREE |           |           |           |           |  | FOR ALL POSITIONS REQUIRING<br>AN ASSOCIATES OR HIGHER DEGREE |        |        |
|-------|-------------------------------------------------------------------|-----------|-----------|-----------|-----------|--|---------------------------------------------------------------|--------|--------|
|       | COLUMN                                                            |           |           |           |           |  | COLUMN                                                        |        |        |
|       | TA                                                                | TA<br>+15 | TA<br>+30 | TA<br>+45 | TA<br>+60 |  | ASSOCIATES<br>DEGREE                                          | +30    | +60    |
| LEVEL |                                                                   |           |           |           |           |  |                                                               |        |        |
| 1     | 24,400                                                            | 25,675    | 26,950    | 28,225    | 29,500    |  | 29,700                                                        | 31,275 | 32,650 |
| 2     | 25,675                                                            | 26,950    | 28,225    | 29,500    | 30,775    |  | 30,975                                                        | 32,550 | 33,925 |
| 3     | 26,950                                                            | 28,225    | 29,500    | 30,775    | 32,050    |  | 32,250                                                        | 33,825 | 35,200 |
| 4     | 28,225                                                            | 29,500    | 30,775    | 32,050    | 33,325    |  | 33,525                                                        | 35,100 | 36,475 |
| 5     | 29,500                                                            | 30,775    | 32,050    | 33,325    | 34,600    |  | 34,800                                                        | 36,375 | 37,750 |
| 6     | 30,775                                                            | 32,050    | 33,325    | 34,600    | 35,875    |  | 36,075                                                        | 37,650 | 39,025 |
| 7     | 32,050                                                            | 33,325    | 34,600    | 35,875    | 37,150    |  | 37,350                                                        | 38,925 | 40,300 |
| 8     | 33,325                                                            | 34,600    | 35,875    | 37,150    | 38,425    |  | 38,625                                                        | 40,200 | 41,575 |
| 9     | 34,600                                                            | 35,875    | 37,150    | 38,425    | 39,700    |  | 39,900                                                        | 41,475 | 42,850 |
| 10    | 35,875                                                            | 37,150    | 38,425    | 39,700    | 40,975    |  | 41,175                                                        | 42,750 | 44,125 |
| 11    | 37,150                                                            | 38,425    | 39,700    | 40,975    | 42,250    |  | 42,450                                                        | 44,025 | 45,400 |
| 12    | 38,425                                                            | 39,700    | 40,975    | 42,250    | 43,525    |  | 43,725                                                        | 45,300 | 46,675 |
| 13    | 39,700                                                            | 40,975    | 42,250    | 43,525    | 44,800    |  | 45,000                                                        | 46,575 | 47,950 |
| 14    | 40,975                                                            | 42,250    | 43,525    | 44,800    | 46,075    |  | 46,275                                                        | 47,850 | 49,225 |
| 15    | 42,250                                                            | 43,525    | 44,800    | 46,075    | 47,350    |  | 47,550                                                        | 49,125 | 50,500 |
| 16    | 43,525                                                            | 44,800    | 46,075    | 47,350    | 48,625    |  | 48,825                                                        | 50,400 | 51,775 |
| 17    | 44,800                                                            | 46,075    | 47,350    | 48,625    | 49,900    |  | 50,100                                                        | 51,675 | 53,050 |
| 18    | 46,075                                                            | 47,350    | 48,625    | 49,900    | 51,175    |  | 51,375                                                        | 52,950 | 54,325 |
| 19    | 47,350                                                            | 48,625    | 49,900    | 51,175    | 52,450    |  | 52,650                                                        | 54,225 | 55,600 |
| 20    | 48,625                                                            | 49,900    | 51,175    | 52,450    | 53,725    |  | 53,925                                                        | 55,500 | 56,875 |

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LIEA TEACHER ASSISTANT  
2027-2028  
SALARY SCHEDULE

| SALARY SCHEDULE |                                                                   |           |           |           |           |  |                                                               |        |        |
|-----------------|-------------------------------------------------------------------|-----------|-----------|-----------|-----------|--|---------------------------------------------------------------|--------|--------|
|                 | FOR ALL POSITIONS NOT REQUIRING<br>AN ASSOCIATES OR HIGHER DEGREE |           |           |           |           |  | FOR ALL POSITIONS REQUIRING<br>AN ASSOCIATES OR HIGHER DEGREE |        |        |
|                 |                                                                   |           | COLUMN    |           |           |  |                                                               | COLUMN |        |
|                 | TA                                                                | TA<br>+15 | TA<br>+30 | TA<br>+45 | TA<br>+60 |  | ASSOCIATES<br>DEGREE                                          | +30    | +60    |
| LEVEL           |                                                                   |           |           |           |           |  |                                                               |        |        |
| 1               | 24,766                                                            | 26,060    | 27,354    | 28,648    | 29,943    |  | 30,146                                                        | 31,744 | 33,140 |
| 2               | 26,060                                                            | 27,354    | 28,648    | 29,943    | 31,237    |  | 31,440                                                        | 33,038 | 34,434 |
| 3               | 27,354                                                            | 28,648    | 29,943    | 31,237    | 32,531    |  | 32,734                                                        | 34,332 | 35,728 |
| 4               | 28,648                                                            | 29,943    | 31,237    | 32,531    | 33,825    |  | 34,028                                                        | 35,627 | 37,022 |
| 5               | 29,943                                                            | 31,237    | 32,531    | 33,825    | 35,119    |  | 35,322                                                        | 36,921 | 38,316 |
| 6               | 31,237                                                            | 32,531    | 33,825    | 35,119    | 36,413    |  | 36,616                                                        | 38,215 | 39,610 |
| 7               | 32,531                                                            | 33,825    | 35,119    | 36,413    | 37,707    |  | 37,910                                                        | 39,509 | 40,905 |
| 8               | 33,825                                                            | 35,119    | 36,413    | 37,707    | 39,001    |  | 39,204                                                        | 40,803 | 42,199 |
| 9               | 35,119                                                            | 36,413    | 37,707    | 39,001    | 40,296    |  | 40,499                                                        | 42,097 | 43,493 |
| 10              | 36,413                                                            | 37,707    | 39,001    | 40,296    | 41,590    |  | 41,793                                                        | 43,391 | 44,787 |
| 11              | 37,707                                                            | 39,001    | 40,296    | 41,590    | 42,884    |  | 43,087                                                        | 44,685 | 46,081 |
| 12              | 39,001                                                            | 40,296    | 41,590    | 42,884    | 44,178    |  | 44,381                                                        | 45,980 | 47,375 |
| 13              | 40,296                                                            | 41,590    | 42,884    | 44,178    | 45,472    |  | 45,675                                                        | 47,274 | 48,669 |
| 14              | 41,590                                                            | 42,884    | 44,178    | 45,472    | 46,766    |  | 46,969                                                        | 48,568 | 49,963 |
| 15              | 42,884                                                            | 44,178    | 45,472    | 46,766    | 48,060    |  | 48,263                                                        | 49,862 | 51,258 |
| 16              | 44,178                                                            | 45,472    | 46,766    | 48,060    | 49,354    |  | 49,557                                                        | 51,156 | 52,552 |
| 17              | 45,472                                                            | 46,766    | 48,060    | 49,354    | 50,649    |  | 50,852                                                        | 52,450 | 53,846 |
| 18              | 46,766                                                            | 48,060    | 49,354    | 50,649    | 51,943    |  | 52,146                                                        | 53,744 | 55,140 |
| 19              | 48,060                                                            | 49,354    | 50,649    | 51,943    | 53,237    |  | 53,440                                                        | 55,038 | 56,434 |
| 20              | 49,354                                                            | 50,649    | 51,943    | 53,237    | 54,531    |  | 54,734                                                        | 56,333 | 57,728 |

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

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

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

APPENDIX I

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 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.

APPENDIX II  
Revised 8/97

Grievance # \_\_\_\_\_  
School Dist. \_\_\_\_\_

LENAWEE INTERMEDIATE SCHOOL DISTRICT

GRIEVANCE REPORT FORM - LIEA

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

|          |            |                  |
|----------|------------|------------------|
| Building | Assignment | Name of Grievant |
|----------|------------|------------------|

**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.

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| A. Date Cause of Grievance Occurred |  |
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| B. 1. Statement of Grievance |
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| 2. Specific Article(s) and Section(s) Violated |
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| 3. Relief Sought |
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Upon Completion of Discussion with Supervisor/Principal:

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| Signature of Grievant |  |
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|------|--|
| Date |  |
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| <b>C. Disposition by Supervisor or Principal (state reason(s) if grievance is denied)</b>                                                                 |  |  |                    |
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| <b>Signature of Supervisor or Principal</b>                                                                                                               |  |  |                    |
| <b>Date</b>                                                                                                                                               |  |  |                    |
| <b>D. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Supervisor or Principal is not acceptable</b> |  |  |                    |
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| <b>Signature of Grievant</b>                                                                                                                              |  |  |                    |
| <b>Date</b>                                                                                                                                               |  |  |                    |
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| <b>Association Approval</b>                                                                                                                               |  |  | <b>Disapproval</b> |
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|                                                                                                                                                           |  |  |                    |
| <b>Signature of Association Rep.</b>                                                                                                                      |  |  |                    |
| <b>Date</b>                                                                                                                                               |  |  |                    |

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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)**

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**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)**

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**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.

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| <b>A. Date Received by Superintendent</b>                                                                                                         |  |  |
| <b>B. Disposition of Superintendent (state reason(s) if grievance is denied)</b>                                                                  |  |  |
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| <b>Signature of Superintendent</b>                                                                                                                |  |  |
| <b>Date</b>                                                                                                                                       |  |  |
| <b>C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Superintendent is not acceptable)</b> |  |  |
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| <b>Signature of Grievant</b>                                                                                                                      |  |  |
| <b>Date</b>                                                                                                                                       |  |  |

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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.

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| <b>A. Date Received by Board of Education or Designee</b>                                                                                             |  |  |
| <b>B. Disposition of Board of Education (state reason(s) if grievance is denied)</b>                                                                  |  |  |
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| <b>Signature of Board Rep.</b>                                                                                                                        |  |  |
| <b>Date</b>                                                                                                                                           |  |  |
| <b>C. Position of Grievant and/or Association (If appealed to next step, state reason(s) why disposition of Board of Education is not acceptable)</b> |  |  |
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| <b>Signature of Grievant</b>                                                                                                                          |  |  |
| <b>Date</b>                                                                                                                                           |  |  |

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Grievance# \_\_\_\_\_  
School Dist. \_\_\_\_\_

**LEVEL FIVE:** If the decision at Level Four is not satisfactory, the aggrieved person and/or Association representative may then file the grievance within thirty (30) calendar days with the State Labor Mediation Board according to law. Failure to appeal a decision within the specified time limits shall be deemed an acceptance at that level.

**A. Date Submitted to State Labor Mediation Board**

**B. Disposition of Mediation Board**

**Signature of Mediator**

**Date**

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Grievance #. \_\_\_\_\_  
School Dist. \_\_\_\_\_

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**LEVEL SIX:** If no satisfactory solution is arrived at as a result of mediation, the Association must, within thirty (30) days, give written notice to the Board as to its intent to submit the grievance to arbitration before an impartial arbitrator selected by both parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association in accordance with its rule, which shall likewise govern the arbitration hearing. The arbitration procedure is limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction except no arbitrator shall have any power to rule upon any matter involving a prohibited subject of bargaining under the Public Employment Relations Act.

**A. Date Submitted to Arbitration**

**B. Disposition and Award of Arbitrator**

**Signature of Arbitrator**

**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

## Exhibit A

**Lenawee Intermediate Education Association (LIEA)**

**Transition Explanation from 2023-2024 Performance Evaluation Tool/Process to 2024-2025 New Law**

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