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AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF

THE LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT

AND

THE LAPEER INTERMEDIATE SPECIAL EDUCATION ASSOCIATION

(LISEA)

Lapeer County Intermediate School District

1994 - 1997

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APPENDIX

ARTICLE I

AGREEMENT

This Agreement is entered into this thirtieth day of August, 1994, by and between the Lapeer Intermediate Special Education Association, a voluntary Association, hereinafter referred to as the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Lapeer County Intermediate School District, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement.

ARTICLE II

RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional special education teachers under contract or on leave.

B. The term "teacher," when used hereinafter in this Agreement, shall include music therapists, speech therapists, teachers of the homebound/hospitalized, occupational therapists, physical therapists, social workers, psychologists, special education teachers, curriculum resource consultants, teacher consultants, and all others unless such positions are temporary. Such representation shall exclude supervisors and/or administrative positions, and other personnel engaging at least 51 percent of their time in an executive or supervisory capacity.

1. The term "supervisor" means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, evaluate, assign, reward, or discipline other teachers, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

2. Such representation shall cover teachers assigned to newly created professional positions as defined by Section B of this Article.

3. Whenever a teacher is employed in a bargaining unit position for sixty (60) or more consecutive school days, he/she shall become a part of the unit. Only the salary and seniority provisions of the contract will be retroactive to the initial date of employment.

   Whenever it can be reasonably determined that a teaching position will be available for a period of sixty (60) or more consecutive school days, a teacher will be issued a contract.

Teachers hired to replace a teacher on leave who is returning during the school year and/or teachers hired after the beginning of the school year in programs with declining enrollment may be laid off without sixty (60) school days notice as required in Article XV (Reduction and Recall). In such an event, the teacher will be given notice of layoff at the time of employment or be given notice of the possibility of layoff at the time of employment.

C. No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any teacher or group of bargaining representatives or board of education, unless it has been made, ratified, and agreed to in writing by the employer and the LISEA. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein. The Lapeer County Intermediate School District agrees not to negotiate with or recognize any labor organization other than the LISEA, MEA-NEA for the duration of this Agreement.

ARTICLE III

SCHOOL CALENDAR AND TEACHING HOURS

A. The Association shall select two (2) representatives to be part of a committee whose purpose is to assist in establishing a calendar with a maximum of 185 working days and/or extended schedule. In the event that a constituent calendar does exceed 185 working days, those teachers shall be notified no later than thirty (30) days after the commencement of the school year.

B. 1. Itinerant staff is defined as a teacher assigned to more than one campus. A list of teachers considered to be itinerant will be agreed upon by the Association and Administration by June 15 and finalized by August 15 for the present school year. Additional staff required during the school year will be mutually agreed upon by the Association and Administration. All new position postings will identify itinerant/non-itinerant status. (Current Woodside programs will be considered part of Oakdale campus.) The groups of students served may or may not include ISD students. Itinerant staff shall work a 32.5 hour per week schedule, excluding lunch, as approved by his/her immediate supervisor. Extended schedule itinerant staff will follow Woodside School hours during the 50-day summer session.

2. Teachers assigned to a Local Educational Agency (LEA) shall observe the school day schedule at the schools they serve. Itinerant teachers shall leave an approved program schedule with the appropriate secretary, indicating where they may be reached during their work day.

3. Hours for the Woodside School shall be 8:00 a.m. to 2:30 p.m. During the fifty (50) day summer session, hours will be 8:15 a.m. to 12:00 p.m.

4. Teachers shall be provided with a half-hour lunch period, and if possible, a minimum of forty-five (45) minutes per day preparation period. Teaching assignments beyond five and one-half (5 1/2) hours of instruction during the regular school year shall be compensated as defined in the Compensation Article of this Agreement. During the summer hours, teaching assignments beyond three (3) hours of instruction shall be compensated as defined in the Compensation Article of this Agreement. If possible, a thirty (30) minute preparation period will be provided.

5. Teachers may, if their work is completed, leave fifteen (15) minutes sooner on Fridays and/or prior to the commencement of school vacation periods.

6. Teachers assigned to more than one (1) district shall obtain a work schedule from their designated supervisor. Attempts will be made to provide an assignment (work and vacation schedule) as close to the ISD as possible.

C. When it becomes necessary to be absent from work, except in an emergency, teachers assigned to Woodside School shall notify their designated administrator before 7:45 a.m. Teachers at other locations shall call their designated administrator before 7:30 a.m., itinerate teachers shall notify their designated administrator before 8:00 a.m.

D. All teachers shall be required to serve on one (1) committee each semester. Other committee responsibilities shall be on a volunteer basis.

E. It shall be the intent of the Administration to utilize meeting time for information and discussions meaningful to the operation of the programs involved. Teachers may be required to attend a thirty (30) minute meeting per week. Attempts will be made to schedule meetings during regular working hours. Additional meetings will be held as necessity dictates. Examples of necessity are conditions felt necessary to improve the operation of the school district; e.g., committee meetings, departmental meetings, coordination of programming for students, etc. In addition to the above, teachers may be required to attend one open house per year. The Association shall select two teachers to assist in developing a recommendation for the date of the open house program in the respective buildings. Teachers also may be required to stay until 4:00 p.m. during a working day, once per semester for inservice purposes. Teachers shall be given at least one week advance notice.

F. Teachers shall not be required to sign a time sheet unless they are late for work, in which case they will submit a late form to the office as soon as possible. A late committee composed of an administrator and two (2) staff members may be established in order to make recommendations concerning tardiness.

G. See Appendix for School Calendar.

ARTICLE IV

CONTINUITY OF OPERATIONS

A. Both parties recognize the desirability of uninterrupted operation of the instructional program during the school year. The Association agrees that neither it nor any of the teachers in the Association will participate in, authorize, assist or support any strike, slow down, sanction work stoppages of any kind in this District, including "mass sickness" or any other interruption of activities by teachers of this school district.

B. The Board agrees that it will not engage in any Unfair Labor Practices as defined by Section 10 of the PERA.

C. The Lapeer Intermediate Special Education programs shall be closed for inclement weather, legally declared "Act of God" days, if Lapeer Community Schools and one (1) other school district are closed by inclement weather. Teachers shall not be required to be in attendance at that time. In the event that Lapeer Community Schools and one other school district are closed due to inclement weather during the working day, if possible, teachers will be dismissed within one (1) hour of the announcement. Teachers shall be permitted to leave once their students have left the building and proper permission obtained from the immediate supervisor. Teachers assigned to one (1) or more local district(s) shall not report for work when the local district(s) in which they are scheduled to work are closed.

D. When schools are open and teachers are unable to report to work because of severe inclement weather or an "Act of God," or their health and safety are threatened by attempting to report, those teachers may use a personal day or a sick day and shall not be penalized for failure to report, unless their leave days have been exhausted. Teachers shall, when possible, notify the proper administrator by 7:45 a.m., when they are unable to report for work.

E. Teachers will not have personal days and/or sick days deducted when school is closed.

F. Pursuant to the following conditions, school shall be closed by the Administration should the temperature in the building(s) where instruction is taking place reach a high of 90° or a low of 60°. When the temperature reaches 90° or 60° in any assigned classrooms, attempts will be made to secure a more suitable environment. When the temperature reaches 90° or falls below 60° in 50% of the mutually agreed upon classrooms with thermometers, students will be dismissed within one (1) hour from reading, if possible. Reading of thermometer will be taken at appropriate intervals. Mutual agreement of designated classrooms will be established before the summer session begins by the Administration and the Association.

ARTICLE V

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the 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 of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: The management and control of school properties, facilities, grades and courses of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and applicable State and Federal Constitutions, statutes, rules and regulations.

ARTICLE VI

TEACHER RIGHTS

A. Nothing contained within this contract shall be construed to deny or restrict to any teacher or the Board, rights he/she may have under the Michigan Employment Relations Act, Michigan General School Laws, Special Education Code, Tenure Act, or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.

B. The Board shall consult with the Association prior to the adoption of policies or procedures to implement the Family Educational Rights and Privacy Act of 1974, including but not limited to, what items are and are not deemed to be included within the definition of school records, how parental requests for access to such records are to be handled, how requests of other persons to see such records are to be handled, how parental consent is to be obtained and what the responsibility of the teacher is with respect to each of these matters.

C. During the period of a teacher's employment and thereafter, a teacher shall have and retain all property and copyright interests in and to any book, lesson plan, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyrightable work, written, composed, created or devised by such teacher. Permission to utilize students of the District in the aforementioned projects must be sought from the Administration prior to any involvement.

D. The teachers may develop a committee to study the school policy booklet. Recommendations for change should be submitted to the designated administrator at the beginning of each semester. Changes in school policy handbooks, guidelines, etc., which directly affect the teacher or his/her wages, hours, and working conditions will be the subject of collective bargaining, when in conflict with the provisions of this Agreement.

E. Teachers believing that students are assigned to their classroom without appropriate placement may refer such students to the proper administrator. That administrator shall study said recommendation in considering the problems and possible changes in the child's programming. The Administration may request an IEPC if deemed appropriate. The classroom teacher shall be allowed to participate in committee deliberations.

F. The teacher involved with the placement, planning or programming of a student shall be permitted to participate in the educational placement, review or adjustment of the student's program. This will include the Individual Education Plan (IEP)-Interdisciplinary meetings. Other meetings will be at the discretion of the Administration. If possible, teachers shall be given one week's notice prior to the meeting. It is the intent of the parties to schedule IEPC meetings during the normal work day. In the event that reasonable efforts to schedule the meetings are unsuccessful, such meetings will be scheduled, wherever possible, immediately following the departure of students. Such meeting time beyond thirty (30) minutes following the departure of students will be credited toward Leave Time. In the event it is not possible to schedule the meetings during the normal school day or immediately following the departure of students, teachers will be credited with Leave Time for such meeting time.

G. Information provided to the Administration by the State Department concerning notification of dates for hearings concerning rule changes will be made available to the Association.

H. If a classroom aide is granted a leave of absence or a vacation during the school year, the Administration will attempt to provide that classroom the same substitute aide during the full leave or vacation. It is understood that the granting of such leave is an Administrative responsibility.

I. The duties of a bargaining unit position will not be substantially altered unless such changes are necessary for the District to fulfill mandated service requirements or grants.

J. When possible and practical, student medical needs shall be administered by designated administrator or health personnel.

K. To assist the teacher, the district shall provide reasonable and appropriate health care training within five (5) working days after receiving a student with special needs.

ARTICLE VII

TEACHING FACILITIES

A. The Board shall provide properly trained personnel and equipment necessary to insure first aid training for teachers and available treatment for staff and students.

B. The Board shall provide smocks for staff members when deemed necessary. Proper laundering service shall be provided without charge to the teacher.

C. The Board shall provide typing, duplicating, stencil and mimeograph facilities, a copying machine, audiovisual equipment and secretarial service, if available, to aid teachers in the preparation of instructional materials.

D. Teachers shall have telephone facilities available for their reasonable use. Personal long distance calls will be the responsibility of the caller.

It is agreed between the parties that the following rules shall be followed with regard to the use of the telephone:

1. By staff:

   a. Calls to be placed and received only during non-student contact time, unless an emergency situation.

   b. Calls limited to five (5) minutes.

   c. Calls to be placed for business use only - no social calls.

   d. Local calls only.

2. By Association:

   a. Calls shall be placed by the elected officers or Chief Negotiator only.

   b. Placing of local calls only.

   c. Calls limited to eight (8) minutes.

   d. Calls may be placed by elected officers and Chief Negotiator during their respective lunch periods, or after 2:30 p.m. The President, Vice President, or Chief Negotiator may place calls during special classes, provided said classroom is appropriately supervised, and call is for Association business only.

ARTICLE VIII

TEACHER PROTECTION

A. A teacher may request Administrative assistance concerning a pupil when the seriousness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the Administration, as promptly as his/her

teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the Administration with said teacher.

B. Cases of assault resulting in gross bodily harm to a teacher shall be promptly reported to the Board or its designated representative. The Board shall consult legal counsel before advising the teacher of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. The Board will reimburse up to $100, for loss, damage, or destruction of clothing or personal property while in the line of duty on or off the school premises, provided there is not negligence on the part of the teacher. Amounts in excess of $100 may be approved by the teacher's immediate supervisor.

D. The Board shall carry Workers' Compensation. If a teacher is injured while in the line of duty, the teacher shall be paid in accordance with Board Policy.

"In cases of disability resulting clearly from work-related injury or illness as determined by the Administration, the combination of Workers' Compensation payments and gross payroll for the period of disability shall not be less than 75 percent of the normal gross pay which would have been earned during the same period and further in the event the disability is less than the required days for Workers' Compensation payment, the employee will receive his/her normal gross pay and no charges will be made against personal sick leave accumulation. However, in no instance shall payroll reimbursement be made when Workers' Compensation is equal to or greater than 75 percent of the normal gross pay for said period."

E. The use of corporal punishment is prohibited; however, a teacher may use reasonable effort to remove dangerous weapons from students or to maintain discipline when the immediate safety of a staff member or student is threatened.

F. Teachers may present, interpret, and/or explain information concerning society, the physical and biological world and other areas of knowledge when it is an appropriate part of the students' total educational program IEP (Individual Education Program). Teachers have to stay within the program framework (IEP).

G. Teachers may support or oppose political causes and issues outside the classroom. It is further understood that the teacher's freedom to engage in such activities does not give him/her the right to foster such beliefs by disruption of school district operations.

H. Serious confrontations between a teacher and student in a school situation shall be promptly reported in writing to the designated administrator. The Board shall seek legal counsel before advising the teacher of his/her rights and obligations and shall render reasonable assistance. Time lost in this matter shall not be charged against the teacher's pay or sick leave unless he/she is judged negligent.

ARTICLE IX

CLASS SIZE AND TEACHER ASSIGNMENT

A. Class sizes shall not exceed the maximum allowed by the Special Education Code.

B. The Board, upon making a request of the State Board of Education for a deviation from the rules, as set forth in the Special Education Code, pursuant to Rule 34 (R 340-1734) shall concurrently provide the affected teacher and the Association with a copy of the request.

C. Teachers will be consulted about anticipated changes in student programs during the year or for the following year. A change in program shall be defined as:

1. A difference of three (3) or more students in class enrollment.

2. A difference in mean age level exceeds four (4) years.

3. The functional level of two (2) or more students is changed (e.g., TMI, SMI, SXI). Diagnostic and/or program information shall be provided to the teacher if available prior to placement when new students are to be enrolled in his/her class.

D. Establishment of pupil assignment and class schedules are administrative functions; however, recommendations for pupil assignments may be made by the teacher in order to assist with proper programming. Information concerning pupil enrollment and staffing patterns will be provided to all affected teachers when changes in present staff assignments are anticipated. Prior to reorganization of classes, each teacher involved shall have an opportunity to make recommendations for student assignment to the designated member of the Administration.

The following principles shall be used when classes are reorganized:

1. Certification and qualifications as defined in Article XV.

2. Age range of students.

3. Seniority.

E. In the event that a student will be confined to the hospital or residence, said pupil will be provided homebound services if permitted. It is understood that the homeroom teacher will provide the person assigned to instruction with a current individual education program for that student.

F. Extended Schedule

1. Assignments beyond the normal contract year of 185 days shall be considered to be extended schedule positions.

2. All extended schedule assignments are voluntary.

3. An extended schedule position may be shared by two staff persons. Schedule of days worked shall be mutually decided by the position's supervisor and the two persons sharing the position.

   A bargaining unit employee will receive one (1) sick day and one half (1/2) personal business day for every twenty-five (25) scheduled work days during the extended schedule. If less than twenty-five (25) days are worked, sick days and personal business days will not be credited. Unused sick days and personal business days will carry over into the next school year.

4. Staff working in the extended schedule positions will receive 17% of their salary for working the extended schedule positions. Shared positions' salary will be prorated according to the number of days worked.

5. Staff selected for the extended schedule will instruct all 50 days unless the position is shared.

6. The procedure for filling extended schedule positions shall be as follows:

   a. On or before April 15th the available extended schedule positions will be posted. Bargaining Unit Members selected for the positions will be notified by May 1st.

   b. Personnel for the extended schedule positions will be hired in the following order:

      1) Bargaining unit employees working in 230 day positions during the 1991-92 school year (Fred Haver, Michael Mocniak, Tom Sudia). Once a bargaining unit member (as identified in 6, b, 1) voluntarily leaves to take a 185 day position s/he will then be eligible for extended schedule positions under 6, b, 2.

      2) Bargaining unit employees meeting the certification requirements of the position, will be chosen on a rotating basis from the seniority list, meaning that choices to fill the positions will rotate through the seniority list from year to year.

      3) Non-bargaining unit employees meeting the certification requirements of the position.

4) Individuals not currently employed by the Lapeer ISD.

7. Staff scheduled to work an entire extended schedule position will be granted five days off. These extended schedule comp days shall be granted anytime during the school year, provided they are requested at least three working days before the day(s) of leave and provided that the use of these days does not significantly effect the operation of the special education program or conflict with special programs where the affected teacher's attendance is required.

   Extended schedule comp days must be used during the school year and unused days will not carry over into the next school year.

ARTICLE X

DISCIPLINE OF TEACHERS

A. No teacher shall be disciplined, suspended, reduced in pay, reprimanded, or discharged, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher in writing.

B. The teacher shall be entitled to have a representative from the Association during a disciplinary action. When a request for such representation is made, no action with respect to the teacher shall be taken until such representation is present. Representation shall be provided by the Association immediately, but without disruption of the normal workday, unless so requested by the Administration.

C. The Board agrees to follow the concept of progressive discipline which includes, verbal warning, written warning, reprimand, suspension, with discharge as a final and last resort. However, in instances of serious breaches of conduct, the Administration shall apply the level of discipline appropriate to such conduct. Alleged breaches of discipline shall be brought to the teacher's attention as promptly as possible.

D. Complaints of a serious nature made against a teacher by students, parents, or others to the Administration will be called to the teacher's attention as soon as possible. If said complaint is not brought to the teachers attention, it will not serve as the basis for disciplinary action. If said complaint is to become a part of the teacher's personnel record, it shall be signed by the complaining party.

E. If discharge or denial of tenure, or placement of a teacher on third year probation is to be considered because of inadequacies observed in the teacher's professional work with students, such action must be preceded by:

1. Observations of the inadequacies by more than one administrator or evaluator, as described elsewhere in the Agreement.

2. A written statement stating he/she must improve, steps to be taken for improvement, and consequences of failure to do so.

3. Opportunity for improvement.

4. Feedback from school district resources and the Administration to help the teacher improve.

ARTICLE XI

EVALUATION OF TEACHERS

A. Teachers in positions in which a teaching certificate is not required (i.e., in accordance with R 340.1792 of the Special Education Code) will be evaluated in the same manner as probationary and tenure teachers.

The Administration may designate a tenure teacher to assist a non-tenure teacher in developing professional competencies and effectiveness.

B. Major objectives for evaluation of teachers are:

1. To assist in the delivery of appropriate programs and services for students.

2. To assist in the process of professional growth.

3. To serve as one basis for recommending competent non-tenure persons in positions requiring teacher certification for tenure.

4. To serve as one basis for discharge of teachers.

C. Each teacher upon employment, or at the beginning of the school year, whichever is later, shall upon request, be apprised of the basic criteria upon which he/she will be evaluated. Observation and evaluation reports shall be filed in the teacher's personnel file at the Intermediate School District Office.

D. Teachers assigned to ISD programs shall be evaluated by designated ISD administrators who meet the qualifications for Supervisor of Special Education programs as required by the Special Education Code. Teachers assigned to constituent districts shall be evaluated by their building principal. Teachers receiving less than a satisfactory evaluation, who are assigned to a constituent school district, shall be reevaluated by a designated administrator from the Intermediate School District in accordance with this Article. A bargaining unit member who is in a part-time supervisory position may evaluate teachers; provided however, that in the event that the bargaining unit member

observes deficiencies that may result in discipline or discharge, the bargaining unit member will immediately contact the Assistant Superintendent for Special Education who will designate an Administrator to evaluate the teacher.

E. Upon request, a teacher may have a representative of the Association present during an evaluation conference.

F. Prior to the first scheduled classroom observation, a conference between the evaluator and the teacher shall be held to establish the time of observation. These observations form a part of the basis for the evaluation of teaching practices, methods and techniques. Observations will be for a minimum of twenty-five (25) minutes. If weaknesses are noted in an observation report, a written statement concerning the specific Plans of Improvement needed will be provided to the teacher and a reasonable period of time set for the teacher to improve his/her performance. The evaluator shall follow up observations with a review conference in order to discuss strengths and weaknesses. This conference shall be held within ten (10) working days, but in no event more than thirty (30) calendar days of the observation, unless the parties agree to extend said time limits.

A copy of the evaluation and observation report shall be given to the teacher, including, if applicable, specific suggestions for improvement. Information concerning a classroom observation which is to be used in the evaluation report will be documented. Teachers will not receive derogatory comments while in the presence of students or teacher aides. Evaluation and observation reports must be signed by the teachers, but such signature does not signify concurrence or approval of the evaluation. The teacher may attach a letter of reaction, provided it is filed within ten (10) working days, but in no event later than thirty (30) calendar days.

G. Non-tenure teachers whose positions require teacher certification shall be evaluated at least once each year, with two (2) classroom observations per evaluation. The first two classroom observations shall be completed by February 15, unless the date of hire is after November 15. In such instances, two observations and evaluation report will be completed at least sixty (60) days prior to the end of the first year of service with the Lapeer County Intermediate School District. Each tenure teacher shall be evaluated at least once every three (3) years. Evaluation of a tenure teacher conducted during the school year shall be placed in the teacher's personnel file prior to June 1.

An evaluation report must be a written summary based upon a minimum of two (2) observation reports. Additional observations are recommended for teachers experiencing difficulties. If weaknesses are noted at any level of the evaluation procedure, a Plan of Assistance will be implemented at that time. If deficiencies are not stated in the observation or evaluation reports, then it is understood said deficiency was not present during the observation or evaluation period. The teacher shall be provided with a copy of the evaluation report and an opportunity to discuss the report with his/her evaluator(s). The teacher must sign the evaluation report, but his/her signature does not signify concurrence or approval of the evaluation. The teacher may attach a letter of

reaction, provided it is filed within ten (10) working days, but in no event later than thirty (30) calendar days.

H. If a preliminary recommendation not to renew the contract of a non-tenure teacher is made by the Administration, said teacher shall have the right to a due process hearing prior to discharge. Said teacher will be provided with a written statement of specific charges as to why his/her work has been unsatisfactory. Said statement shall be made no later than sixty (60) days prior to the end of the school year. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory.

I. Observations to be used as part of the evaluation process shall not unnecessarily interfere with the teaching-learning process. Observation of the work of the teacher shall be conducted openly, and with the knowledge of the teacher. The use of closed-circuit devices will not be employed for this purpose without prior knowledge and consent of the teacher.

J. Specific test results of academic progress of individual students, or the review of the success rate of a program, or a student's attainment of performance objectives shall not be used as the sole determinant of the teacher's quality of service or fitness for retention.

ARTICLE XII

PERSONNEL FILES AND RECORDS

A. A personnel file for each of the District's employees shall be maintained in the office of the Superintendent. The personnel file shall include the following sections.

1. Employment Section The employment section shall include the following: Pre-employment correspondence, application, university placement credentials, transcripts, certificate, request to employ, employment contract, and personal data sheet.

2. Evaluation Section The evaluation section shall include all complaints against and commendations of an employee, written reprimands and suggestions for corrections and improvements and administrative evaluations. No complaint, commendation, suggestion or evaluation may be placed in a personnel file unless the employee has had the opportunity to review the material.

General Access to Personnel Files Access to an employee's personnel file may be given to the following persons without the consent of the employee.

1. The Superintendent, department director, the employee's principal or supervisor, administrative employees specifically designated by the Superintendent, or a

board member if it relates to his or her duties or responsibilities as a board member.

No other person may have access to an employee's personnel file except under the following circumstances:

1. When an employee gives written consent to the release of his or her records. The written consent must specify the records to be released and to whom they are to be released.

2. When subpoenaed or under court order.

Employee's Access to His or Her File An employee may have access to his or her personnel file at all reasonable times, i.e., during regular office hours. The Superintendent or his/her designee will be given notice prior to such review and may be present during such review. The right to access includes the right to make written objections to any information contained in the file. It also includes the right to add pertinent documents to the file.

Records Management The Superintendent shall be the records manager for employee personnel files and shall have the overall responsibility for maintaining and preserving the confidentiality of the personnel files. The Superintendent may, however, designate another official to perform the duties of records manager. The records manager is responsible for granting or denying access to records on the basis of these responsibilities.

B. Documents concerning unsatisfactory performance that has been corrected for three years shall, upon request, be expunged from the teacher's file.

C. When the teacher is to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but said signature shall not be interpreted to mean agreement with the content of the material.

D. Reference to Personnel File shall mean the teacher's file at the Intermediate School District Administration Building.

E. No material originating after initial employment will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher may submit a written statement regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that material to be placed in his/her file is untrue or inappropriate, (i.e., unrelated to the operation of the school district) he/she may receive adjustment through the Grievance Procedure whereupon the material will be corrected or expunged from the file.

ARTICLE XIII

DEFINITION OF SENIORITY

A. Seniority is defined as length of unbroken service within the Lapeer County Intermediate School District as of the teacher's first paid working day in a program. For purposes of seniority and placement on the salary schedule, teachers shall be given credit one time only per school year for one half year service when forty-five (45) days or more are worked during a semester. A year's credit for seniority and other provisions of this contract shall be earned when 135 days or more are worked during the school year. Work days shall be defined as paid days of employment on a 185-day program or an extended schedule program.

B. In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and the teacher(s) so affected 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 which will reasonably allow affected teachers and Association representatives to be in attendance. All the names will be placed in a container and drawn one at a time. First name drawn has the highest seniority and so on. Said list shall be certified by the Association.

C. The Board shall compile a seniority list by October first of each year which shall be revised when changes occur. This list shall include the following information:

1. Date of employment.

2. Area(s) of certification known to Administration.

3. Leaves of absence.

4. Current assignment.

This list shall include teachers currently on leave or layoff.

D. Seniority shall accrue during any involuntary layoff to a maximum of two years.

E. A teacher who first taught in the Lapeer Intermediate School District and then became an Administrator in the Lapeer Intermediate School District shall retain any seniority accrued as a teacher, but shall not gain seniority for time as an Administrator.

F. Leaves of absence shall not be considered as a leave from the bargaining unit; however, seniority shall not accrue during said leave unless so specified.

G. For persons working less than a full day schedule, seniority shall be granted in proportion to time worked.

ARTICLE XIV

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Vacancies occurring within the bargaining unit and within the total professional staff, including newly created positions, shall be publicized by the Board by posting it on a designated bulletin board in the Intermediate School District Administration Building and Woodside School, along with a copy of each posting to the Association. Positions as above described shall be posted at least ten (10) working days prior to being filled. When vacancies occur during the summer months, positions will be posted at Woodside School and the Administration Building, along with a written notice to the Association, for not less than ten (10) working days before the position is filled.

B. Vacancy shall be defined, for purposes of this contract, as a position previously held by a teacher or when a new position is created, including special summer school programs (i.e., Federal projects or other special assignments, not including regular extended schedule assignments), and extra-duty activities.

Notice will specify certification, building, location, teaching day assignment and if appropriate, the type of basic classroom program where the vacancy occurs. The teacher shall be given further information concerning these vacancies by contacting the proper administrator in the building where the vacancy is occurring, or the Administration Building.

C. Any member of the bargaining unit may apply for a posted vacancy if he/she meets the requirements (see Article XV, C. 3. concerning qualifications) stated in the posting. If such vacancy occurs during the school year, the bargaining unit applicant with the greatest seniority shall be awarded said position, subject to the terms of this Agreement. In the event that no teacher applies for the vacancy and if the specifications (see B. second paragraph) in the initial posting are changed, the position will be reported pursuant to the terms of this Article. In order to avoid undue disruption, said teacher's vacated position may be filled on a temporary basis until the next regularly scheduled meeting to fill vacancies (see Section D.).

D. In the event that the Superintendent in his/her reasonable judgment determines that the initial posting would create undue disruption, said vacancy shall be filled on a temporary basis until the next regularly scheduled meeting to fill vacancies.

E. No new position or vacancy shall be filled prior to the completion of posting period, except in case of emergency or on a temporary basis.

F. A general meeting may be scheduled for the first Tuesday of June and August to fill vacant, temporary, or newly created positions. Five (5) days prior to the meeting a list will be compiled of vacant, temporary, or newly created positions.

G. At the appropriate meeting (June and August) all vacant, temporary, or newly created positions shall be filled by members of the bargaining unit who meet the requirements (see Article XV, C. 3. a.-e.) stated in the posting. The qualified bargaining unit applicant who is bidding with the greatest seniority shall be awarded the position.

If positions are then left vacant after all members of the bargaining unit have had an opportunity to apply, the Administration may then hire outside the bargaining unit.

H. In the case of extreme emergencies where the teacher is unable to attend the general posting meeting (June and August), the teacher may apply, in writing, for the desired position.

I. Requests by a teacher for a vacancy or promotion shall be made in writing.

J. An updated seniority list will be given to the Association one week prior to said meeting.

K. The Board will meet and consult with the Association prior to said meetings on the management and procedures needed to conduct these meetings.

L. Involuntary transfers may be effected only for good cause. When such transfers are contemplated, the Administration shall establish a meeting with the Association. Reasons for said transfer shall be discussed and consideration shall be given to such factors as volunteers and seniority, when practical. If possible and practical, attempts will be made to return employees to their previous assignments in a reasonable time frame provided said positions are available. Except in cases of emergency, the Administration shall provide the affected teacher and the Association with written reasons for the transfer at least thirty (30) days prior to the effectuation of an involuntary transfer.

M. The Administration shall prepare one week in advance of the June and August meetings, a list of staff in the following categories:

1. Contracted staff displaced because their original placement was in a temporary assignment as provided for in "C."

2. Staff displaced by program changes.

3. Staff on leave and eligible to return to an available position at the beginning of the next school year.

4. Staff designated as Involuntary Transfers determined through the process described in "M."

As vacancies are created, determined and posted, all interested current staff, including those on leave, may apply and the position will be filled in accord with the contract. However, the Administration would have the right to fill any particular posted position

with a teacher from the above list, if the Administration can demonstrate that to have not done so would have eliminated the opportunity to provide a position for such a teacher as determined on the day the vacancy was filled.

ARTICLE XV

REDUCTION AND RECALL

A. Terms of this Article will supersede any other conflicting provisions of this contract.

B. The Board shall give no less than sixty (60) calendar days notice prior to June 30 to all teachers who may be laid off for the following school year. The Board shall give sixty (60) working days notice to teacher laid off during the school year because of lack of revenue or reduction in student enrollments, except as mentioned in Article II. In the event of the need to lay off teachers due to a shortage of revenues, the Board shall not lay off teachers during the school year unless the Board is unable to obtain the funds necessary to retain teachers for the duration of the school year without further jeopardizing employment of staff for the following school year.

C. Part 1, General Layoff Clause: No teacher shall be laid off unless there is a decrease in student enrollment, a shortage of revenues, changes in staffing requirements of the ISD Plan, or Acts of God, which would affect the operation of the school district, unless otherwise specifically provided for in this Article. Layoffs, when necessitated, shall be effectuated in the following manner:

1. The Board and Association shall meet and attempt to mutually agree upon a layoff plan which will minimize the number of layoffs and retain as much of the quality program as possible. Said meeting shall take place prior to March 15, provided the request for said meeting is made in a timely manner.

   In the event no agreement can be reached, the following will occur:

2. The Board shall establish a list of program needs and the number of teaching positions available. Such list shall be posted prior to the implementation of any layoff. Beginning with the first name on the seniority list, each individual shall be placed (*teacher's choice will be honored) in an assignment in the following order of priority.

   a. Current assignment, if not available, then;

   *b. An assignment similar to the teacher's current assignment, requiring the same certification within the same building.

*c. An assignment similar to the teacher's current assignment, requiring the same certification in another building. If not available, then;

*d. Any assignment for which the teacher is certified, within the same building. If not available, then;

*e. Any assignment for which the teacher is certified, anywhere in the Intermediate School District.

f. In the event that more senior staff members have not been assigned after completion of the above procedure, transfers shall be made to place the more senior staff in a position for which they are certified and qualified as defined below.

g. If no vacancy is available in any area for which the individual is certified, the individual will be placed on a permanent substitute status and/or laid off.

Written notification in accordance with the time limits herein provided will be forwarded to the affected teacher and the Association.

3. Qualifications for placement in a position shall be based on certification requirements of the Michigan Special Education Code with the following exceptions:

   a. Homebound - appropriate certification and necessary academic qualifications.

   b. Classes specifically designed to serve mentally impaired students in one of the following areas:

      1) VI-MI (visually-mentally impaired) duo certification (VI-MI).

      2) HI-MI (hearing-mentally impaired) duo certification (HI-MI).

      3) Physical Education - approved to teach the mentally impaired and a major or minor in physical education.

   c. Special Projects Personnel: Such positions created by special grants or projects requiring special skills in addition to certification. Such positions do not replace and/or alter existing positions. Vacancy shall be filled on the basis of seniority, certification, and qualifications.

4. If Federal and State mandatory education laws change requirements for certification in the specified areas and change allows grandfathering, the Board will assist the affected members in securing proper certification provided written

request for such assistance is made to the Assistant Superintendent for Special Education.

5. Certification Leave.

   a. If a teacher is not able to attain certification within the time constraints, said teacher will be granted a certification leave for one (1) year with the following provisions:

      1) The teacher has been displaced due to a change in certification requirements.

      2) The teacher has at least seven (7) years of service with the Lapeer County Intermediate School District.

      3) The teacher provides written evidence that the requirements will be completed within one (1) year.

      4) There will be an available position at the completion of the leave for said teacher.

      5) The teacher will receive health, life, dental, and vision insurance, plus fifty percent (50%) of previous year's salary and seniority accrual.

   b. Return Provision.

      1) The teacher, provided he/she has the requisite seniority and proper certification, must return to a position for a period of not less than two (2) years after the completion of the leave or return the full amount of pay received while on the granted leave, plus the costs of any benefit coverage during that period of time.

Part 2, Layoff. In the event it is necessary to reduce staff during the school year because a senior staff member is unable to receive a position in accordance with the Return From Leave provisions of Article XXI, he/she shall displace the least senior teacher in his/her area of certification. Unless otherwise mutually agreed to between the Association and the Board of Education, the person(s) so displaced will continue the process until the necessary number of least senior teachers is laid off. Such assignments shall be considered temporary.

It is the intent of this Article that the most senior, certified and qualified teachers will be retained.

D. In no event will probationary teachers be retained over tenure teachers who meet State certification requirements.

E. The Association shall have the right to review the layoff list prior to notification of the teachers to be laid off.

F. Teachers on layoff shall be recalled in inverse order of layoff, provided they are certified or may be certified for the vacancy prior to the commencement of teaching duties. No new teachers shall be employed by the Board while there are teachers in the bargaining unit who are laid off, unless laid-off teachers are not properly certified or cannot be certified prior to the commencement of teaching duties.

G. The Board shall give written notice to recall from layoff by sending a certified letter to said teacher at the last known address. It is the responsibility of the teacher to notify the Board of any changes in address. If a teacher is unable to accept a position upon notification by the Board, the layoff may be extended, upon written request to the Board. If a teacher fails to respond to the notice within ten (10) days from the date of receiving said notice, the teacher's layoff status may be terminated.

H. Teachers on layoff will be placed on the substitute list and will be given priority for substitute positions.

I. In the event that a reduction of staff is deemed necessary, leaves of absence without pay will automatically be granted to teachers affected by the reduction. These leaves shall not prohibit the teachers from accepting employment elsewhere, and shall not be terminated during the school year for that reason, except on written request of the teacher. Requests for leave shall be granted during the staff reduction, provided the number of leaves does not exceed the number of reductions and the number of vacancies can be appropriately filled. Requests for leaves of absence during staff reductions shall be on a seniority basis if possible and practical.

1. A teacher on approved staff reduction leave shall continue to accrue seniority, except that such credit will not accrue beyond two (2) consecutive years.

2. The fact that a teacher is placed on leave of absence for the purpose of staff reduction shall not result in loss of status or credit for previous years of service. Accumulated sick days and personal business days shall remain credited to the teacher.

3. A request for leave of absence in a lay-off situation shall be submitted in writing no later than August 15.

J. Teachers subject to layoff for the following school year shall not lose their fringe benefits or salary over summer months afforded them under this Agreement and in individual or supplemental contracts.

ARTICLE XVI

ASSOCIATION RIGHTS

A. 1. The LISEA and its representatives shall be permitted to use designated rooms at Woodside School and the conference room in the Administration Building on regular school days for LISEA meetings, between 7 a.m. and 10:30 p.m., provided that this shall not interfere with or interrupt normal school instruction. When special custodial service is required, the Board may make a charge therefor. All rooms scheduled by LISEA for meetings shall have prior approval of the Administration.

2. The LISEA may use designated school facilities and equipment, including typewriters, duplication, mimeograph and calculating machines, and audio-visual equipment when not in use. The school district will be reimbursed by the LISEA for materials consumed, rent of equipment, and repair when damaged as a result of their use.

B. Membership insignia or pins appropriate for normal wear may be worn by members of the Association.

C. The Association shall be provided a minimum of ten (10) square feet of bulletin board at Woodside School and the Administration Building that shall be designated exclusively for Association use.

The LISEA may post notices of activities and matters of LISEA concern on teacher bulletin boards, at least one of which shall be provided in a designated room of each school building.

D. The Association shall have the right to place materials relating to the official business of the Association in the teacher's mailbox. A mailbox shall be furnished for each teacher either at Woodside School or the Administration Building. The Association shall have a mailbox at the Intermediate School District Office. (See Letter of Understanding in Appendix.)

E. 1. The Board agrees to send each building a copy of the minutes of regular Board of Education Meetings following approval to the Association mailboxes at the Administration Building and Woodside School.

2. The Board shall make available to the Association information required under P.A. 379. The Association may be required to pay for the reproduction of information requested under the Open Records Act.

3. The Association shall be notified of proposed major changes in construction programs, educational policy affecting the working conditions of the teachers, and tax programs and shall have the opportunity to consult with the Board's

Administrative Representative(s) prior to adoption.

F. Duly authorized representatives of the LISEA shall be permitted to transact official LISEA business on designated areas of school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation. The rights granted herein to the LISEA shall not be granted or extended to any competing labor organization. Questions concerning representation shall be handled through the Michigan Employment Relations Commission.

G. School telephone shall be used for Association business in accordance with established rules. See Article VII.

ARTICLE XVII

ASSOCIATION DUES OR FEES AND PAYROLL DEDUCTIONS

A. Each bargaining unit member shall, as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 12.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. If any bargaining unit member paying service fees hereunder objects to the expenditure by the Association, (including MEA or NEA) of any funds collected from him/her pursuant to Provision A such bargaining unit member may present such objection pursuant to MEA policy; however, challenge to any such expenditure shall not relieve the bargaining unit member of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement, or any other Administrative or judicial procedure.

C. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective Agreement. The Association

further agrees to indemnify the board of any damages which may be assessed against the Board as a result of said suit of action subject, however, to the following conditions:

1. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or other tribunal.

2. The Association has the right to choose the legal counsel to defend any said suit or action.

3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

D. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution, bylaws, and administrative procedures. Pursuant to such authorization, the employee shall deduct one-twentieth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each pay period for twenty (20) consecutive pay periods, beginning in September and ending in June of the following calendar year. The Board agrees to promptly disburse said sums to the Association.

E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for:

1. Annuities which shall include any company requested by five (5) or more ISD employees. Annuities offered at the present time will be continued. Total number of companies shall not exceed ten (10) at any one time.

2. Credit Union.

3. Savings Bonds.

4. Any other plans or programs jointly approved by the Association and the Board.

The Board shall remit the deductions to the appropriate institution no later than thirty (30) days after the deductions.

F. The Board shall advise the Association of additions, deletions, leaves, and transfers of members of the bargaining unit as they occur. The Board shall make available to the Association, as soon as possible, the names of teachers in the bargaining unit and the building to which they are assigned. A list containing current information, upon request, may be obtained from the Intermediate School District Administration Building.

G. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT

In recognition of the need to foster professional development both parties agree to support and encourage:

A. Professional education inservice, both within the district and county-wide.

B. Development of innovative and instructional programs in the district.

C. Procurement of instructional materials and equipment for special projects, provided funds are available.

D. Development and updating of a professional library.

E. Active participation in school improvement projects and meetings as related to P.A. 25. Any school improvement plan shall not alter the collective bargaining agreement without the consent of both parties.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. Definitions.

1. A grievance is defined as any claim by a teacher(s) or the LISEA that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. All time limits herein shall consist of work days. Time limits may be extended only upon written mutual consent of the parties. Work day is defined as those days agreed upon by Association and Board.

3. All Grievances and dispositions shall be completed in writing on the forms set forth in this Agreement. The Association shall be provided with the appropriate copies of these forms. (See Appendix B.)

   Written Grievances as required herein shall contain the following:

a. It shall be signed by the Grievant or Grievants.

b. It shall contain a statement of facts giving rise to the alleged violation.

c. It shall cite the section or subsection of the contract alleged to have been violated.

d. It shall contain the date of the alleged violation.

e. It shall state the relief requested.

B. Purpose.

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any teacher with a Grievance, or the supervisor, to discuss the matter informally with an appropriate member of the Administration or the LISEA.

C. Procedure.

Before entering into the following prescribed Grievance Procedure, it is the desire of the Association and the Administration that an effort be made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested at any such meeting.
Level I - A teacher(s) with a Grievance shall submit it in writing to the appropriate Administrator within fifteen (15) days from its occurrence. Within ten (10) days of receipt of the Grievance, the Administrative representative shall meet with the Grievant(s) and the Association Representative in an effort to resolve the Grievance. He/she shall indicate his/her disposition of the Grievance within ten (10) days of such meeting and shall furnish a copy thereof to the LISEA.

Level II - If the Grievant is not satisfied with the disposition at Level I, or if no disposition has been rendered within ten (10) days of the Level I hearing, the Grievant shall file an appeal with the Superintendent or his/her designee within five (5) days if further action is to be pursued. Within five (5) days of this filing, the Superintendent or his/her designee shall meet with the Grievant(s) and the Association Representatives and within ten (10) days of such meeting shall render his/her disposition of the Grievance.

Level III - If the Association is not satisfied with the disposition at Level II, or if no disposition has been rendered within ten (10) days of the Level II hearing, the Association shall file an appeal with the Board of Education of the Intermediate School District within five (5) days if further action is to be pursued. Within thirty (30) days of this filing, or the next regularly scheduled Board meeting, whichever is sooner, the Board

shall meet with the Grievant(s) and the Association Representatives and within ten (10) days of such meeting shall render a disposition of the Grievance.

Level IV - If the Association is not satisfied with the disposition at Level III, or if no disposition has been rendered within ten (10) days of the Level III hearing, the Association, if further action is to be pursued shall notify the Superintendent in writing within twenty (20) days that the Grievance is to be submitted to Arbitration before an impartial Arbitrator. If the parties cannot agree as to the Arbitrator within thirty (30) calendar days from the notification date that Arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the Arbitration proceedings. Both parties agree that the decision of the Arbitrator shall be final and binding, subject to the right of the Board of Association to judicial review, any lawful decision of the Arbitrator shall be forthwith placed in effect. The fees and expenses of the Arbitrator shall be shared equally by the parties.

D. Powers of the Arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract from disregard, alter or modify any of the terms of this Agreement.

2. He/she shall have no power to establish salary scales.

3. He/she shall have no power to interpret State or Federal law unless specifically referred to in the Contract.

4. Where no financial loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.

5. Arbitration awards or Grievance settlements will not be made retroactive beyond July 1 of the fiscal year upon which the Grievance is based.

E. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a Grievance is filed after May 15 of any year, the Board shall use its best efforts to process such Grievance prior to the end of the school term, or as soon thereafter as possible.

F. Notwithstanding the expiration of this Agreement, any claim or Grievance arising thereunder may be processed through the Grievance procedure until resolution.

G. Rights to Representation.

1. The Association shall designate a representative to be present at all formal levels of the Grievance procedure.

2. The LISEA has the right to initiate Association Grievances. These Grievances may be initiated at either Level I or II, depending on where the decision being grieved originated. Grievances filed at Level II must be filed, in writing, within twenty (20) days from the alleged occurrence.

3. The LISEA shall have the exclusive right to determine whether or not to process a Grievance on behalf of a teacher or group of teachers at Level II, III, and IV of the Grievance procedure.

H. General Provisions.

1. A Grievance may be withdrawn at any level without establishing a precedent. A complaint or Grievance may be withdrawn at any level without prejudice or record.

2. Reasonable information necessary to the determination and processing of any grievance shall be furnished upon request.

3. Grievances shall be filed separately from the personnel file of the participants.

ARTICLE XX

LEAVES OF ABSENCE

A. Sick Leave

1. Each teacher covered by this Agreement shall accumulate one (1) sick day for every eighteen (18) days worked during the 185-day schedule. At the beginning of each school year, or upon employment, each teacher shall be credited with a sick leave day for each eighteen (18) working days remaining on the 185-day assignment (e.g. 10 days on the 185-day schedule). A bargaining unit employee will receive one sick day for every 25 scheduled work days during the extended schedule. If less than 25 extended schedule days are worked, additional sick days will not be credited. Unused sick days will carry over into the next school year. In cases where the teacher leaves the school system before the completion of the year, a deduction will be made from the final pay, if necessary, or he/she may apply to the SLIC for approval of days.

2. Teachers will be reimbursed for unused sick days in the following fashion:

   a. Forty-five ($45) dollars to be paid at the end of each school year for each unused sick day accumulated beyond ninety (90) days.

b. Teachers with a minimum of one (1) year of experience, who terminate employment, will be paid at the current rate as stated in part "a" above, for each unused day of sick leave accumulated.

c. Each teacher will be given a written statement by October 1, or upon employment, of the total number of sick leave credit.

3. The teacher may use all or any portion of his/her leave for emergency leave, or to recover from his/her own illness or disability. Emergency leave may be used for accidents or major illness in the teacher's immediate family or for making arrangements for medical or nursing care for a member of his/her immediate family.

4. Immediate family shall be defined as mother, father, sister, brother, husband, wife, children, grandparents, grandchildren, stepbrother, stepsister, stepmother, stepfather, stepson, stepdaughter, of a teacher and of his/her spouse, in-laws, including legal dependents living in the same household.

5. The established sick bank shall continue to function according to the following provisions.

a. The sick bank will be administered by the Association and be known as the SLIC (Sick Leave Inventory Committee). They may grant or deny leave day requests from the bank, provided notification of such action (number of days granted to individual employees, number of days remaining in bank) is made to the Business Office by the chairman of said Committee within fifteen (15) working days from the date the teacher required days from the sick bank. Goldenrod copy of sick leave forms will be retained for SLIC.

b. LISEA sick bank policies are as stated below:

1) Apply for sick bank days (SBD) within five (5) working days of return to work.

2) Member must have exhausted all of his/her sick leave days before applying for SBD.

3) Sick Leave Inventory Committee (SLIC) reserves the right to ask for a doctor's verification at any time.

4) The decision of the SLIC in granting SBD may not exceed the reserves of the Sick Leave Bank.

5) Days granted will be considered to be borrowed and will be repaid to the bank.

a) Days will be paid back at the minimum rate of three (3) per year, until paid in full.

b) The employee may, at his/her option, repay more than the required number of days at any time.

c) If employment is terminated before the days are repaid to the Bank, any remaining days owed will be deducted from the employee's balance of sick and/or personal business days.

6) A member may appeal decisions made by the SLIC to the Executive Board within five (5) working days of the notification by the SLIC.

7) The sick bank total is not to drop below fifty (50) and if so each teacher having days available will contribute one (1) day from his/her personal sick leave allotment.

8) LISEA sick bank days shall only be used for an employee's personal illness.

9) Sick leave bank days shall accumulate from year to year.

6. The Board shall pay the teacher's wage when disability extends beyond thirty (30) working days until the ninetieth calendar day. If after the termination of disability the employee again becomes disabled for the same or directly related cause, the later period of disability shall be considered a continuation of the previous period, unless the employee had actively worked full time for a period of at least six (6) months.

7. Teachers unable to perform their duties due to personal illness or disability and who have exhausted their sick leave days for which they are eligible shall be placed on an unpaid leave, subject to the following conditions:

a. Teachers returning within one (1) year shall be reinstated according to the provisions contained in a, b, and c of subsection M. 4. of this Article.

b. Teachers returning after one (1) year will return at the beginning of the semester following the end of disability, according to the terms of a, b, and c of subsection M. 4. of this Article. Such return is conditioned on the teacher providing the Superintendent with a doctor's statement indicating the teacher might possible return to work during the school year. If the teacher fails to provide such notification prior to the beginning of the appropriate school year (185-extended schedule) the teacher may return if an opening exists (Article XV, C. 3.), assuming said teacher has more seniority than the least senior affected teacher. If no position is available, they are placed on the layoff list.

c. The Board agrees to continue the teacher's insurance coverage for one (1) year while on long-term disability.

B. Personal Day Leave

At the beginning of the school year, or upon employment, each teacher shall be credited with two (2) days if he/she teaches 185 days. A bargaining unit employee will receive one half (1/2) personal business day for every 25 scheduled work days during the extended schedule. If less than 25 extended schedule days are worked, additional personal business days will not be credited. Personal business leave days shall be used for business which cannot be conducted except during school hours. A teacher planning to use a personal business leave day shall notify the designated administrator by submitting the appropriate form (see Appendix) at least three (3) days in advance, except in cases of emergency. Emergency days shall be granted without three days notification when in conformance with this Article. A teacher may be asked to explain the reason for the personal day(s) if the box marked "Other" is checked on the leave request form. In such an event, the day will be granted if it is an absence for business which cannot be conducted except during school hours. Personal leave days may be available for the practice of individual religious preferences. Personal business leave days and emergency days will not be granted for recreational or vacation purposes. Personal days not used will be credited to a teacher's accumulated sick leave at the end of the school year.

C. Jury Duty

A teacher called for jury duty or who is subpoenaed to testify during school hours in a judicial or administrative matter, or who shall be asked to testify in an arbitration or fact finding shall be paid his/her full salary without loss of leave or personal days for such time spent on jury or giving testimony.

Additional expenses for mileage or meals incurred by the teacher shall be deducted from the fees paid by the court and the balance of the fees is to be endorsed and submitted to the Lapeer County Intermediate School District. Administration may request written verification of Jury Duty participation.

D. Bereavement

1. Teachers will be allowed to use up to five (5) leave days without loss of pay for a death in the immediate family.

2. Teachers approved to attend the funeral as representatives of the Intermediate School District shall also be granted a Bereavement Leave without loss of pay.

E. Graduate Leave

Graduate Leave shall be granted without pay or fringe benefits to a maximum of five percent of the teachers on staff, and may be granted to ten percent of the teachers after three (3) years of service to the Intermediate School District for a one-year program of full-time graduate study. Should more than five percent of the teachers desire a Graduate Leave, determination of applicants will be according to seniority within the Intermediate School District. Full-time graduate study shall be defined as ten (10) semester hours per semester, unless otherwise specified by the University.

F. Conferences and Conventions

It shall be the intent of the Board to encourage professional growth through attendance of state and national conferences, conventions and workshops. A maximum of three (3) days per year may be allowed for professional conferences if approved by the designated administrator. The teachers granted conference leave shall submit a detailed report of its content within five (5) calendar days from return. Teachers planning to use a professional conference day(s) shall request approval from the designated administrator at least one (1) month in advance if possible.

An advisory committee may be established to develop operational guidelines.

G. Association Days

In the event that the LISEA is desirous of sending up to two (2) representatives to local, state, or national conferences conducted by the Association for the further cause of its own professional purposes or other business leave pertinent to the LISEA affairs, said representatives shall be excused, providing the frequency does not impair the quality effect of classroom instruction, and providing that said notice for leave has been submitted to the designated Administrator for his/her approval as soon as possible prior to the leave. The LISEA will reimburse the District for the cost of substitute teachers when provided.

H. Military Leave

Any employee who has left or leaves a position, other than a temporary position, in order to serve in any branch of the Armed Services of the United States and who upon termination of such services:

1. Receives an honorable discharge from the Armed Forces;

2. Is still qualified and competent to perform the duties of such position, and;

3. Makes application for re-employment within ninety (90) days after he/she is released from military service;

shall be restored, at the beginning of the semester or term following the application, to such position or to a position of like nature, seniority, status, and pay, unless circumstances have so changed as to make it impossible or unreasonable to do so.

Two Weeks Summer Leave. Any teacher required to serve a two-week military obligation may be required to make up the instructional time lost during said period or reimburse the school district the salary paid by the respective branch of the U. S. Armed Services in order to receive lost wages.

I. Personal Leave

An unpaid personal leave may be requested and the individual determination will be at the discretion of the Board of Education. Return rights will be determined at the time of request.

J. Child-Care Leave

An unpaid leave of absence shall be granted to a teacher for the purpose of child care. Child care will be defined as:

1. Prenatal.

2. Newborn infant.

3. Newly adopted child.

4. A child suffering from crippling, terminal, or other serious accident or illness.

The leave shall commence upon request of the teacher, provided that unless there is an emergency situation the teacher shall give at least one (1) month notice of intent for said leave.

It is further provided that:

1. The initial leave period shall be specified and may be for a period of up to one (1) year. The leave may be extended by written request of the teacher and approval of the Board.

2. Before returning to work, a physician's statement shall be filed by the teacher certifying his/her ability to resume his/her teaching responsibilities.

3. Said leave may be terminated at the teacher's request provided a position is available for which he/she is appropriately certified. Said teacher will retain return rights under the initial leave.

4. In the case of Child-Care Leave, the Board agrees to continue the teacher's health insurance coverage for a period of six (6) months from the date of commencement of the leave.

K. Sabbatical Leave

The Board may grant a professional teacher a Sabbatical Leave for professional improvement after employment by the Intermediate School District for at least seven (7) consecutive years. Leaves may not exceed one year.

While on leave, the teacher shall be considered to be in the employment of the Board. While on leave the teacher shall be compensated at a rate of 40 percent of the salary earned during the year immediately preceding the leave. Eligible benefits and leave privileges shall be continued for the teacher during the leave period.

An individual on an approved Sabbatical Leave of absence must return to the District for a period of not less than two (2) years after the completion of the Sabbatical Leave or return the full amount of pay received while on the granted Sabbatical Leave plus the cost of any benefit coverage during that period of time.

L. Return Provisions

Any teacher on leave shall be provided the following:

1. The granting of a leave will not interrupt seniority, sick days, salary and rights attendant thereto. Seniority will accrue for all paid leaves.

2. Teachers on an approved leave of absence, unless otherwise provided, may, at their expense, continue their fringe benefits, to the extent available by the respective insurance company.

3. Leave of absence forms will be provided in the Supervisor/Director/Administrative Office.

4. Teachers returning from a leave of absence during the same school year or prior to the beginning of the following school year will be reinstated in the following manner:

   a. Same position if it exists. If it does not exist, then;

   b. If a vacancy exists he/she will be returned to a position for which he/she meets the posted requirements (see Article XV, C. 3., a-e).

   c. Said teacher will be returned pursuant to the terms of Article XV, C., Part II.

5. Teachers granted an extension of a leave of absence will be returned to the system when an opening for which he/she meets the posted requirements (Article XV, C. 3., a-e) becomes available.

6. It shall be the responsibility of the teacher on leave to notify the Board, in writing, of his/her intent to return to work. On March 1 of every year, the Board shall mail to all teachers on leave a certified letter notifying said teacher of this obligation. Said teacher must notify the Board of Education of his/her intent to return to work the following school year by March 15. Failure to notify the Board of such intent within said time frame shall be considered voluntary termination of employment with the District.

ARTICLE XXI

FRINGE BENEFITS

A. Insurance

Pursuant to the authority set forth in the Michigan Public School Code as amended by Public Act 27, 1969, the Board agrees to offer, without cost to the employee, the following insurance protection:

PLAN A - For employees electing health insurance:

Health	MESSA Super Care 2
Long Term Disability	70% $4,000 Maximum 90 Calendar Days - Straight Wait Pre-Existing Condition Waiver Freeze on Offsets Alcoholism/Drug - same as any other illness Mental/Nervous - same as any other illness COLA WOP
Negotiated Life	$50,000 with AD&D
Vision	VSP-3+ (Calendar year for vision is April 1st through March 31st.)
Dental	Delta Dental with a benefit level of 100; 90 percent Class I and 90 percent Class II with $1,500 maximums, 90 percent to $2,000 Class III (includes

adult ortho), auto + 008 (Calendar year for dental benefits is May 1st through April 30th.)

If the teacher is eligible for other group dental care through a spouse, either within or outside the bargaining unit, he or she shall so inform the business office in writing and MESSA Delta Dental Plan C-03 (50-50-50) will be provided with $1,500/$2,000 ortho lifetime maximums. Benefits will be coordinated up to 100 percent of the dental charge. If the plan of the teacher's spouse will not coordinate benefits, the teacher may choose the 100:90/90 group or the 50-50-50 group.

PLAN B - For employees not electing health insurance

Long Term Disability	Same as above
Negotiated Life	Same as above
Vision	Same as above
Dental	Same as above
Option Money	$100 annuity payment per month

MESSA-PAK rate quotes for the coming year will be requested from MESSA by mutual letter by April 15 of each year.

1. In the event that the 1994-95 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1993-94 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1993-94 costs, the association president and chief negotiator will respond in writing by June 30, 1994 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:

    a. Reduce VSP-3+ coverage.
    b. Reduce LTD coverage from 70% to 66 2/3%.
    c. Reduce dental coverage from 100-90/90/90 with $2,000 with adult ortho, to 80/80/80 coverage with $2,000 with adult ortho.
    d. Implement SuperCare I with $100 deductible reimbursement by the Board.
    e. Implement SuperCare I with no deductible reimbursement by the Board.
    f. Adjust the salary schedule accordingly.

2. In the event that the 1995-96 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1994-95 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1994-95 costs, the association president and chief negotiator will respond in writing by June 30, 1995 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:

   a. Reduce VSP-3+ coverage.
   b. Reduce LTD coverage from 70% to 66 2/3%.
   c. Reduce dental coverage from 100-90/90/90 with $2,000 with adult ortho, to 80/80/80 coverage with $2,000 with adult ortho.
   d. Implement SuperCare I with $100 deductible reimbursement by the Board.
   e. Implement SuperCare I with no deductible reimbursement by the Board.
   f. Adjust the salary schedule accordingly.

3. In the event that the 1996-97 costs by category of maintaining MESSA-PAK (Plan A and Plan B) exceed the 1995-96 district costs for MESSA-PAK (Plan A and Plan B) insurance plus 7% change from the 1995-96 costs, the association president and chief negotiator will respond in writing by June 30, 1996 indicating one of the following options to enable the Lapeer County Intermediate School District Board of Education to recover the excess cost:

   a. Reduce VSP-3+ coverage.
   b. Reduce LTD coverage from 70% to 66 2/3%.
   c. Reduce dental coverage from 100-90/90/90 with $2,000 with adult ortho, to 80/80/80 coverage with $2,000 with adult ortho.
   d. Implement SuperCare I with $100 deductible reimbursement by the Board.
   e. Implement SuperCare I with no deductible reimbursement by the Board.
   f. Adjust the salary schedule accordingly.

4. If an employee elects to drop Employer health insurance coverage, the employee shall be paid $100 per month toward a Board approved annuity during the time coverage is not in effect. Article XVII, E. will be used for making appropriate annuity payments.

   Newly hired employees must exercise this option at the time of hire. Current employees may elect to drop or reinstate employer-provided health insurance effective July 1st of each year. To be effective, notice of the employee's election must be received by June 1st.

5. Employees working less than full time shall receive fringe benefits in proportion to the amount of time worked and may elect to receive the health care annuity option of an equal proportion should they choose not to take health care coverage.

6. Employees losing coverage under a spouse's plan at any time during the school

year will be eligible to resume coverage under this contract and will no longer receive the $100 per month annuity.

7. Open enrollment periods for health care will be the months of May and September.

8. Effective January 1, 1995, no bargaining unit member shall have duplicate coverage under both the Employer's health insurance and health insurance coverage of a spouse or other family member. Upon signing of this Agreement, each bargaining unit member shall be required to complete a statement indicating whether or not they have dual coverage. Employees who are covered under another policy shall have sixty (60) days to elect to continue coverage under that policy and to drop the Employer's coverage, or to continue coverage under the Employer's policy. If coverage with the Employer is elected, the Employee must certify to the Employer that he or she has been dropped from other coverage. Should an Employee fail to make the election in a timely fashion, the Employer shall have the right to drop the Employee from the Employer's coverage with thirty (30) days notice to the Employee.

   Employees who are covered under another health insurance policy must provide written authorization to permit the Employer to obtain necessary documentation from the other insurance carrier to confirm that coverage has been dropped.

   Employees who maintain duplicate coverage contrary to the terms of this provision shall be required to reimburse the Employer for the cost of the Employer-provided coverage for all months in which duplicate coverage was maintained by the Employee, said reimbursement to be made by payroll deductions.

   Employees whose spouses have mandatory health care coverage are exempt from the article.

ARTICLE XXII

COMPENSATION

A. The basic salaries of teachers covered by the Agreement are incorporated into a salary schedule format as presented in Appendix A. Such Appendix A, Salary Schedule, shall remain in effect during the designated periods.

B. The Salary Schedule, as set forth in Appendix A, is based upon the regular school calendar and the normal teaching assignment as defined in this Agreement. For teaching assignments in excess of the regular school calendar and the normal teaching load, teachers will be compensated at their individual hourly rates.

C. The teacher's hourly rate shall be based on the 185-day salary schedule. In order to compute the hourly rate, the following formula will be used:

$$\frac{\text{Teacher's Step on 185-Day Salary Schedule}}{\text{Minimum Contract Days (185)} \times \text{Maximum Hours per Day (6.5 working)}} = \frac{\text{Salary}}{1202.5} = \text{Hourly Rate}$$

D. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance. Mileage expense will be reimbursed at the IRS rate that is in effect on January 1st of the current year. The rate will be provided in writing by the Board appointed CPA firm. The same allowance, upon approval, shall be given for use of personal cars for field trips or other business in the District.

E. Graduate credits on the salary schedule are semester credit hours. Term credits shall be considered 2/3 of a semester credit.

Graduate credits to be considered for advancement on the salary schedule shall meet the following conditions:

1. Prior to advanced salary schedule requests beyond the BA, the teacher must notify the Superintendent's office by written statement on an "Additional Hours of Anticipated Course Work" form (see Appendix F). Written approval or reason for disapproval will be provided to the teacher in a timely fashion by the Superintendent.

2. Graduate credits must be in an area specifically related to the teacher's area of responsibility (for example, for a teacher of the mentally impaired, course work in the areas of behavior management, orthopedic, vision, or hearing impairments).

3. Applicable to a degree in the field of education or related to a field for which the teacher has responsibility.

The Board reserves the right to review a teacher's graduate credits and to consult the University Registrar regarding any question of relevancy of graduate hours toward placement on the salary schedule. The Board may request a university/college approved course of study.

For additional graduate credits to be reimbursed:

1. The business office must be notified before May 1 of the preceding school year of the anticipated credits, and;

2. Evidence of such additional graduate credits must be presented to the Administration prior to September 1 and verified within thirty (30) days.

F. Teachers will receive 1/30 of the difference between a BA and the MA at their current salary level for each graduate credit beyond the BA to a maximum of 45 hours beyond. Graduate credit hours beyond a BA +45 may be approved under special circumstances by the Superintendent. Present employees reimbursed for graduate credit hours beyond a BA +45 or MA 15 will continue to be reimbursed at that level. (see Appendix A)

G. Teachers on the 185-day schedule will have the option of receiving their salary in twenty-one (21) or twenty-six (26) pays (or, if appropriate, 27 pays). This information will be obtained by the business office during the first week of school.

H. In recognition of service to the school district, a payment of twenty-seven (27) percent of the teacher's last full year's wages will be paid one time only to any teacher leaving the school district, providing he/she has worked in the district a total of ten (10) years. Recognition of service pay as defined in this contract does not apply to any employee hired after July 1, 1994.

I. Teachers with twelve (12) years or more of continuous teaching service to the Lapeer County Intermediate School District shall receive, in addition to their salary, a salary supplement according to the following schedule:

12 years or more	1 1/2 percent
15 years or more	2 percent
20 years or more	2 1/2 percent
25 years or more	3 percent

J. Positions for extracurricular activities shall be offered to bargaining unit members first. When vacancies occur for the following school year, positions will be posted by May first, for ten (10) working days. If a vacancy occurs during the school year, the position will be posted for five (5) working days. Only when there are no bargaining unit members applying for extracurricular positions who meet necessary qualifications to hold such positions shall non-bargaining unit members be utilized for these positions. Positions held by non-bargaining unit members shall be posted annually.

K. Employees working more days than his/her calendar (i.e. Article III, A) shall be compensated based on his/her daily rate for said days.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

B. This Agreement shall supersede any rules, regulations, or practices which shall be contrary to or inconsistent with its terms.

C. If any provision of this Agreement or any application of the Agreement to teacher or any group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. If a teacher feels that in his/her reasonable judgment the instructional aide assigned to his/her room is performing in an unsatisfactory manner, the teacher shall provide the appropriate administrator with a written statement of reasons for dissatisfaction.

E. Reference to a specific Board Policy incorporated in this Agreement cannot be altered without prior negotiations with the Association.

F. In the event that it is anticipated this District shall be combined with one or more districts, the Board shall provide written recommendations for continued employment for staff whose evaluations have been satisfactory.

G. The Board's Administrative representative and the Association shall meet, as necessary, for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the Grievance procedure.

Each party will submit, when possible, an agenda covering what they wish to discuss three (3) working days prior to the meeting.

Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Association, provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

H. There shall be three (3) signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association and one by the Superintendent.

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

J. In the event of annexation, consolidation or other reorganization of the Intermediate School District, terms of this Agreement will be honored to the extent permitted by law.

K. The Board agrees that it will not subcontract bargaining unit work, subject to the following condition. In the event the Board is unable to hire a bargaining unit member to provide mandated service, such services may be contracted.

L. A Dual Insurance Coverage Statement will be completed by each LISEA member.

ARTICLE XXIV
DURATION OF AGREEMENT

A. This Agreement shall be effective as of August 30, 1994, and shall continue until 12:01 a.m. of the first scheduled work day of teachers on the 185-day schedule for the school year 1996-97. The seniority and salary provisions shall be retroactive to July 1, 1994.

If pursuant to negotiations, an agreement on the renewal, or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for specific period or periods by mutual written agreement of the parties.

B. Copies of this Agreement, titled "Agreement between the Lapeer County Intermediate School District Board of Education and the Lapeer Intermediate Special Education Association, 1994-97," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and copies presented to all teachers now employed, or hereafter employed by the Board.

There shall be ten (10) additional copies of the Agreement sent to the President of the Association.

The Board shall provide to all teachers now employed, or hereafter employed by the Board, an explanation of the fringe benefit package.

C. In Witness Thereof, the parties have executed this Agreement by their duly authorized representatives.

BY _____ BY _____
President President

BY _____ BY _____
Vice President Vice President

BY _____ BY _____

Chief Negotiator Member

BY _____ BY _____

Negotiation Member Member

BY _____

Negotiation Member

APPENDIX A
SALARY SCHEDULE

180-Day Schedule

Year	BA	BA + 30 MA
	1994-95	
0	28,414	32,448
1	30,838	34,169
2	32,448	35,986
3	34,142	37,900
4	35,927	39.915
5	37,805	42,034
6	39,781	44,271
7	41,864	46,630
8	44,053	49,112
9	46,355	51,724
10	48,786	54,478
	1995-96	
0	29,181	33,324
1	31,671	35,092
2	33,324	36,958
3	35,064	38,923
4	36,897	40,993
5	38,826	43,169
6	40,855	45,466
7	42,994	47,889
8	45,242	50,438
9	47,607	53,121
10	50,103	55,949
	1996-97	
0	29,969	34,224
1	32,526	36,039
2	34,224	37,956
3	36,011	39,974
4	37,893	42,100
5	39,874	44,335
6	41,958	46,694
7	44,155	49,182
8	46,464	51,800
9	48,892	54,555
10	51,456	57,460

Compensation for Extended Schedule positions will be an additional 17% of their 185-day salary.

APPENDIX A

SPECIAL COMPENSATION SCHEDULE

The following employees will have the designated amount added to the final computation of their annual contract per NOTE: ARTICLE XXII (F).

Tom Adams	420 (1/2)
Fred Haver	840
Linda Stoetzer	840

APPENDIX B
OFFICIAL GRIEVANCE

Number_____

Name_____ Date Filed_____

School_____ Date Grievance Occurred_____

Level Submitted_____ Individual Grievance_____

Association Grievance_____

(Attach additional sheets where necessary)

Contract Citations:

Statement of Grievance:

Relief Sought:

_____
Signature of Grievant

SIGNATURE INDICATING RECEIPT OF FORM _____

Date Signed_____

Submit all copies to principal or secretary. The principal or secretary will sign and date receipt.

Distribution: One copy each to: Association Office, Personnel Office, Principal, Grievant

APPENDIX D

LETTERS OF UNDERSTANDING

LETTER I
DISTRICT COURIER

A. Mail will be sent to outlying Intermediate School District employees on each Monday, Wednesday, and Friday, via the Intermediate School District carrier.

B. In order for mail to be sent on the next scheduled delivery, it should be placed in appropriate mailboxes (address items to specific individuals by designated buildings) prior to 11 a.m.

To: LISEA Members

From: Roger Brown, Director of Finance

Re: Dual Insurance Coverage Statement

Date: January 2, 1995

According to the terms of the 1994-97 LISEA agreement, effective January 1, 1995 each member must complete a Dual Insurance Coverage Statement. Please complete the following and return to the business office prior to Monday, January 16, 1995.

Dual Insurance Coverage Statement

Under the provisions of the 1994-97 Lapeer Intermediate Special Education Association contract, I unerstand that dual health insurance coverage is not allowed and that I have 60 days to elect health insurance coverage provided by the Lapeer County Intermediate School District or the health insurance coverage provided by the employer of my spouse.

_____

Signature

_____

Date

MEMORANDUM

To: LISEA Members

From: Roger Brown, Director of Finance

Re: Dual Insurance Coverage Statement

Date: January 13, 1995

According to the terms of the 1994-97 LISEA agreement, effective January 1, 1995 each member must complete a Dual Insurance Coverage Statement. Please complete the following and return to the business office prior to Monday, January 23, 1995.

Dual Insurance Coverage Statement

Under the provisions of the 1994-97 Lapeer Intermediate Special Education Association contract, I unerstand that dual health insurance coverage is not allowed and that I have 60 days to elect health insurance coverage provided by the Lapeer County Intermediate School District or the health insurance coverage provided by the employer of my spouse.

_____

Signature

_____

Date

RB/cr