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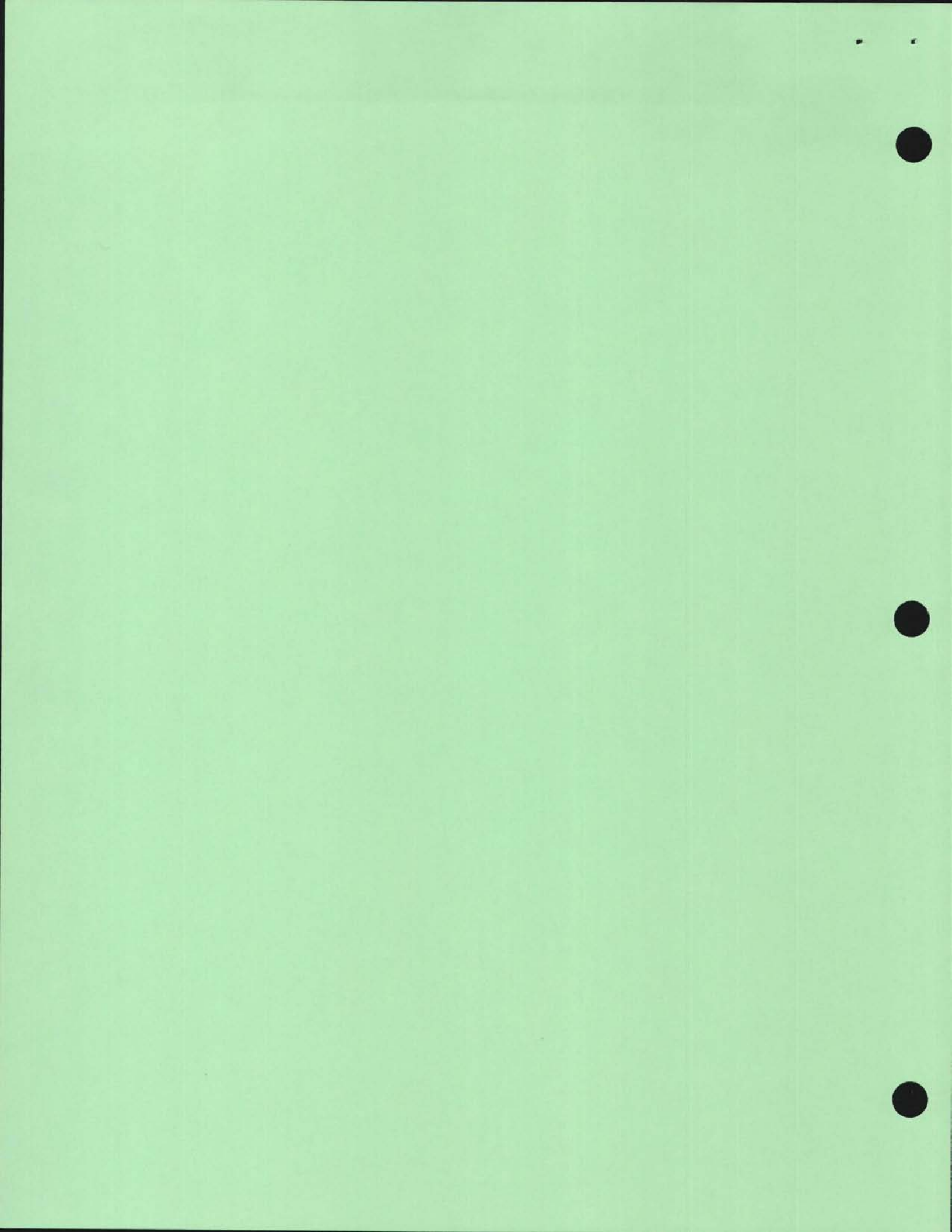
8/31/97

*Lenawee Intermediate School District*

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

August 1994 - August 1997





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## ARTICLE I: Recognition and Term

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3 A. The Board recognizes the Association as the sole and exclusive bargaining agent for  
4 all professional Special Education and Special Services personnel, and Teacher  
5 Assistants who assist those personnel, who are employed by the Board. A list of those  
6 positions that are included in and excluded from the bargaining unit are listed in  
7 Appendix I.  
8  
9 B. Newly created job categories will be included within the bargaining unit upon  
10 agreement of the parties. If the parties cannot reach agreement on the inclusion or  
11 exclusion of a newly created position within thirty (30) days, either party may submit the  
12 dispute to the Michigan Employment Relations Commission (MERC).  
13  
14 C. Any substitute employed in the same position for sixty (60) consecutive days on a full-  
15 time basis shall be thereafter granted a salary not less than the minimum salary on the  
16 current salary schedule. A substitute employed in the same position for 120  
17 consecutive days on a full-time basis shall be thereafter accorded the full rights of this  
18 agreement.  
19  
20 D. The Board agrees not to negotiate with, or recognize, any employees' organization  
21 other than the Association for the above specified job classifications for the duration of  
22 the Agreement.  
23  
24 E. This contract shall commence on the 29th day of August, 1994 and terminate on the  
25 31st day of August, 1997 at 11:59 p.m.  
26

1  
2 **ARTICLE II: Association and Employee Rights**  
3

- 4 A. The Board and the Association agree that they will not directly or indirectly discourage  
5 or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336  
6 of 1947 as amended or other laws of Michigan or the United States, or the Constitution  
7 of Michigan and the United States.  
8
- 9 B. The Association shall have the right, so long as in compliance with the reasonable rules  
10 and regulations of the Board, to use a room within a building of the Board at  
11 reasonable hours for meetings while this contract is in full force and effect, provided  
12 they have prior approval from the Assistant Superintendent of Special Education, the  
13 Superintendent, or designee.  
14
- 15 C. The bulletin boards, office equipment, and telephones shall be made available when  
16 not otherwise in use to the Association at no expense to the Board. The Association  
17 shall be responsible for any materials placed upon the bulletin boards by the  
18 Association officers. The Association may use the inter-office mail services and  
19 employee mail boxes for communication to professional personnel.  
20
- 21 D. The Board agrees to furnish two copies to the Association in response to requests from  
22 time-to-time, available public information concerning the financial resources of the  
23 district; tentative budgetary requirements and allocations and such other generally  
24 available information as will assist the Association in developing intelligent, collective  
25 bargaining requests and necessary information to process a grievance. Such  
26 information shall be supplied within 30 days if available in the requested form.  
27
- 28 E. An employee shall be entitled to have present a representative of the Association when  
29 s/he has been called in to be reprimanded, warned or disciplined for any infraction of  
30 discipline or delinquency in professional performance. When a request for such  
31 representation is made, no action shall be taken with respect to the employee until such  
32 representative of the association is present or no later than two (2) working days after  
33 request for such representation was made.  
34
- 35 F. Whenever the administration or Board is seriously contemplating a particular significant  
36 curriculum change, the affected bargaining unit members shall be invited to give input  
37 into such change.  
38
- 39 G. The Board agrees that it will not discriminate against any bargaining unit member in the  
40 application of this Agreement or in other ways because of the employee's race, creed,  
41 religion, color, national origin or ancestry, age, sex, marital status, or physical  
42 characteristics.  
43
- 44 H. The Board shall provide up to two (2) days of release time without loss of pay or other  
45 benefits for bargaining unit members to perform tasks for the Association. The  
46 President of the Association shall notify in writing as soon as possible the  
47 Superintendent or his/her designee when and to whom such days are to be granted.  
48
- 49 I. The Board shall distribute all policies which employees should follow, to all employees  
50 each year.

**ARTICLE III: Board of Education Rights**

- 1  
2  
3 A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by  
4 the Board of Education, except those which are clearly and expressly relinquished  
5 herein by the Board, shall continue to vest exclusively in and be exercised exclusively  
6 by the Board without prior negotiations with the Association either as to the taking of  
7 action under such rights or with respect to the consequence of such action during the  
8 term of this Agreement. The Board, on its own behalf and on behalf of the electors of  
9 the school district, hereby retains and reserves unto itself without limitation all powers,  
10 rights, authority, duties and responsibilities conferred upon and vested in it by the laws  
11 and the Constitutions of the State of Michigan and the United States, including but  
12 without limiting the generality of the foregoing, the right:  
13  
14 1. To the executive management and administrative control of the Lenawee  
15 Intermediate School District and the Lenawee Special Education Special  
16 Services, including the properties and facilities of the district, and the activities of  
17 its employees during the school day.  
18  
19 2. To hire all employees and subject to provisions of law, to determine their  
20 qualifications and the conditions for their continued employment or their dismissal  
21 or demotion; and to promote and transfer all such employees.  
22  
23 B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by  
24 the Board, shall be limited only by the specific and express terms of this Agreement  
25 and then only to the extent such specific and express terms hereof are in conformance  
26 with the Constitution and laws of the State of Michigan and the Constitution and laws of  
27 the United States.

## ARTICLE IV: Professional Dues or Fees and Payroll Deductions

A. It is expressly understood that membership in the Association shall not be a condition of employment. It is further understood that each employee shall pay their fair share of negotiation expenses as certified to the Board of Education, and said fees will be payroll deducted in the same manner as dues are collected or by direct payment to the Association. Failure to pay dues or representation benefit fees shall be cause for dismissal.

All regular full-time and regular part-time employees, as a condition of continued employment, shall either:

1. Sign and deliver to the Board an assignment form authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year-to-year unless revoked in writing;

or

2. Cause to be paid to the Association a representation benefit fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within sixty (60) days after the commencement of employment. The Association shall deliver to the Superintendent on or before the 15th of September of each year of this contract, a written statement specifying the amount of the non-member's representation benefit fee.

3. Part-time professional personnel, other than those excluded, shall pay a proportionate share of either membership dues or the representation benefit fees as determined by the Association.

B. In the event neither of the provisions of Paragraph A. are met, the Board, upon receiving a written and signed complaint from the Association indicating the employee has failed to comply with either condition, shall process said complaint in accordance with the Public Employee Relations Act, the charging party being the Association, the Board shall immediately notify said employee his/her services shall be discontinued at the end of the then current school year unless prior to employing a replacement, the Board of Education shall receive written notification and the employee that the dues or non-member's representation benefit fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new employee to replace an employee whose services have been discontinued under the terms of this Article, then and in that event, neither Association nor the employee shall have the right to withdraw said complaint, it being recognized by the Association and any employee employed under the terms of this contract that the Board has a reasonable right to proceed to replace an employee against whom charges have been filed under the terms of this Article. The refusal of an employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

- 51 C. The Board agrees to deduct from the salaries of employees, dues, and contributions for  
52 the Lenawee Intermediate Education Association, the Lenawee County Education  
53 Association, the Michigan Education Association, and the National Education  
54 Association, or a non-member's representation benefit fee when voluntarily authorized  
55 in writing by each employee desirous of having such dues deducted.  
56
- 57 D. Pursuant to the above stated authorization, the Board shall deduct dues in twenty (20)  
58 equal installments from the bi-weekly pay periods, commencing the month of  
59 September and terminating in the month of June.  
60
- 61 E. Dues authorization shall be filed with the Payroll Coordinator of the Lenawee  
62 Intermediate School District no later than the 15th day of September of each year of  
63 this contract, to become effective with the first scheduled dues deduction in the coming  
64 school year. Dues authorization filed after the 15th of September of each year shall not  
65 be honored for payroll deductions unless said employee was not employed prior to the  
66 above stated date.  
67
- 68 F. Dues authorization filed with the Payroll Coordinator of the Lenawee Intermediate  
69 School District shall continue in effect until revocation form, in writing, is signed by the  
70 employee and filed with said Payroll Coordinator and with the Association President or  
71 Treasurer. It is expressly understood that the Payroll Coordinator need honor only one  
72 (1) authorization form per year.  
73
- 74 G. The Association shall on or before the 15th day of September of each school year, give  
75 written notification to the Payroll Coordinator of the Lenawee Intermediate School  
76 District of the amount of its dues and those of the MEA and NEA, which dues are to be  
77 deducted in the coming school year under such dues authorizations. The amounts of  
78 deductions for these dues as per said written notification shall not be subject to change  
79 during the entire school year.  
80
- 81 H. Dues deductions, along with an alphabetical list of employees, shall be transmitted by  
82 the payroll office to the Lenawee Intermediate Education Association Treasurer,  
83 located at the following address.  
84
- 85 Milton C. Porter Education Center  
86 2946 Sutton Road  
87 Adrian, MI 49221  
88
- 89 I. All refunds claimed for dues shall be the sole responsibility of the Association. The  
90 Association agrees to reimburse any employee for the amount of any dues deducted by  
91 the Board and paid to the Association, which deduction is by error in excess of the  
92 proper deduction, and agrees to hold the Board harmless from any and all claims of  
93 excessive dues deductions.  
94
- 95 J. Any dispute between the Association and the Board which may arise as to whether an  
96 employee properly executed or properly revoked an authorization form pursuant to this  
97 Article shall be reviewed with the employee by the representative of the Board. Until  
98 the matter is disposed of, no further deductions shall be made. The Board assumes no  
99 liability for authenticity, execution, or revocation of the authorization form.  
100



101 K. In the event of any action against the Board brought in a court or administrative agency  
102 because of its compliance with this Article, the Association agrees to defend such  
103 action at its own expense and through counsel of its choice approved by the Board of  
104 Education. The Board notifies the Association of such action as soon as practicable.  
105

106 The Board shall give cooperation to the Association and its counsel in preparation for  
107 any court or administrative agency action which results from compliance with this  
108 Article.  
109

110 The Association agrees that in any action so defended, it will indemnify and hold  
111 harmless the Board from any liability for damages and costs imposed by a judgment of  
112 a court or administrative agency as a direct consequence of the Board's compliance  
113 with the Article.  
114

115 L. Upon appropriate written authorization form from the employee, the Board shall deduct  
116 from the salary of any employee and make appropriate remittance for other payroll  
117 deductions as authorized by the Board or plans jointly approved by the Association and  
118 the Board. Such deductions include:  
119

- 120 1. Insurance
- 121 2. Association Dues and Political Contributions
- 122 3. Savings Bond
- 123 4. LENCO Credit Union
- 124 5. Annuities
- 125 6. United Fund
- 126 7. Representation Benefit Fee
- 127



## ARTICLE V : Professional Compensations

- 1  
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3 A. 1. The salaries of employees covered by this Agreement are set forth in Schedule A.  
4  
5 2. All items within this contract shall remain unchanged during the three-year term of  
6 this Agreement and neither party may require the other to enter into negotiations  
7 for the purpose of altering or amending same, but can be reopened if mutually  
8 agreed upon by both parties.  
9

- 10 B. 1. The salary schedule for all full-time employees is based upon a normal working  
11 year as defined in Article VI, Paragraph A. Part-time employees shall be paid in  
12 proportion to time worked on the same salary schedule for full-time employees.  
13 The following fringe benefits only are to be prorated for part-time employees:  
14 personal days, sick days, and health and medical insurance.  
15

- 16 2. Anyone working 125 days or more in a contract year will move up one step on the  
17 salary schedule. This includes days worked in an extended year program.  
18 Employees working less than 125 days in a contract year can add the  
19 accumulated days until they have acquired 125. Then said employee will be  
20 entitled to an additional salary schedule step on their next annual contract.  
21 Following such a step increase, the employee will begin accumulating days from  
22 zero. Those employees who have accumulated days since July 1, 1991 will be  
23 given credit for years accumulated and will be given credit for those years  
24 beginning with the 1994-95 contract year.  
25

26 See examples below:  
27

28	a.	1991-92	STEP 7	74 days worked
29		1992-93	STEP 7	110 days worked
30		1993-94	STEP 7	110 days worked
31		*1994-95	STEP 8	Carryover days = 110 days from 1993-94
32				
33	b.	1991-92	STEP 8	67 days worked
34		1992-93	STEP 8	44 days worked
35		1993-94	STEP 8	69 ½ days worked
36		*1994-95	STEP 9	Carryover days = 0
37				
38	c.	1992-93	STEP 8	110 days worked
39		1993-94	STEP 8	147 days worked
40		*1994-95	STEP 9	Carryover days = 110 days from 1992-93
41				
42	d.	1991-92	STEP 2	110 days worked
43		1992-93	STEP 2	120 days worked
44		1993-94	STEP 2	83 days worked
45		*1994-95	STEP 3	Carryover days = 83 days from 1993-94
46				

- 47  
48 C. Mileage will be paid to LIEA staff for all work related travel from the employee's first  
49 stop in the morning through their last work site at the end of the day. Mileage vouchers

50 will be due at the Assistant Superintendent's office once a month and reimbursement  
51 checks will be distributed for mileage once a month.

52  
53 Reimbursement for approved school district mileage for all LIEA staff shall be the  
54 maximum amount allowed by the IRS which does not have to be reported to the IRS as  
55 part of gross income.

- 56  
57 D. The Board recognizes the importance of attendance at state, national and other  
58 professional conferences and visitations appropriate to the discipline. Upon approval of  
59 the Assistant Superintendent of Special Education, the Board will permit its employees  
60 to attend such approved meetings without loss of salary. Each professional person will  
61 be reimbursed at a maximum of \$200.00 per year. Teacher Assistants may be allowed  
62 two visitation days per year and will be reimbursed for mileage and one meal per day.

1  
2 **ARTICLE VI: School Calendar**  
3

4 A. Special Education Special Services staff other than those hired on a twelve-month  
5 basis shall work according to the school calendar.  
6

7 B. The school calendar for special education professional staff shall provide for release  
8 time for parent conferences and report days when children shall not be in attendance,  
9 provided the children are in attendance the number of days prescribed by statute.  
10 Teacher assistants shall report for duty on such days to perform work previously  
11 planned with the teacher.  
12

13 C. The following legal holidays shall be observed: New Year's Day, Memorial Day,  
14 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.  
15  
16

17 D. 1 The 94-95 school calendar shall consist of one hundred eighty-one (181)  
18 scheduled days of student instruction, two (2) full inservice days, and two (2)  
19 teacher records' days. The total annual salary of each teacher is based upon  
20 one hundred eighty-five (185) work days. Teachers in programs requiring 230  
21 student instruction days shall be paid at their daily rate for their days beyond the  
22 185 required days.  
23

24 The 95-96 school calendar shall consist of one hundred eighty-one (181)  
25 scheduled days of student instruction, three (3) full inservice days, and two (2)  
26 teacher records' days. The total annual salary of each teacher is based upon one  
27 hundred eighty-six (186) work days. Teachers in programs requiring 230 student  
28 instruction days shall be paid at their daily rate for their days beyond the 186  
29 required days.  
30

31 The 96-97 school calendar shall consist of one hundred eighty-one (181)  
32 scheduled days of student instruction, three (3) full inservice days, and two (2)  
33 teacher records' days and one half (1/2) work day. The total annual salary of  
34 each teacher is based upon one hundred eighty-six and a half (186.5) work days.  
35 Teachers in programs requiring 230 student instruction days shall be paid at their  
36 daily rate for their days beyond the 186.5 required days.  
37

38 2 The parties enter in this agreement with the mutual understanding that the  
39 provisions of the State School Aid (PA 239 of 1984) do not require the  
40 Intermediate School District to reschedule days of student instruction lost because  
41 of conditions not within the control of school authorities such as inclement  
42 weather, fires, epidemics, mechanical failure, health conditions as defined by the  
43 city, county, or state health authorities, or other "Acts of God." The parties further  
44 understand and assume that the ISD will be permitted to count said days as days  
45 of student instruction for purposes of meeting the one hundred eighty (180) day  
46 attendance requirements (two hundred thirty (230) days in certain programs) and  
47 for purposes of receiving state aid in accordance with the State School Aid Act.  
48

49 Given the mutual understandings recited above, the parties agree that when an  
50 "Act of God" or an employer directive forces the closing of school or other facility

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due to the conditions enumerated above, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

3. However, in the event that the ISD is not permitted to count the days of instruction lost due to the conditions enumerated in paragraph II for purposes of the State School Aid Act (PA 239 of 1984) as days of student attendance due to interpretation by Michigan Department of Education, proper judicial authority or legislative act, the provisions of paragraph II shall become void and the following provisions shall become immediately operative:

Teachers will not be required to report and shall receive their regular pay for scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical failure, health conditions as defined by the city, county, or state health authorities, or other Acts of God. Such canceled instruction days shall be made up at the end of the school year unless negotiated differently. This negotiations shall include scheduling of make up days for individual bargaining unit members in consideration of their job responsibilities. If the parties have not reached agreement within sixty (60) days of the date the action causing the ISD to make up days, or if the sixty (60) days conflict with any law, mandate or county decision, then the time shall be reduced accordingly. Bargaining unit members shall perform work up to 180 student instruction days with no additional compensation.

## ARTICLE VII: Working Hours

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3 A. 1. Classroom employees at the Maurice Spear Campus and Porter Center (including  
4 PPI employees) agree to be at their work stations fifteen (15) minutes prior to the  
5 start of the instructional day and to leave not less than fifteen (15) minutes after  
6 the end of the instructional school day. Employees at the Maurice Spear Campus  
7 will be in their classroom fifteen (15) minutes before the beginning of the first  
8 class period.  
9
- 10 2 All classroom employees whose job location is a particular building in a local  
11 school district shall keep the same number of hours of the professional staff in the  
12 building they are assigned. The exact schedule of the hours shall be determined  
13 by the supervisor.  
14
- 15 B. Classroom employees at the Porter Center (including PPI employees), Maurice Spear  
16 Campus and the Laura Haviland Campus shall be entitled to thirty (30) minutes of relief  
17 time per day and an additional thirty (30) minutes of planning time per day. During the  
18 summer session, classroom employees at the Porter Center shall be entitled to fifteen  
19 (15) minutes of relief time each day during the student day and an additional thirty (30)  
20 minutes of planning time each day prior to the start of the student day. This shall  
21 include time for lunch. The teacher and the teacher assistant must jointly be with the  
22 students for not less than five (5) hours of instruction per day during the regular school  
23 year. Teachers and Teacher Assistants who are employed in programs that are state  
24 mandated for more than 180 students days, must jointly be with the students for not  
25 less than four and one-half (4 1/2) hours of instruction per day during the summer  
26 session.  
27
- 28 C. An employee engaged during the school day in negotiating on behalf of the Association  
29 with any representative of the Board or participating in any professional grievance  
30 negotiation, including mediation or arbitration, shall be released from regular duties  
31 without loss of salary at the discretion of the Board.  
32
- 33 D. IEPC's and subsequent review meetings shall be held during regular school hours  
34 whenever possible. Employees who are expected to attend such meetings shall be  
35 released from their regular duties.  
36
- 37 E. 1. The Milton C. Porter Education Center Campus Programs and Laura Haviland  
38 Program: IEPC's and subsequent review meetings for all students in the Milton C.  
39 Porter Education Center classroom programs and Laura Haviland Program will be  
40 scheduled by the administration in consultation with those expected to attend.  
41 Notices and subsequent changes in schedules of meetings shall be provided to  
42 all participants as soon as possible. The parties understand that some meetings  
43 will have to be scheduled outside of regular school hours due to parental work  
44 schedules. The administrator and all requested participants will be in attendance.  
45 Annual mid-year parent-teacher conferences to review student IEP progress shall  
46 be scheduled in conjunction with a one-half (1/2) day of school for students.  
47 Conferences will be held in the afternoon and evening. All teacher assistants  
48 shall attend a one-half day of inservice training, or other pre-arranged activity,  
49 during the conferences as approved by the program supervisor. All staff  
50 participating either in the conferences, inservice, or other activities as arranged by



51 the program supervisor shall be released the following afternoon as  
52 compensation. Students shall attend classes one-half (1/2) day on both days.

- 53
- 54 2. Maurice Spear Campus teachers who attend parent/teacher conferences outside  
55 their approved schedule shall be granted two (2) half (1/2) days for compensatory  
56 time per school year. This compensatory time shall be scheduled in advance  
57 between the teacher and his/her supervisor and used non-accumulatively one-half  
58 (1/2) day per semester. Compensatory time shall not be granted when the  
59 teacher would miss a regularly scheduled LISD in-service, which the teacher is  
60 expected to attend.
- 61
- 62 3. LIEA itinerant staff who attend IEPC meetings, IFSP activities, and/or  
63 parent/teacher conferences (including home visits) outside their routine approved  
64 schedule, either traditional or flexible, shall be granted two (2), half (1/2) days for  
65 compensatory time per school year. This compensatory time shall be scheduled  
66 in advance between the employee and his/her supervisor and used non-  
67 accumulatively one half (1/2) day per semester on non-student days. This  
68 compensatory time shall not be granted when there is a regional meeting,  
69 departmental meeting, or LISD in-service scheduled, which the employee is  
70 expected to attend.
- 71
- 72 4. LIEA teachers at the Laura Haviland Program, Porter Center On-Campus  
73 Programs, the Community Classroom, and Preschool (PPI) Programs, who attend  
74 IEPC meetings and/or parent/teacher conferences outside their routine approved  
75 schedule, either traditional or flexible, shall be granted two (2) half (1/2) days for  
76 compensatory time per school year. One (1) of these half (1/2) day compensatory  
77 times shall be scheduled per Article VII, E-1, in connection with the annual mid-  
78 year parent/teacher conferences and its corresponding early release of staff at  
79 later date. The other one-half (1/2) day of compensatory time shall be scheduled  
80 in advance between the employee and his/her supervisor and used non-  
81 accumulatively one-half (1/2) day per semester. Further, compensatory time shall  
82 not be granted when the teacher would miss a regularly scheduled all staff  
83 meeting, at his/her assigned program, or when an LISD in-service is scheduled,  
84 which the teacher is expected to attend.
- 85
- 86 5. LIEA classroom teachers (Level III for example POHI, HI, AI, PPI, and TMI) housed  
87 in local school districts, who attend parent/teacher conferences outside their  
88 routine approved schedule, either traditional or flexible, shall follow the local  
89 district schedule for compensatory time. In addition, these classroom teachers,  
90 who attend IEPC meetings and/or other student related meetings, held outside of  
91 approved schedule, either traditional or flexible, shall be granted one half (1/2)  
92 day of compensatory time per school year. This compensatory time shall be  
93 scheduled in advance between the employee and his/her supervisor. Further,  
94 compensatory time shall not be granted when the teacher would miss a regularly  
95 scheduled LISD in-service, which the teacher is expected to attend.



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6. LIEA teacher assistants at the Porter Center (on campus), Preschool Programs, and Laura Haviland Program, who attend LISD Professional Development Teacher Assistant Academy training, and/or other supervisor-approved activities, outside their routine approved schedule, either traditional or flexible, shall be granted two (2) half (1/2) days for compensatory time per school year. One (1) of these half (1/2) day compensatory times shall be scheduled per Article VII, E-1, in connection with the annual mid-year parent/teacher conferences and its corresponding early release of staff at a later date. The other half (1/2) day of compensatory time is non-accumulative and shall be scheduled in advance between the employee and his/her supervisor. This compensatory time shall not be granted when the teacher assistant would miss a regularly scheduled all staff meeting in the program to which he/she is assigned, or a regularly scheduled LISD in-service, which the teacher assistant is expected to attend.
  7. Level III teacher assistants assigned to LISD classroom programs in local districts, who attend LISD Professional Development Teacher Assistant Academy training or other prearranged supervisor-approved activities, outside their routine approved schedule, either traditional or flexible, shall be granted compensatory time as scheduled in the local district calendar for parent/teacher conferences, which shall be at least two (2) non-accumulative half (1/2) days.
  8. LIEA professional staff housed at the LISD Vo-Tech Center, who attend parent/teacher conferences outside their routine approved schedule, either traditional or flexible, shall follow the LISD Vo-Tech schedule for compensatory time. In addition, these professional staff, who attend IEPC meetings and/or other student related meetings, held outside of approved schedule, either traditional or flexible, shall be granted one half (1/2) day of compensatory time per school year. This compensatory time shall be scheduled in advance between the employee and his/her supervisor. Further, compensatory time shall not be granted when the employee would miss a regularly schedule LISD in-service, which the employee is expected to attend.

128 F. Employees assigned to schools which are not in session on LIEA staff scheduled work  
129 days shall be reassigned by the Superintendent or his/her designee.  
130

131 G. All employees shall be required to attend meetings scheduled by the administration up  
132 to a maximum of two (2) hours per month beyond regular working hours Monday  
133 through Friday. Every effort will be made to provide one week advance notice of a  
134 meeting except in case of an emergency.  
135

136 H. The length of the working day for all itinerant employees shall be the average of the  
137 length of the school day for all public school teachers in the LISD Lunch shall be  
138 excluded in this calculation in both instances. The formula is as follows:  
139

140 The length of each local public school building's teacher day shall be multiplied by the  
141 number of teachers assigned to that building as of September 7 of each school year.  
142 Add all of the totals and then divide by the total number of teachers. That product will  
143 be the average local teacher's school day.  
144

145 In no case shall the length of the working day be less than 6 hours, 25 minutes.  
146

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

- 148
- 149 1. Staff may enter into a flexible scheduling assignment/work day on a voluntary
- 150 basis to work their required work hours as defined in ARTICLE VII within a
- 151 different configuration. Any new position may be implemented with flexible
- 152 scheduling and current staff shall be given preference. If existing staff is not
- 153 selected for that position, then the district shall fill the position from the outside.
- 154 Any flexible assignment may include Saturdays and/or; evenings. Staff is not
- 155 required but may elect to work on Saturday with administrative approval.
- 156
- 157 2. A staff member has the option of transferring out of a flexible scheduling position
- 158 by giving notice to the Director of Personnel no later than April 15. Any request
- 159 shall be honored.
- 160
- 161 3. When considering a flexible schedule assignment, the concern of the safety and
- 162 security of the employee shall be paramount.
- 163
- 164 4. If there is a schedule conflict between the employee and the client, such conflict
- 165 shall be mutually resolved.
- 166
- 167 5. If there is a question of meeting the flexible schedule requirements, the ISD
- 168 supervisor shall first discuss the issue with the employee. In the event a concern
- 169 still exists, the employee may be required to present a written accounting of their
- 170 time schedule to the supervisor.
- 171
- 172 6. The employee shall be entitled to LIEA representation during all conferences.
- 173
- 174 7. The above flexible scheduling assignment plan shall be a pilot program for the
- 175 duration of this contract. At the conclusion of each school year, the plan will be
- 176 jointly evaluated by the district and the LIEA. At no time as a result of this plan
- 177 shall any member of the bargaining unit be deprived any professional advantage
- 178 or rights under this contract.
- 179
- 180 8. In the event there is a staff reduction or program reduction and the district needs
- 181 to reduce staff in a flexible staffing position, then the first position(s) that would be
- 182 reduced would be the flexible staffing position(s) unless there is mutual
- 183 agreement otherwise.
- 184

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

- 186
- 187 1. Staff may enter into a flexible calendar assignment/workday on a voluntary basis.
- 188 Such a flexible calendar would spread the required number of work days as
- 189 defined in ARTICLE VI over a time period as mutually agreed to between the
- 190 LIEA staff member and the administration. (Staff may elect to take up to four (4)
- 191 weeks of unscheduled time per year.) Any new position may be implemented with
- 192 a flexible calendar and current staff shall be given preference. If existing staff is
- 193 not selected for that position, then the district shall fill the position from outside.
- 194 Any flexible calendar may include Saturdays and/or evenings. Staff is not
- 195 required but may elect to work on Saturdays and/or evenings with administrative
- 196 approval.

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2. A staff member has the option of transferring out of a flexible calendar position by giving notice to the Director of Personnel no later than April 15. All requests shall be honored.
3. If there is a schedule conflict between the employee and the client, such conflict shall be mutually resolved.
4. The employee shall be entitled to LIEA representation during all conferences.
5. The above flexible calendar assignment plan shall be a pilot program for the duration of this contract. At the conclusion of each school year, the plan will be jointly evaluated by the district and the LIEA. At no time, nor as a result of this plan, shall any member of the bargaining unit be deprived any professional advantage or rights under the contract.
6. In the event there is staff reduction or program reduction and the district needs to reduce staff in a flexible staffing position, then the first position(s) that would be reduced would be the flexible staffing position(s) unless there is mutual agreement otherwise.

## Article VIII: Caseloads and Assignments

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3 A. Caseloads for teachers, consultants, school social workers, speech and language  
4 pathologists, teachers of the homebound, school psychologists, and all other Special  
5 Education Special Services staff employed or to be employed by the Board will be  
6 based upon recommendations of the State Department of Education for state  
7 reimbursable Special Education Special Services programs. If no maximum caseload  
8 is mandated by the State, the caseload maximums as of December 1, 1988 shall  
9 continue subject to travel time and the number of sites served. If staff caseloads are  
10 mandated by the State, the parties agree to adjust caseloads accordingly.  
11
- 12 B. No person shall be assigned without his/her consent outside the professional discipline  
13 for which s/he was trained and certified.  
14
- 15 C. Teachers at the Maurice Spear Campus shall not be required to teach more than one  
16 subject per class period.  
17
- 18 D. Teachers at the Maurice Spear Campus shall teach six (6) class periods and have one  
19 supervised work or study period per school day. The foregoing shall not be changed  
20 without prior consultation with the teacher involved.  
21
- 22 E. 1. All special education teachers who are employed in a program that is state  
23 mandated for more than 180 student days shall teach the full length of the  
24 program unless an acceptable replacement is available. If a replacement is  
25 available, the teacher has the following options:  
26  
27 a. teach 180 student days, or  
28 b. teach 230 student days (or length of program), or  
29 c. teach 180 student days plus a block of 25 days.  
30
- 31 Option #c. is available only if an acceptable replacement can be found for the  
32 remaining 25 day block (or remainder of program).  
33
- 34 2. Teachers must notify the Assistant Superintendent of Special Education in writing  
35 by March 15 of the current year of which option they choose.  
36
- 37 By April 1, the positions not filled will be posted for present LIEA staff. If the  
38 positions are not filled by LIEA staff, applications from outside the LIEA will be  
39 sought. LIEA staff will be notified, by May 15, of the acceptance, rejection, or  
40 status of their application.  
41
- 42 3. LIEA staff positions for other summer programs and services will be determined  
43 by the Board, made known to the Association, and posted by April 1. LIEA staff  
44 will be notified by May 15, of the acceptance, rejection, or status of their  
45 application. If the positions are not filled by LIEA staff, applications from outside  
46 the LIEA will be sought.

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4. All LIEA staff working an extended school year shall be granted an additional one-half (1/2) sick leave day upon completion of twenty-five (25) work days and subject to the maximum accumulation in Article XII. LIEA. staff working fifty (50) days during the summer shall receive an additional half (1/2) day for emergency or personal business subject to conditions set forth in Article XII. They may also, at their request, take an unpaid week during the summer work period. Staff taking such an unpaid week will notify the Assistant Superintendent or his/her designee as soon as possible of their decision.
  
5. Those teachers who were teaching in such programs during the 1982-83 school year may not be required to work more than 180 student days, or as student days are defined in section 380.1284 of the School Code which mandates a minimum number of hours of pupil instruction in a school year.



## ARTICLE IX: Working Conditions

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3 A. The Board recognizes that quality facilities and equipment are essential to the  
4 operation of sound education programs and will endeavor to provide same in the better  
5 interest of children of Lenawee County.  
6

7 B. The maximum number of pupils in a special education classroom shall not exceed the  
8 limits established by the State of Michigan for reimbursement for that particular  
9 program. At the mutual consent of the teacher and the Assistant Superintendent of  
10 Special Education, adjustments may be made in the pupil-teacher ratio.  
11

12 C. The Board recognizes that adequate working space is necessary in each building  
13 where itinerant personnel work. The Board will make recommendations to local school  
14 districts of these needs and will cooperate fully with the personnel and the local school  
15 board to provide for them.  
16

17 "Adequate working space" shall be defined as a well-ventilated, heated, lighted room,  
18 quiet and private, with enough chairs, tables, and space for working with small groups  
19 of children and adults. The Assistant Superintendent of Special Education agrees to  
20 the following:  
21

- 22 1. The Assistant Superintendent of Special Education will confer with the  
23 Superintendents at their early fall meeting regarding working space.  
24
- 25 2. The Assistant Superintendent of Special Education will confer with the principals  
26 at their early fall meeting regarding working space.  
27
- 28 3. The Assistant Superintendent of Special Education will, upon request, visit  
29 schools with itinerant employees in an effort to secure more adequate working  
30 space. The employee may have a representative of the LCEA. at such meeting if  
31 the Assistant Superintendent for Special Education approves. If the Association  
32 disagrees with the decision of the Assistant Superintendent, they may request a  
33 meeting with the LISD Superintendent and Assistant Superintendent to discuss  
34 the reason for the disapproval. Such meetings shall be granted.  
35

36 D. Under no circumstances is any LIEA member required to drive a bus or transport  
37 students in any manner, nor shall they be required to transport students as a part of  
38 their regular assignment. The Board's liability insurance will serve as secondary  
39 coverage to the LIEA member's primary private liability insurance when transporting  
40 students. LIEA members shall have written authorization from his/her immediate  
41 supervisor for transporting students. Staff input will be sought when developing an  
42 administrative procedures for transportation policy.  
43

44 E. The Board agrees to provide in each building where Special Education Special  
45 Services staff are housed:  
46

- 47 1. Phone extension for professional business calls.
- 48 2. Lounge area with a chaise lounge.
- 49 3. Room for private conferences.  
50



- 51 F. Competent and adequate secretarial help will be provided by the Board to all Special  
52 Education Special Services staff.  
53
- 54 G. For each classroom for orthopedically or multiply handicapped, the Board agrees to  
55 engage one (1) full-time teacher's assistant. For each classroom for primary trainable  
56 mentally impaired, the Board agrees to engage one (1) full-time teacher's assistant. As  
57 needs change, the Board will consider, on request of the Assistant Superintendent of  
58 Special Education, the employment of additional teacher assistants.  
59
- 60 H. The Board agrees to provide and maintain adequate professional reference libraries at  
61 central locations.  
62
- 63 I. The Board will endeavor to maintain an adequate list of substitute teachers and teacher  
64 assistants and shall, when possible, provide a substitute when absences occur. The  
65 Board, upon written request, shall provide the Association with a copy of the substitute  
66 list. Written evaluations on substitutes by the teachers and teacher assistants shall be  
67 considered in deciding on future use of those substitutes. Teacher requests for a  
68 specific substitute who has a good evaluation(s) shall be considered.  
69
- 70 J. The Board of Education shall provide training to employees assigned to perform tube  
71 feeding, clean intermittent catheterization, suctioning and other medically related  
72 procedures. No bargaining unit member will be expected to administer medications  
73 without written instructions from the physician. The medications will be in the  
74 prescription container.  
75
- 76 K. In matters concerning intimate personal hygiene, assigned staff shall be trained in  
77 appropriate procedures and methods to ensure the privacy of the student. The staff  
78 shall be provided with current information and training on the best practices from the  
79 Center for Disease Control, Michigan Department of Public Health, Michigan  
80 Department of Education and others.  
81

**ARTICLE X: Vacancies and Promotions**

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3 A. All hiring and promotion procedures lie solely in the hands of the Board. The Board,  
4 however, does agree that notice of all positions and vacancies that occur in the  
5 disciplines represented in this contract and those that would involve a supervisory  
6 position in Special Education Special Services will be given to the Association President,  
7 posted at the Porter Center, and during vacation periods, given to each bargaining unit  
8 member who has informed the Assistant Superintendent of Special Education in writing  
9 that s/he is or soon will be qualified or certified for a particular vacancy or vacancies and  
10 wish to be notified of such openings. Such vacancy notices shall be posted and/or  
11 mailed at least nine (9) days prior to the filling of the vacancy.  
12

13 B. The Board declares its support of a policy to promote from within its own staff. First  
14 choice to bid LCEA-LIEA master contract position vacancies shall be given to LCEA-LIEA  
15 bargaining unit members. The Board's decision concerning any hiring and promoting  
16 shall be final.  
17  
18

**ARTICLE XI: Transfers**

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

## ARTICLE XII: Absence of Employees

- A.
  1. Employees will be granted eleven (11) days per year, with no statement required, to be used as sick leave in the case of illness or injury to themselves, or illness and/or death of persons of immediate concern that require their personal attention or attendance at funerals. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered by this sick leave policy.
  2. Each employee will receive a written statement from the Board in October of each school year indicating their present accumulation of sick leave.
  3. Unused sick leave will be allowed to accumulate to one hundred and fifty (150) days.
  4. Upon retirement at the age of 55 or over, fifteen (\$15.00) per day will be paid for accumulated sick leave up to a maximum of \$2,000.
- B. An employee who has exhausted his/her accumulated sick leave may borrow up to five (5) days additional sick leave from the next school year by applying for the days in writing to the Superintendent or his/her designee. However, the Board retains the right to deduct from the employee's last pay check the amount equal to the salary so paid in advance on the borrowed sick leave days in the event the employee does not, for any reason, return to work for the next ensuing school year.
- C. Each employee will be allowed two (2) days per year for emergency or personal business. These days shall not be used to extend vacation breaks. This does not preclude the employee's supervisor granting personal business days where legitimate business must be conducted on the day just before or after a vacation period. These days must be approved by the Employee's supervisor. Unused emergency or personal days will be added to the employee's accumulated sick leave at the end of each year. Not more than one-quarter of the staff shall be released at one time. Whenever possible, a 72-hour notice will be given. Half days will be granted only upon prior approval by the Assistant Superintendent of Special Education.
- D. It is the responsibility of the employee when s/he will not be at work to notify the person designated by the Assistant Superintendent of Special Education. Classroom staff shall be informed of a telephone number they shall call, whenever possible, before 6:30 a.m. to report unavailability for work. It shall be the responsibility of the administration to notify the schools or persons to have been served on that day, that such employee shall be absent. It shall be the responsibility of the administration to arrange for a substitute teacher.

43 E. In the event of adverse weather conditions, all staff members will be dismissed from  
44 their duties only if the building in which they are scheduled for that day or portion of day  
45 is closed. Itinerants scheduled for the office shall not have to report if the Porter Center  
46 is closed for students. Staff making home visitations will use their own judgment and  
47 report their change of schedule to the Assistant Superintendent of Special Education or  
48 his/her designee for his/her approval. Allowances will be made for late arrivals.  
49 Classroom teachers and teacher assistants shall not be required to report on days  
50 when the buses are unable to run.

51  
52 Any time an employee is absent on sick leave of more than ten (10) consecutive days,  
53 the employee will be charged a sick day for the "Act of God" day. If the employee is on  
54 an unpaid leave of absence, the "Act of God" day will not affect the leave. If the  
55 employee had scheduled a personal day on an "Act of God" day, the day shall not be  
56 charged as a personal day.

57  
58 F. All employees are covered under the Michigan Workers' Compensation Law and are  
59 entitled to receive benefits as provided by law. Employees shall continue to  
60 accumulate seniority up to a maximum of one additional full year at the time they  
61 qualified for workers' compensation. This seniority accumulation shall be governed by  
62 the seniority definition in Article XX, D.  
63

## ARTICLE XIII: Leaves of Absence

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3 A. Any employee whose personal illness extends beyond the period compensated under  
4 Article XII shall be eligible for Long Term Disability insurance as provided in Article XV.  
5 Persons who subsequently are medically able shall be re-employed by the Board in the  
6 first vacancy for which they are certified.  
7
- 8 B. Leaves of absence with pay not chargeable against the employee's sick leave  
9 allowance shall be granted for the following reasons:  
10
- 11 1. Court appearance as a witness in any case which arises out of the worker's  
12 employment or place of employment.  
13
  - 14 2. Assistant Superintendent approved visitation at other school agencies or for  
15 attending educational conferences.  
16
  - 17 3. Subpoenas that are directly related to the employee's job.  
18
  - 19 4. Absence when an employee is called for jury duty provided that the employee has  
20 notified the Assistant Superintendent of Special Education within five (5) days  
21 after notification and provided that the hearing judge will not accept a request to  
22 be excused.  
23
- 24 C. Sabbatical Leaves: Upon application, employees who have worked for the  
25 Intermediate School District for seven (7) years may be granted a leave of absence for  
26 one (1) year to be spent for the advancement of professional skills. During said leave,  
27 all eligible insurances shall be paid by the Board for the employee. Upon completion of  
28 said leave, the employee shall return to the employ of the former position or a position  
29 of like nature and status and shall be placed at the same position on the salary  
30 schedule as s/he would have been had s/he worked in the district during such period.  
31
- 32 D. Leaves of absence without pay may be granted upon application and approval of the  
33 Board; that is, study, travel, research, child care, etc.  
34
- 35 E. Unpaid Leaves:  
36
- 37 1. An employee shall be entitled to utilize an unpaid leave of absence for a disability  
38 even though s/he may have received sick leave for the same disability.  
39  
40 Any employee that can anticipate: a) a prolonged disability, or b) a short disability  
41 followed by newborn child care, or c) adoption followed by preschool child care,  
42 and wishes to take an unpaid leave of absence shall notify in writing the Assistant  
43 Superintendent of Special Education as soon as possible. The notification shall  
44 contain the projected days of absence, which shall not be more than one (1) year.  
45
  - 46 2. The ending date of such requested leaves shall coincide with the ending date of a  
47 school semester as much as possible.  
48
  - 49 3. Employees returning from such leaves shall provide the Board with a physician's  
50 statement that they are medically able to return to their duties.



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4. An employee may make written application to return prior to the end of such a leave, but the Board shall be under no obligation to return the employee unless a vacancy occurs for which the employee is certified.
  5. No experience credit or fringe benefits shall accrue to an employee on unpaid leaves.
  6. Upon expiration of the leave, the employee shall be returned to his/her former position or another position for which s/he is certified.
  7. At least a month before the expiration of the leave, the administration shall write to the employee asking whether or not s/he will be returning from the leave. The employee must respond in writing within ten (10) days of receipt of the letter whether or not s/he will return.
  8. Failure to return from a leave on the date specified in said leave, or failure to respond to the administrator's letter, shall be conclusively deemed a resignation unless mutually agreed by the Board and the employee prior to said date.

70 F. Family Medical Leave Act:

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

**ARTICLE XIV: Teacher Dismissal and Resignation**

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A. It is understood that notwithstanding the provisions of this contract, teachers are entitled to protection of the Michigan Teachers' Tenure Act, a copy of which is attached hereto.

## ARTICLE XV: Insurance Protection

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3 A. 1. The Board agrees to provide without cost to each full-time employee an insured  
4 income continuation plan for disability extending beyond the employee's  
5 accumulated sick leave. The plan shall guarantee continuation of 60 percent of  
6 the employee's income from salary and supplemental incomes averaged monthly,  
7 including benefits received from primary and family social security, workers'  
8 compensation, or any other employer sponsored plan, including disability benefits  
9 received under the Michigan Public School Employees' Retirement Fund  
10 Insurance.

11  
12 2. Benefits begin after ninety (90) calendar days or upon expiration of the  
13 employee's sick leave, which ever is greater. Benefits will continue to the  
14 retirement age as set by law for illness or accident. The specifications of the  
15 Long Term Disability program shall be as follows: 60%; \$5,000 monthly  
16 maximum; 90 calendar days -- modified fill; maternity coverage; pre-existing  
17 condition waiver; freeze on offsets; alcoholism/drug same as any other illness;  
18 mental/nervous same as any other illness; cost of living benefit; 3-year own  
19 occupation.  
20

21 B. The Board contribution toward the health insurance premium shall include only one  
22 increase per year, which will be honored on the carrier's anniversary date. Nothing  
23 within this paragraph shall be construed by either party that either party has waived its  
24 right to raise the issue of negotiating the health insurance carrier for subsequent  
25 contracts.  
26

27 The Board agrees to transmit premiums which employees provide the Board via payroll  
28 deductions for the MESSA options they wish to purchase.  
29

30 The employee may select one of the following plans provided by the Board:  
31

32 **PLAN A:** This plan may be chosen by an employee rather than taking ***PLAN B*** or  
33 ***PLAN C.***  
34

- 35 1. MESSA Super Care 1 Health Insurance with Blue Cross/Blue Shield of Michigan  
36 as the underwriter.  
37  
38 2. Delta Dental = Class I - 100/80%; Class II - 80%, and Class III (Orthodontic Rider)  
39 - 80% with a maximum of \$1300.  
40  
41 3. Life Insurance of \$17,000 with accidental death and dismemberment.  
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43 4. Vision insurance VSP2.  
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45 5. **LONG TERM DISABILITY (DESCRIBED ABOVE)**

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

1. Delta Dental = Class I - 100/90%, Class II - 90%, Class III (Orthodontic Rider) - 90% with a maximum of \$1,500.
2. Life insurance of \$37,000 with accidental death and dismemberment.
3. Vision insurance VSP3.
4. An employee electing ***PLAN B*** may apply an amount not to exceed \$100 per month towards the purchase of a Tax Sheltered Annuity. The TSA. must be with a Board approved company.
5. **LONG TERM DISABILITY (SAME AS ABOVE)**

**PLAN C:** This plan may be chosen by employee rather than taking ***PLAN A*** or ***PLAN B***. Employees electing ***PLAN C*** must sign a dental and vision insurance waiver.

1. MESSA Term Life Insurance of \$56,500 with accidental death and dismemberment.
2. An employee electing ***PLAN C*** may apply an amount not to exceed the MESSA Super Care 2 single premium rate towards the purchase of a Tax Sheltered Annuity. The TSA. must be with a Board approved company.
3. **LONG TERM DISABILITY (SAME AS ABOVE)**

C. Employees who are first placed under contract after May 31 and who are not being considered for employment for the following year shall be eligible for all fringe benefits except Long Term Disability, but for only month of June.

## ARTICLE XVI: Employee Evaluation and Professional Behavior

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3 A. All monitoring or observation of the work performance of an employee shall be  
4 conducted openly and with full knowledge of the employee. The evaluation tool that is  
5 to be used will be developed no later than November 1 each year by the Assistant  
6 Superintendent of Special Education and the supervisor of the department in  
7 consultation with the staff to be evaluated. In the event that the parties fail to develop  
8 the instrument by November 1, the previous year's instrument shall be used. A copy of  
9 each evaluation of said monitoring and observation shall be returned to the employee  
10 within a seven (7) day period. The use of eavesdropping, closed circuit television,  
11 public address or audio systems, and similar surveillance devices shall be strictly  
12 prohibited unless previously agreed to by the person being evaluated. Both parties  
13 recognize the importance and value of a procedure for assisting and evaluating the  
14 programs and success of both newly employed and experienced personnel. Therefore,  
15 the following has been agreed upon in an effort to accomplish this goal:  
16

17  
18 By October 1 of each year, an evaluation committee consisting of administrators  
19 and a staff person from each discipline will review the evaluation procedure and  
20 make recommendations for change.  
21

22 B. One purpose of evaluation is to monitor the progress of certified staff seeking tenure  
23 status. Another purpose of evaluation is the development, maintenance, and retention  
24 of a highly qualified and competent professional staff.  
25

26 C. Should a question of the competence of an employee's performance in his/her  
27 discipline arise, the employee's supervisor shall arrange a conference with such  
28 employee for the discussion and evaluation of his/her performance. Such performance  
29 shall provide the opportunity for the employee to improve his/her performance and  
30 have a re-evaluation.  
31

32 D. 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation,  
33 or deprived of any professional advantage without just cause. Any such  
34 discipline, reprimand or reduction in rank, compensation or advantage asserted by  
35 the Board or any agent or representative thereof shall be subject to the  
36 professional grievance procedure hereinafter set forth. Probationary teachers  
37 shall not have the right to arbitrate their discharge.  
38

39 2. The Board will use the concept of progressive discipline in application of just  
40 cause in dealing with disciplinary matters. Under progressive discipline, the initial  
41 discipline for an infraction shall be commensurate with the severity of the  
42 infraction, with discipline of increased severity being used for repeated violations.  
43 The usual sequence may be warning, written reprimand, short unpaid suspension  
44 and dismissal. This does not preclude more severe initial discipline for more  
45 severe violations.



- 46 E. Each employee, upon request, shall have the right to review the contents of his/her  
47 own personnel file maintained by the school system. The review will be made in the  
48 presence of the administrator responsible for the safekeeping of the file. Privileged  
49 information such as confidential credentials and letters of reference from universities,  
50 individuals, or previous employers are specifically exempted from such review. The  
51 administrator shall remove such credentials and confidential reports from the file prior  
52 to review by the teacher. A representative of the Association may be requested to  
53 attend such a review.  
54
- 55 F. Bargaining unit members evaluations of other bargaining unit members are primarily for  
56 the purpose of assisting the evaluatee. Bargaining unit members who share serious  
57 concern about an evaluatee, as evidenced in their evaluation, shall refer the problem to  
58 the administration. At least two (2) evaluations by administrators shall occur before any  
59 termination of employment for unsatisfactory performance.

## ARTICLE XVII: Protection of Employees

- 1
- 2
- 3 A. The Board recognizes its responsibility to give all reasonable support and assistance to
- 4 employees with respect to maintenance of control and discipline in the classroom.
- 5
- 6 B. Employees shall be expected to exercise reasonable care with respect to the safety of
- 7 pupils and property, but shall not be individually liable except in the case of gross
- 8 negligence or gross neglect of duty for any damage or loss to person or property.
- 9
- 10 C. Any assault upon an employee arising out of or in the course of the employee's
- 11 employment, shall be promptly reported to the Board or its designated representative.
- 12 The Board shall provide legal counsel to advise the employee of his/her rights and
- 13 obligations with respect to such assault and shall render all reasonable assistance to
- 14 the employee in connection with handling of the incident by law enforcement and
- 15 judicial authorities, so long as employee has not violated Board policy.
- 16
- 17 D. If legal suit is brought against any employee as a result of the performance of his/her
- 18 duties and where employee has not violated Board policy, the Board will furnish legal
- 19 counsel for said employee.
- 20
- 21 E. Time lost by an employee in connection with any incident mentioned in this Article shall
- 22 not be charged against the employee.
- 23

## ARTICLE XVIII: Negotiation Procedures

- 1
- 2
- 3 A. 1. At least two representatives of the Board and the Association's Negotiations
- 4 Committee may meet once a month during the school year on a day and a time
- 5 and place found to be mutually agreeable to both parties by September 15 of that
- 6 school year for the purpose of reviewing the administration of the Agreement, and
- 7 to resolve problems that may arise. These meetings are not intended to bypass
- 8 the grievance procedure.
- 9
- 10 2. Each party will submit to the other five (5) days prior to the meeting, an agenda
- 11 covering what they wish to discuss. If there is no agenda, such meetings will not
- 12 be held.
- 13
- 14 3. Should such meetings result in a mutually acceptable amendment of the
- 15 Agreement, then the amendment shall be subject to ratification by the Board and
- 16 the Association provided that the Negotiations Committee shall be empowered to
- 17 effect temporary accommodations to resolve special problems.
- 18
- 19 B. At least ninety (90) days prior to the expiration of this Agreement, the parties may
- 20 likewise begin negotiations for a new agreement covering wages, hours, terms and
- 21 conditions of employment of personnel employed by the Board.
- 22
- 23 C. In any negotiations described in this Article, neither party shall have any control over
- 24 the selection of the negotiating or bargaining representatives of the other party and
- 25 each party may select its representatives from within or outside the school district. It is
- 26 recognized that no final agreement between the parties may be executed without
- 27 ratification by a majority of the Board of Education and the membership of the
- 28 Association, but the parties mutually pledge that representatives selected by each shall
- 29 be clothed with all necessary power and authority to make concessions in the court of
- 30 negotiations or bargaining, subject only to such ultimate ratification.

## ARTICLE XIX: Grievance Procedures

- 1  
2  
3 A. A grievance shall be an alleged violation of the expressed terms of this Agreement.  
4 The content of the employee evaluation shall not be grievable unless the employee can  
5 prove there is an error in fact or administrator bias. Both parties agree that grievance  
6 proceedings shall be kept confidential as may be appropriate at any level of such  
7 procedure and to secure at the lowest level possible equitable solutions to problems of  
8 the parties.  
9
- 10 B. The term "days" as used herein shall mean days when school is in session. During the  
11 summer when school is not in session, the days shall mean days when the Board  
12 offices are open for business.  
13
- 14 C. Written grievances (see Appendix II) as required herein shall contain the following:  
15  
16 1. It shall be signed by the grievant, grievants or a representative of the Association.  
17  
18 2. It shall be specific.  
19  
20 3. It shall contain a synopsis of the facts giving rise to the alleged violation.  
21  
22 4. It shall cite the section or subsection of this Agreement alleged to have been  
23 violated.  
24  
25 5. It shall contain the date of the alleged violation.  
26  
27 6. It shall specify the relief sought.  
28  
29 7. After each of the first four levels, the grievant must state the reason(s) why the  
30 disposition by the administrator (or Board) was unsatisfactory.  
31

32 Any written grievance not substantially in accordance with the above requirements may  
33 be rejected as improper. Such a rejection shall not extend the limitations hereinafter  
34 set forth.  
35

- 36 D. **Level One:** Within ten (10) calendar days or within ten (10) days that the grievant  
37 should reasonably have had knowledge of the alleged violation, misrepresentation or  
38 inequitable application, the aggrieved person shall discuss the grievance with his/her  
39 immediate supervisor individually, together with his/her Association representative, or  
40 through the Association representative. In no case shall this notification to the  
41 supervisor exceed 40 calendar days. The grievance discussed and the decision  
42 rendered at Level One shall be placed in writing upon request by either party.  
43
- 44 E. **Level Two:** Within ten (10) days of the discussion as specified in Level One, the  
45 grievant and/or Association representative may file an appeal in writing with the  
46 Assistant Superintendent of Special Education. The position of support or non-support  
47 by the Association must be written on the grievance form. Within ten (10) days of the  
48 receipt of the appeal by the Assistant Superintendent of Special Education, s/he shall  
49 have a meeting with the aggrieved party and/or the Association representative and

50 shall render the decision in writing. If the grievance is denied, s/he shall state the  
51 reason(s) why the grievance was denied.  
52

53 **F. Level Three:** Within ten (10) days of the discussion as specified in Level Two, the  
54 grievant and/or Association representative may file an appeal in writing with the  
55 Superintendent. The position of support or non-support of the Association must be  
56 written on the grievance form. Within ten (10) days of the receipt of the appeal by the  
57 Superintendent, s/he shall have a meeting with the aggrieved party and/or the  
58 Association representative and shall render a decision in writing. If the grievance is  
59 denied, s/he shall state the reason(s) why the grievance was denied.  
60

61 **G. Level Four:** If the decision of Level Three is not satisfactory, the aggrieved person  
62 and/or the Association representative may file the alleged grievance with the Board in  
63 writing within ten (10) days. At the next regular Board meeting, which is at least one  
64 week after the appeal, the aggrieved person and/or Association representative and/or  
65 other person requested by the claimant shall be given opportunity to be heard. The  
66 Board shall render its decision in writing the next day.  
67

68 **H. Level Five:** If the decision at Level Four is not satisfactory, the aggrieved person  
69 and/or Association representative may then file the grievance within thirty (30) calendar  
70 days with the State Labor Mediation Board according to law. Failure to appeal a  
71 decision within the specified time limits shall be deemed an acceptance at that level.  
72

73 **I. Level Six:** If no satisfactory solution is arrived at as a result of mediation, the  
74 Association must, within thirty (30) days, give written notice to the Board as to its intent  
75 to submit the grievance to arbitration before an impartial arbitrator selected by both  
76 parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the  
77 American Arbitration Association in accordance with its rule, which shall likewise govern  
78 the arbitration hearing. The arbitration procedure is limited to the interpretation and  
79 application of the provisions of this Agreement and the arbitrator shall have no power to  
80 alter, add to or subtract from the terms of this Agreement. Both parties agree to be  
81 bound by the award of the arbitrator and agree that judgment thereon may be entered  
82 in any court of competent jurisdiction.  
83

84 The fees and expenses of the arbitration shall be shared equally by the parties.  
85

86 **J.** All documents, communications and records dealing with a grievance shall be filed  
87 separately from the personnel files of the participants.  
88

89 **K.** Forms for filing and processing grievances shall be designated cooperatively by the  
90 Association and its representatives and the Board or its representatives and shall be  
91 prepared and given appropriate distribution so as to facilitate the operation of the  
92 grievance procedure (see Appendix II).  
93

94 **L.** The employee retains the right to withdraw grievances at any level without prejudice or  
95 record.  
96

97 **M.** If the employee having filed a grievance terminates employment, said grievance shall  
98 be withdrawn.  
99



- 100 N. No reprisals of any kind shall be taken by or against any party of interest or any  
101 participant in the grievance procedure by reason of such participation.  
102
- 103 O. Access shall be made available to all parties, places, and records for all information  
104 necessary to the determination and processing of the grievance.  
105
- 106 P. Should a teacher institute any proceeding authorized under the Tenure Act, the subject  
107 of which may be processed through the grievance procedure, all proceedings of the  
108 same subject matter shall be barred from being processed or concluded under this  
109 grievance procedure or any appeal therefrom.  
110
- 111 Q. Notwithstanding the expiration of this Agreement, any claim or grievance arising  
112 thereunder may be processed through the grievance procedure until resolution.  
113

## ARTICLE XX: Orderly Reduction in Personnel

- 1  
2  
3 A. In the event that the Board, in its sole discretion, shall determine that a reduction in  
4 staff is necessary, the following provisions shall apply.  
5  
6 B. Special education programs will be eliminated by the Board only after consultation with  
7 the staff.  
8  
9 C. The Board shall specify within services and/or programs designated to be curtailed, the  
10 number of positions to be eliminated.  
11  
12 D. Seniority shall be determined as follows -- this procedure is for professional employees  
13 and teacher assistants:  
14  
15 1. Professional employees shall have seniority from the last date of hire. Credit  
16 given for outside teaching experience in school districts shall not be considered  
17 for the purpose of accumulation of seniority, but shall serve to reduce the  
18 probationary period in accordance with the provisions of the Tenure Act.  
19  
20 2. Teacher Assistants shall have seniority from the last date of hire.  
21  
22 3. Only continuous service in the bargaining unit shall be used in determining  
23 seniority. Leaves of absence granted pursuant to this Agreement shall not  
24 constitute an interruption in continuous service.  
25  
26 4. Prior to July 1, 1981, the date of hire shall be defined as the employee's first  
27 working day of the regular school year. Starting with new employees hired after  
28 July 1, 1981, the date of hire shall be the date the Board of Education took action  
29 to hire the employee or the day the employee started work, whichever comes first.  
30  
31 5. An employee shall receive credit for one (1) year of experience for the purpose of  
32 determining seniority if s/he works a minimum of one hundred twenty-five (125)  
33 paid days. This is to mean an employee taking an unpaid leave of absence shall  
34 not lose seniority credit for that unpaid leave if s/he teaches a minimum of 125  
35 paid days. (Paid leaves of absence and/or sick days are part of the 125 days.) In  
36 terms of days, this means an employee will receive in 94-95; 185 days, in 95-96;  
37 186 days, in 96-97; 186.5 days of seniority.  
38  
39 If a full-time employee does not work at least 125 days, s/he shall acquire  
40 seniority only for the number of days worked that year.  
41  
42 It is understood that a year is defined as a maximum of 185 days in 94-95, 186  
43 days in 95-96, 186.5 days in 96-97.  
44  
45 6. If more than one employee has the same number of years of seniority, the one  
46 with the earliest date of hire shall have the greatest seniority.  
47  
48 7. In the circumstances of more than one employee having the same seniority and  
49 the same date of hire, all employees so affected will participate in a drawing to  
50 determine placement on the seniority list. The Association and the affected

51 bargaining unit members will be notified in writing of the date, place and time of  
52 the drawing. The drawing shall be conducted openly and at a time and place that  
53 will reasonably allow affected bargaining unit members and Association  
54 representatives to be in attendance.  
55

56 8. A part-time employee in the bargaining unit shall accrue seniority in proportion to  
57 a normal school year (i.e., 50 work days would yield in 94-95; 50/185 days, in 95-  
58 96; 50/186 days, in 96-97; 50/186.5 days of a year's seniority).  
59

60 9. The Board, by October 1, 1983, shall provide all employees with a correct  
61 seniority list and explanation of how seniority is determined. Employees shall  
62 have fifteen (15) days after receipt of the list to notify the Board and the  
63 Association of any disagreement with the list. Within fifteen (15) additional days,  
64 the Board and the Association shall meet to agree to confirm or correct the  
65 seniority list. Any dispute between the parties shall be subject to the grievance  
66 procedure. If agreement is reached, the list shall be signed by both parties and  
67 the information on that list shall not be challenged by the Association or its  
68 members.  
69

70 By October 1 of each succeeding year, the process shall be repeated for all new  
71 hires and others who have conditions changed from the previous list.  
72

73 10. Any LIEA bargaining unit member who is transferred to a supervisory position and  
74 later is to be transferred to a bargaining unit position, may be transferred provided  
75 that the transfer does not cause the layoff of any member or does not fill a  
76 position which could be filled by a member who is on layoff status and wishes to  
77 return to work.  
78

79 The transfer employee shall re-acquire the same seniority rights they had at the  
80 time they left the bargaining unit after serving a period of two (2) years back in the  
81 bargaining unit.  
82

83 E. Employees will be laid off by the following procedure:  
84

85 1. Layoff will be based on strict seniority, least senior first.  
86

87 2. For professional staff, it shall be permissible to layoff an employee with more  
88 seniority than another employee not laid off if the employee with the more  
89 seniority is not certified and qualified for the position held by the less senior  
90 employee.  
91

92 3. For professional staff, an employee cannot bump another employee with less  
93 seniority if the more senior employee was not certified and qualified for the  
94 position at the time of layoff. But after layoff, if the more senior employee  
95 becomes certified and qualified, the employee shall be eligible on the basis of  
96 seniority for any vacancy which might arise while on layoff for which the person is  
97 certified and qualified. The latest official proof of certification, which may be a  
98 letter from an accredited college or university reflecting a program acceptable by  
99 the Michigan Department of Education, on file in the Personnel Office at the time  
100 of layoff or recall, shall be used to determine certification. Notice of intent to  
101 expand certification shall be on file in the Personnel Office by April 1.

- 102 4. To be qualified, a professional employee must meet any one of the following  
103 criteria:  
104
- 105 a. Have significant work experience in the area in the last five (5) years; or
  - 106
  - 107 b. Have 6 semester hours in the area in the past five (5) years. With written  
108 approval of the Superintendent or his designee, these hours may be for  
109 audit if it is not possible to take them for credit. These semester hours  
110 must be in the endorsement sequence for the particular certification. Any  
111 courses not in the endorsement sequence must have written approval  
112 from the Superintendent or his/her designee to meet this requirement. An  
113 employee must notify the Superintendent or his/her designee in writing if  
114 s/he is taking courses in the summer for this purpose by April 15 of the  
115 current year.  
116
  - 117 c. Have taught two (2) years in the certificated area in the last 12 years and  
118 have taken two semester hours as defined in b. above.  
119
- 120 F. No employee shall be discharged or laid off pursuant to a necessary reduction in  
121 personnel for any school year or portion thereof unless s/he has been notified in writing  
122 of the possibility of discharge or layoff at least 30 days before the end of the previous  
123 school year and has been notified in writing of the actual layoff at least 30 days before  
124 the beginning of the school year.  
125
- 126 G. When a service is restored, or a vacancy exists, laid off employees shall be recalled in  
127 reverse order of their layoff, provided they are certified and qualified for the position.  
128 Recalled employees shall be notified by certified mail, return receipt requested, at their  
129 last known address on file in the Personnel Office. Said employees shall respond  
130 within ten (10) days of receipt or attempted delivery of said notice, indicating whether or  
131 not the employee will be returning to work.  
132
- 133 1. If the employee fails to respond to the recall, the employee shall be considered to  
134 have voluntarily quit.  
135
  - 136 2. Upon return from layoff, sick leave accumulation and seniority shall be as of  
137 employee's last day of employment prior to layoff.  
138
  - 139 3. The recall list shall be maintained by the Board for a period not to exceed two (2)  
140 years. Thereafter, an employee shall have lost a right to recall.  
141
- 142 H. All individual employment contracts executed between teacher and LISD are subject to  
143 terms and conditions of this Article. All provisions of a teacher's individual contract of  
144 employment shall terminate upon layoff and the teacher shall not be entitled to salary  
145 payment.  
146
- 147 I. In the event that this district shall be combined with one or more districts, the Board will  
148 use its best effort to assure the continued employment of bargaining unit members in  
149 the new district.

**ARTICLE XXI: Master/Mentor Teachers**

- 1
- 2
- 3 A. The parties agree that it is preferable that master/mentor teachers be volunteer
- 4 bargaining unit members. In any case the following will apply:
- 5
- 6 B. The mentor would meet with the administration to review the focus and role of the
- 7 mentor. Training will be provided for mentor teachers in effective techniques of
- 8 mentoring. This will establish that the nature of the relationship must be cooperative,
- 9 collaborative, supportive, and collegial in order to engender mutual trust.
- 10
- 11 C. The mentor would never be allowed to evaluate a mentee nor would the mentor be
- 12 allowed to testify in a grievance procedure which involves the probationary teacher
- 13 (mentee).
- 14
- 15 D. The mentor would work with the teacher in his/her same content area, if possible.
- 16
- 17 E. If a conflict arises between mentor and mentee, either party may notify the
- 18 administration who will assign a new mentor.
- 19



**ARTICLE XXII: Decision - Making Process**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

- A. The Board and Association support the concept and process of decision making which includes but is not limited to participatory decision making, shared decision making, school improvement planning, Quality Improvement Teams, Long-Range Planning, Strategic Planning. The decision-making process would include the voluntary participation of LIEA staff, school administrators, parents, pupils, and others in the school community.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will not be violated through such a decision-making process.
- C. The Board and Association will continue to develop and review the status of such a decision-making process annually.

1  
2 **ARTICLE XXIII: Miscellaneous Provisions**  
3  
4

- 5 A. All individual employee contracts shall be made expressly subject to the terms of this  
6 Agreement.  
7  
8 B. Retirement age for all Lenawee Intermediate School District employees shall be as  
9 provided by law. Employees reaching retirement age during the school year shall be  
10 allowed to finish that year. Continued employment beyond the age provided by law  
11 shall be at the discretion of the Board and be reviewed annually.  
12  
13 C. Copies of this Agreement shall be duplicated by the Board and presented to all  
14 individuals now employed or hereafter employed by the Board.  
15  
16 D. Part-time employees will continue employment only at the discretion of the Board, to be  
17 reviewed annually.  
18  
19 E. At the time of issuance of individual contracts, each part-time employee shall be given  
20 written notice by the Board as to the portion of time s/he shall work that contractual  
21 year.  
22  
23 F. Any staff absorbed by the LISD as a result of the NASDSE reorganization shall receive  
24 full salary credit for their previous teaching experience in school districts within the  
25 county.

1 **DEFINITIONS**

2  
3 1. For the purpose of this contract, the term discipline is defined as: "A branch of  
4 instruction or education"; i.e. Speech and Language Pathologists, School Social  
5 Workers, School Psychologists, Teacher-Consultants, Homebound, teachers of the  
6 trainable mentally impaired, and regular teachers who represent seven (7) different  
7 branches of education.  
8

9 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly  
10 authorized representatives the day and year first above written.  
11

12 BOARD OF EDUCATION  
13 LENAWEЕ INTERMEDIATE SCHOOL DISTRICT  
14 LENAWEЕ COUNTY, MICHIGAN  
15

16  
17 L. Donald Bush June 5, 1995  
18 President Date

19  
20 W. J. [Signature] June 5, 1995  
21 Secretary Date  
22  
23  
24

25 LENAWEЕ COUNTY EDUCATION ASSOCIATION  
26 LENAWEЕ INTERMEDIATE EDUCATION ASSOCIATION  
27

28  
29 Luigi J. [Signature] 6-9-95  
30 President Date

31  
32 Penny Sweet 6-9-95  
33 Secretary Date  
34  
35  
36

1 LIEA

2  
3 SCHEDULE A

4  
5 SECTION I

6  
7 A. See attached sheets for Professional Salary Schedule 1994-95, 1995-96, and 1996-97.

8  
9 B. 1. See attached sheets for Teacher Assistant Salary Schedule 1994-95, 1995-96,  
10 and 1996-97.

11  
12 2. It is hereby agreed that Teacher Assistants who meet Teacher certification  
13 requirements will be paid \$22.50 per day (\$13.50 per one-half (1/2) day above  
14 his/her regular wage when subbing for a LIEA teacher.

15  
16 Board will pay retirement for teacher assistants and professional personnel as  
17 required by law.

18  
19 C. For each unit of fifteen (15) relevant semester hours of college credit beyond a  
20 Bachelor's degree, the employee will advance to the next column. This will be done at  
21 the beginning of the school year only. Notification in writing must be given to the  
22 Superintendent or his/her designee as soon as possible, but no later than August 20  
23 before the school year begins.

24  
25 D. For each day worked beyond the ISD calendar, the employee shall be reimbursed at  
26 the following rate: his/her salary for the year divided by the number of days in the ISD  
27 calendar for the year. Number of extra days to be worked shall be determined by the  
28 mutual consent of the employee and the Board.

29  
30 E. Employees are eligible for 15th step at beginning of 16th year and eligible for 20th step  
31 at beginning of 21st year.

32  
33 F. Contracted Psychological Evaluations: The Board of Education will pay LIEA staff their  
34 per diem rate for contracted psychological evaluation reports completed.

35  
36 It is not the intent of the Board of Education to do substantial subcontracting for work  
37 performed by employees in the regular course of their employment. However, the  
38 Board retains the right to subcontract work when it is determined it is in the best interest  
39 of the district. The Board agrees it will not subcontract if such subcontracting would  
40 cause the lay-off or partial reduction of staff.

41 **SECTION II**

42

43 A. Present and future employees shall be allowed credit by the Board on the salary  
44 schedule for up to six (6) years of outside the LIEA experience. This outside  
45 experience allowed shall be cut in half (1/2) to determine placement on the salary  
46 schedule. In addition, previous experience in the bargaining unit shall be counted as  
47 one step for each year of experience up to a total of six (6). If the cut in half (1/2)  
48 experience results in a 1/2 year, the 1/2 year shall be rounded up for placement on the  
49 salary schedule. Work experience for which credit may be allowed include military  
50 service, teaching and other work in the field of education and/or other experience which  
51 is related to the position held or being offered to the employee.  
52

53 **SECTION III**

54

55 A. All professional personnel teaching classes by mutual agreement on a hourly basis  
56 shall receive \$10.00 per teaching hour.  
57



1  
2

**LCEA - LIEA**  
**1994 - 95 PROFESSIONAL SALARY SCHEDULE**

EXP.	BA/BS	BA/BS + 15	BA/BS + 30	BA/BS + 45	BA/BS + 60	BA/BS + 75	BA/BS + 90
0	27,362	28,494	29,623	30,761	31,887	33,018	34,149
1	28,980	30,135	31,419	32,571	33,723	34,869	36,025
2	30,077	31,230	32,645	33,696	34,946	36,099	37,251
3	31,176	32,331	33,870	35,023	36,175	37,328	38,483
4	32,276	33,372	35,098	36,252	37,401	38,553	39,707
5	33,371	34,525	36,321	37,479	38,628	39,779	40,932
6	34,471	35,627	37,551	38,705	39,856	41,003	42,163
7	35,568	36,721	38,780	39,933	41,085	42,238	43,388
8	36,668	37,820	40,001	41,159	42,307	43,460	44,614
9	37,764	38,920	41,229	42,391	43,535	44,688	45,842
10	38,861	40,013	42,460	43,614	44,764	45,916	47,072
11	39,959	41,115	43,686	44,840	45,993	47,145	48,298
12	41,058	42,211	44,909	46,065	47,219	48,370	49,521
15	42,878	44,032	46,736	47,886	49,039	50,192	51,344
20	44,170	45,326	48,025	49,181	50,334	51,484	52,636

3  
4

**LCEA - LIEA**  
**1995 - 96 PROFESSIONAL SALARY SCHEDULE**

EXP.	BA/BS	BA/BS + 15	BA/BS + 30	BA/BS + 45	BA/BS + 60	BA/BS + 75	BA/BS + 90
0	28,183	29,348	30,512	31,684	32,843	34,009	35,173
1	29,850	31,039	32,362	33,548	34,735	35,915	37,105
2	30,979	32,167	33,625	34,707	35,994	37,182	38,369
3	32,111	33,301	34,886	36,074	37,260	38,448	39,638
4	33,244	34,373	36,151	37,340	38,523	39,709	40,898
5	34,372	35,561	37,411	38,603	39,787	40,972	42,160
6	35,505	36,696	38,678	39,866	41,052	42,233	43,428
7	36,635	37,823	39,943	41,131	42,317	43,505	44,690
8	37,768	38,954	41,201	42,394	43,577	44,763	45,953
9	38,897	40,087	42,466	43,663	44,841	46,028	47,217
10	40,026	41,213	43,734	44,922	46,107	47,294	48,484
11	41,158	42,348	44,997	46,186	47,373	48,560	49,746
12	42,290	43,478	46,256	47,447	48,635	49,821	51,007
15	44,164	45,353	48,138	49,323	50,510	51,698	52,885
20	45,495	46,686	49,465	50,657	51,844	53,028	54,215

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<b>LCEA - LIEA</b> <b>1996 - 97 PROFESSIONAL SALARY SCHEDULE</b>
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EXP.	BA/BS	BA/BS + 15	BA/BS + 30	BA/BS + 45	BA/BS + 60	BA/BS + 75	BA/BS + 90
0	28,958	30,155	31,351	32,555	33,746	34,944	36,141
1	30,671	31,892	33,252	34,470	35,690	36,903	38,126
2	31,831	33,052	34,546	35,662	36,984	38,205	39,424
3	32,994	34,217	35,845	37,066	38,284	39,505	40,728
4	34,159	35,318	37,145	38,366	39,583	40,801	42,023
5	35,317	36,539	38,440	39,665	40,881	42,099	43,319
6	36,482	37,705	39,741	40,962	42,180	43,395	44,622
7	37,642	38,863	41,042	42,263	43,481	44,702	45,919
8	38,806	40,026	42,334	43,560	44,775	45,994	47,216
9	39,967	41,190	43,634	44,864	46,074	47,294	48,516
10	41,127	42,347	44,937	46,157	47,375	48,594	49,817
11	42,290	43,513	46,234	47,456	48,675	49,895	51,114
12	43,453	44,673	47,528	48,752	49,973	51,191	52,410
15	45,379	46,600	49,462	50,679	51,899	53,119	54,339
20	46,746	47,970	50,826	52,050	53,269	54,487	55,706

LIEA TEACHER ASSISTANT SALARY SCHEDULE
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EXP.	1994 - 95 SALARY	1995 - 96 SALARY	1996 - 97 SALARY
0	11,736	12,089	12,421
1	12,250	12,618	12,965
2	12,766	13,149	13,510
3	13,284	13,682	14,058
4	13,800	14,214	14,605
5	14,314	14,743	15,149
6	14,832	15,277	15,697
7	15,349	15,809	16,244
8	15,866	16,342	16,792
9	16,382	16,873	17,337
10	16,899	17,406	17,884
15	17,570	18,097	18,594
20	18,054	18,596	19,107

LIEA
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**COMPOSITION OF BARGAINING UNIT****INCLUDED :**

All regular full-time and regular part-time professional special education and special services personnel employed by the Board under annual contract in the special education program, including teachers of the trainable mentally impaired, teachers at the Maurice Spear Campus, teacher-consultants for the physically handicapped (visually impaired, deaf and hard-of-hearing, orthopedic), teachers of the visually impaired, teachers of the deaf and hard-of-hearing, teachers of the orthopedically impaired, teachers in the alternative education program, teachers of the homebound or hospitalized, Type C consultants, teachers of the emotionally impaired, physical therapists, occupational therapists, speech and language pathologists, school social workers, school psychologists, learning disabilities consultants, teachers of the severely multiply impaired, teachers of the severely mentally impaired, pre-school teachers, department head, school nurse, and all regular full-time teacher assistants employed by the LISD Board of Education in the Special Education program under contract who assist the above named professionals.

**EXCLUDED:**

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

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LENAWEE INTERMEDIATE SCHOOL DISTRICT

APPENDIX II  
8/10/83

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GRIEVANCE REPORT FORM - LIEA

GRIEVANCE # \_\_\_\_\_ SCHOOL DISTRICT \_\_\_\_\_

Distribution of Copies: (a) Superintendent (b) Assistant Superintendent  
(c) Supervisor or Principal (d) Association  
(e) Teacher

Building	Assignment	Name of Grievant
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LEVEL ONE

A. Date Cause of Grievance Occurred

B. 1. Statement of Grievance

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

3. Relief Sought

Signature

Date

C. Disposition by Supervisor or Principal (state reason(s) if grievance is denied)

Signature of Supervisor or Principal

Date



11

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

12  
13  
14  
15  
16  
17

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

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

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

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22

LEVEL FIVE	
A. Date Submitted to State Labor Mediation Board	
B. Disposition of Mediation Board	
<b>Signature of Mediator</b>	
<b>Date</b>	

23  
24  
25

LEVEL SIX	
A. Date Submitted to Arbitration	
B. Disposition and Award of Arbitrator	
<b>Signature of Arbitrator</b>	
<b>Date</b>	

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**LIEA/LISD**  
**1995-96 School Calendar**  
 181 Student Days; 186 Teacher Days

Table Agreement 4/04/95

**JULY 1995**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**JANUARY 1996**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Record Day

**AUGUST 1995**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

In-service Days

**FEBRUARY 1996**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

**SEPTEMBER 1995**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Labor Day

**MARCH 1996**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Winter Break Day

**OCTOBER 1995**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

In-service Day

**APRIL 1996**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Spring Break  
(Apr. 5-Good Friday)

**NOVEMBER 1995**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Thanksgiving Break

**MAY 1996**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Memorial Day

**DECEMBER 1995**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Christmas Break

**JUNE 1996**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Record Day

Codes:  = Vacation Days      = In-service/Record Days

1/2 day (p.m.) In-services to be held on: Oct. 2, 1995; Nov. 28, 1995; Jan. 31, 1996; Mar. 14, 1996

1996-97 School Calendar  
181 Student Days; 186 1/2 Teacher Days

Table Agreement 4/04/95

**JULY 1996**

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

**JANUARY 1997**

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Record Day

**AUGUST 1996**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

In-service Days

**FEBRUARY 1997**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Winter Break Day

**SEPTEMBER 1996**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Labor Day

**MARCH 1997**

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Spring Break  
(Mar. 28-Good Friday)

**OCTOBER 1996**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

In-service Day

**APRIL 1997**

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

**NOVEMBER 1996**

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Thanksgiving Break

**MAY 1997**

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Memorial Day

**DECEMBER 1996**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Christmas Break

**JUNE 1997**

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

June 9-Record Day;  
June 10 - 1/2 Work Day (a.m.)

Codes:  = Vacation Days     = In-service/Record Days



DEPARTMENT OF EDUCATION

TEACHERS' TENURE

Act 4 of 1937 (Ex. Sess.)

AN ACT relative to continuing tenure of office of certificated teachers in public educational institutions; to provide for probationary periods; to regulate discharges or demotions; to provide for resignations and leaves of absence; to create a state tenure commission and to prescribe the powers and duties thereof; and to prescribe penalties for violation of the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-Am. 1964, Act 2, Eff. Aug. 28, 1964.

The People of the State of Michigan enact:

ARTICLE I.  
DEFINITIONS.

§38.71 Teacher; definition.

Sec. 1. (1) The term "teacher" as used in this act means a certificated individual employed for a full school year by any board of education or controlling board.

(2) An individual who is not certificated but is employed for a full school year pursuant to section 1233b of the school code of 1976, Act No. 451 of the Public Acts of 1976, being section 380.1233 b of the Michigan Compiled Laws, or is employed pursuant to an annual vocational authorization or a temporary approval, as defined in state board rule, is considered to be a teacher for the purpose of serving the probationary period under article II, but such an individual is not considered a teacher for the purpose of continuing tenure under article III until he or she becomes certificated.

(3) An individual employed as a teacher in a public school academy established under part 6a of Act No. 451 of the Public Acts of 1976, being sections 380.501 to 380.510 of the Michigan Compiled Laws, is not considered a teacher during that employment for the purpose of continuing tenure under article III: However, an individual described in section 1(4) of article III is a teacher for the purpose of retaining continuing tenure as described in that section.

(4) Teacher does not include an individual whose teaching certificate has expired or has been suspended or revoked.

§38.72 Certificated; definition.

Sec. 2. The term "certificated" means holding a valid teaching certificate, as defined by the state board of education. For the purpose of this section, an individual is considered to be holding a valid teaching certificate if the individual has on file with his or her employing school district either an appropriate teaching certificate issued by the state board of education or, if the individual's application for a teaching certificate has not been confirmed or rejected by the state board, written evidence from the

individual's teacher education college that he or she meets the requirements described in section 1535 of the school code of 1976, Act No. 451 of the Public Acts of 1976, being section 380.1535 of the Michigan Compiled Laws.

§38.73 Controlling board; definition.

Sec. 3. As used in this act, "controlling board" means all boards having the care, management, or control over public school districts and public educational institutions other than a public school academy established under part 6a of the school code of 1976, Act No. 451 of the Public Acts of 1976, being sections 380.501 to 380.510 of the Michigan Compiled Laws.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.73.

§38.74 Demote; definition.

Sec. 4. The word "demote" means to reduce compensation for a particular school year by more than an amount equivalent to 3 days' compensation or to transfer to a position carrying a lower salary.

§38.75 School year; definition.

Sec. 5. The "school year" shall be defined as the legal school year at the time and place where service was rendered.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.75.

ARTICLE II.  
PROBATIONARY PERIOD.

§38.81 Teachers' probationary period; authority of controlling board to grant continuing tenure.

Sec. 1.(1) Subject to subsections (2) and (3), a teacher is in a probationary period during his or her first 4 full school years of employment.

(2) A teacher under contract but not on continuing tenure as of the effective date of the amendatory act that added this subsection is in a probationary period during his or her first 2 full school years of employment.

(3) A teacher on continuing tenure as of the effective date of the amendatory act that added this subsection continues to be on continuing tenure even if the teacher has not served for at least 4 full school years of employment.

§38.82 Probationary period; limitation, extension.

Sec. 2 A teacher shall not be required to serve more than 1 probationary period in any 1 school district or institution. However, upon notice to the tenure commission, the controlling board may grant a third year of probation to a teacher described in section 1(2) of this article.

§38.83 Controlling board; statements of performance and notices of dismissal, issuance to probationary teachers.

Sec. 3. At least 60 days before the close of each school year the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least 60 days before the close of the school year that his services will be discontinued.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.83;-Am. 1967, Act 216, Imd. Eff. July 10, 1967.  
§38.83a

Sec. 3a.(1) If a probationary teacher is employed by a school district for at least 1 full school year, the controlling board of the probationary teacher's employing school district shall ensure that the teacher is provided with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher and that the teacher is provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. This subsection does not prevent a collective bargaining agreement between the controlling board and the teacher's bargaining representative under Act No. 336 of the Public Acts of 1947, being sections 423.201 to 423.216 of the Michigan Compiled Laws, from providing for more performance evaluations or classroom observations in addition to those required under this subsection. Except as specifically stated in this subsection, this section does not require a particular method for conducting a performance evaluation or classroom observation or for providing an individualized development plan.

(2) Failure of a school district to comply with subsection (1) with respect to an individual teacher in a particular school year is conclusive evidence that the teacher's performance for that school year was satisfactory.

§38.84 Probationary period; portions of act inapplicable.

Sec. 4 Articles 4, 5 and 6 shall not apply to any teacher deemed to be in a period of probation.

History: Add. 1963, Act 242, Eff. Sept. 6, 1963.

### ARTICLE III. CONTINUING TENURE.

§38.91 Teacher on continuing tenure; contracts of employment in administrative capacity; salary; extra duty for extra pay.

Sec. 1. (1) After the satisfactory completion of the probationary period, a teacher shall be employed continuously by

the controlling board under which the probationary period has been completed, and shall not be dismissed or demoted except as specified in this act.

(2) If a teacher employed in a program operated by a consortium of school districts was previously on continuing tenure in a school district that participates in the consortium, the teacher shall be considered to be on continuing tenure only in that school district.

(3) If a teacher employed in a program operated by a consortium of school districts was not previously on continuing tenure in a school district that participates in the consortium and satisfactorily completes the probationary period, the teacher shall be considered to be on continuing tenure only in the school district that is the fiscal agent for the consortium. However, if there is a written agreement between the teacher and another participating school district that provides that the teacher will have continuing tenure in that school district, the teacher shall be considered to be on continuing tenure only in that school district and shall not be considered to be on continuing tenure in the school district that is the fiscal agent for the consortium.

(4) If a teacher employed in a public school academy established under part 6a of the school code of 1976, Act No. 451 of the Public Acts of 1976, being sections 380.501 to 380.510 of the Michigan Compiled Laws, is on leave of absence from a school district and was on continuing tenure in the school district at the time he or she began the leave of absence, the teacher retains continuing tenure in that school district during the period he or she is employed in the public school academy.

(5) If a teacher satisfactorily completes the probationary period as an adult education teacher, the teacher shall be considered to be on continuing tenure in the school district only for adult education and shall not by virtue of completing the probationary period as an adult education teacher be considered to be on continuing tenure in the school district for elementary and secondary education.

(6) If a teacher satisfactorily completes the probationary period as an elementary or secondary education teacher, the teacher shall be considered to be on continuing tenure in the school district only for elementary and secondary education and shall not by virtue of completing the probationary period as an elementary or secondary education teacher be considered to be on continuing tenure in the school district for adult education.

(7) If the controlling board provides in a contract of employment of a teacher employed other than as a classroom teacher, including but not limited to, a superintendent, assistant superintendent, principal, department head or director of curriculum, made with the teacher after the completion of the probationary period, that the teacher shall not be considered to be granted continuing tenure in that other capacity by virtue of the contract of employment, then the teacher shall not be granted tenure in that other capacity, but shall be considered to have been granted continuing tenure as an active classroom teacher in the school district. Upon termination of such a contract of employment, if the controlling board does not reemploy the teacher under contract in the capacity covered by the contract, the teacher shall be continuously employed by the controlling board as an active classroom teacher. Failure of a controlling board to reemploy a teacher in any such capacity upon the termination of any such contract of employment described in this subsection shall not be considered to be a demotion under this act. The salary in the position to which the teacher is assigned shall be the same as if the teacher had been continuously employed in the newly

assigned position. Failure of a controlling board to so provide in any such contract of employment of a teacher in a capacity other than a classroom teacher shall be considered to constitute the employment of the teacher on continuing contract in the other capacity and subject to this act.

(8) Continuing tenure does not apply to an annual assignment of extra duty for extra pay.

§38.92 Teacher on continuing tenure; employment by another controlling board.

Sec. 2. If a teacher on continuing tenure is employed by another controlling board, the teacher is not subject to another probationary period of more than 2 years beginning with the date of employment, and may at the option of the controlling board be placed immediately on continuing tenure. A notice provided under section 3 of article 2 shall be given not later than 60 days before the completion of the probationary period. If a teacher on continuing tenure becomes an employee of another controlling board as a result of school district annexation, consolidation or other form of school district reorganization, the teacher shall be placed on continuing tenure within 30 days unless the controlling board, by a 2/3 vote on an individual basis, places the teacher on not more than 2 years' probation. However, if such a teacher is under contract but not on continuing tenure with the employing board as of the effective date of the amendatory act that added this sentence, the teacher is not subject to another probationary period of more than 1 year beginning with the date of employment.

Sec. 3. (1) The controlling board of the school district employing a teacher on continuing tenure shall ensure that the teacher is provided with a performance evaluation at least once every 3 years and, if the teacher has received a less than satisfactory performance evaluation, the school district shall provide the teacher with an individualized development plan developed by appropriate administrative personnel in consultation with the individual teacher. The performance evaluation shall be based on, but is not limited to, at least 2 classroom observations conducted during the period covered by the evaluation and, if the teacher has an individualized development plan, shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. This section does not prevent a collective bargaining agreement between the controlling board and the teacher's bargaining representative under Act No. 336 of the Public Acts of 1947, being sections 423.201 to 423.216 of the Michigan Compiled Laws, from providing for more performance evaluations or classroom observations in addition to those required under this section. Except as specifically stated in this subsection, this section does not require a particular method for conducting a performance evaluation or classroom observation or for providing an individualized development plan.

(2) Failure of a school district to comply with subsection (1) with respect to an individual teacher in a particular 3-year period is conclusive evidence that the teacher's performance for that period was satisfactory.

#### ARTICLE IV. DISCHARGE, DEMOTION OR RETIREMENT.

§38.101 Teacher on continuing tenure; discharge, demotion or retirement; continuation of contracts of teachers over retirement age.

Sec. 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause

and only as provided in this act. This act does not prevent any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under the public school employees retirement act of 1979, Act No. 300 of the Public Acts of 1980, being sections 38.1301 to 38.1408 of the Michigan Compiled Laws, or, having established a reasonable retirement age policy, from temporarily continuing on a year-to-year basis on criteria equally applied to all teachers the contract of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

§38.102 Charges against teacher; filing, notice and hearing.

Sec. 2. All charges against a teacher shall be made in writing, signed by the person making the charges, and filed with the secretary, clerk or other designated officer of the controlling board, and a copy of the charges shall be provided to the teacher. The charges shall specify a proposed outcome of either discharge or a specific demotion of the teacher. The controlling board shall decide whether or not to proceed upon the charges, or may modify the charges and decide to proceed upon the charges as modified, not later than 10 days after the charges are filed with the controlling board. A decision to proceed upon the charges shall not be made except by a majority vote of the controlling board and shall be reduced to writing. The controlling board, if it decides to proceed upon the charges, shall furnish the teacher not later than 5 days after deciding to proceed upon the charges with the written decision to proceed upon the charges, a written statement of the charges and a statement of the teacher's rights under this article.

§38.103 Suspension of teacher pending decision; compensation.

Sec. 3. (1) On the filing of charges in accordance with this article, the controlling board may suspend the accused teacher from active performance of duty until 1 of the following occurs:

(a) The teacher fails to contest the decision to proceed upon the charges within the time period specified in section 4 (1) of this article.

(b) A preliminary decision and order discharging or demoting the teacher is issued by the administrative law judge under section 4(5)(i) of this article.

(c) If the preliminary decision and order is to reinstate the teacher, a final decision and order is rendered by the tenure commission under section 4(5)(m) of this article.

(2) If a teacher is suspended as described in subsection (1), the teacher's salary shall continue during the suspension. However, if the teacher is convicted of a felony, the controlling board may discontinue the teacher's salary effective upon the date of the conviction.

(3) If a preliminary decision and order discharging a teacher is issued by the administrative law judge and the tenure commission subsequently reverses the preliminary decision and order of the administrative law judge, the tenure commission may order back pay.

§38.104. Hearing; rules and regulations.

Sec. 4. (1) A teacher on continuing tenure may contest the controlling board's decision to proceed upon the charges against the teacher by filing a claim of appeal with the tenure commission and serving a copy of the claim of appeal on the controlling board not later than 20 days after receipt of the



controlling board's decision. The controlling board shall file its answer with the tenure commission and serve a copy of the answer on the teacher not later than 10 days after service of the claim of appeal. If the teacher does not contest the controlling board's decision in the time and manner specified in this subsection, the discharge or demotion specified in the charges takes effect and the teacher shall be considered to have waived any right to contest the discharge or demotion under this act.

(2) An administrative law judge described in subsection (3) shall furnish to each party without undue delay a notice of hearing fixing the date and place of the hearing. The hearing date shall not be less than 10 days after the date the notice of hearing is furnished and shall not be more than 60 days after service of the controlling board's answer unless the tenure commission grants a delay for good cause shown by the teacher or controlling board.

(3) The hearing shall be conducted by an administrative law judge who is an attorney licensed to practice law in this state and is employed by the department of education. An administrative law judge who conducts hearings under this section shall not advise the tenure commission or otherwise participate in a tenure commission review of an administrative law judge's preliminary decision and order under this section.

(4) Except as otherwise provided in this section, the hearing shall be conducted in accordance with chapter 4 of the administrative procedures act of 1969, Act No. 306 of the Public Acts of 1969, being sections 24.271 to 24.287 of the Michigan Compiled Laws, and in accordance with rules promulgated by the tenure commission.

(5) The hearing and tenure commission review shall be conducted in accordance with the following:

(a) The hearing shall be public or private at the option of the teacher.

(b) The hearing shall be held at a convenient place in the county in which all or a portion of the school district is located or, if mutually agreed by the parties, at the tenure commission offices in Lansing. The administrative law judge's necessary travel expenses associated with conducting the hearing outside Lansing shall be borne equally by the tenure commission and the controlling board.

(c) Both the teacher and the controlling board may be represented by legal counsel.

(d) Testimony at the hearing shall be on oath or affirmation.

(e) A stenographer shall make a full record of the proceedings of the hearing. The cost of employing the stenographer and of providing the record shall be borne equally by the tenure commission and the controlling board.

(f) The administrative law judge may subpoena witnesses and documentary evidence on his or her own motion, and shall do so at the request of the controlling board or the teacher. If a person refuses to appear and testify in answer to subpoena issued by the administrative law judge, the party on whose behalf the subpoena was issued may file a petition in the circuit court for the county in which the hearing is held for an order requiring compliance. Failure to obey such an order of the court may be punished by the court as contempt.

(g) The hearing shall be concluded not later than 90 days after the teacher's claim of appeal was filed with the tenure commission.

(h) The administrative law judge shall make the necessary orders to ensure that the case is submitted for decision not later than 50 days after the hearing is concluded.

(i) Not later than 60 days after submission of the case for decision, the administrative law judge shall serve a preliminary decision and order in writing upon each party or the party's attorney and the tenure commission. The preliminary decision and order shall grant, deny, or modify the discharge or demotion specified in the charges.

(j) Not later than 20 days after service of the preliminary decision and order, a party may file with the tenure commission a statement of exceptions to the preliminary decision and order or to any part of the record or proceedings, including, but not limited to, rulings on motions or objections, along with a written brief in support of the exceptions. The party shall serve a copy of the statement of exceptions and brief upon each of the other parties within the time limit for filing the exceptions and brief. If there are no exceptions timely filed, the preliminary decision and order becomes the tenure commission's final decision and order.

(k) Not later than 10 days after being served with the other party's exceptions and brief, a party may file a statement of cross-exceptions responding to the other party's exceptions or a statement in support of the preliminary decision and order with the tenure commission, along with a written brief in support of the cross-exceptions or of the preliminary decision and order. The party shall serve a copy of the statement of cross-exceptions or of the statement in support of the preliminary decision and order and a copy of the brief on each of the other parties.

(l) A matter that is not included in a statement of exceptions filed under subdivision (j) or in a statement of cross-exceptions filed under subdivision (k) is considered waived and cannot be heard before the tenure commission or on appeal to the court of appeals.

(m) If exceptions are filed, the tenure commission, after review of the record and the exceptions, may adopt, modify, or reverse the preliminary decision and order. The tenure commission shall not hear any additional evidence and its review shall be limited to consideration of the issues raised in the exceptions based solely on the evidence contained in the record from the hearing. The tenure commission shall issue its final decision and order not later than 60 days after the exceptions are filed.

(6) After giving the party notice and an opportunity to comply, the administrative law judge or the tenure commission may dismiss an appeal or deny a discharge or demotion for a party's lack of progress or for a party's repeated failure to comply with the procedures specified in this section or the tenure commission's rules.

(7) A party aggrieved by a final decision and order of the tenure commission may appeal the decision and order to the court of appeals in accordance with the Michigan court rules within 20 days after the date of the decision and order.

§38.104a. Hearing where witness testifies as alleged victim of sexual, physical, or psychological abuse; definitions; use of dolls or mannequins; support person; notice; ruling on objection

exclusion of persons not necessary to proceeding; section additional to other protections or procedures; hearings to which section applicable; effective date.

Sec. 4a. (1) As used in this section:

(a) "Developmental disability" means an impairment of general intellectual functioning or adaptive behavior which meets the following criteria:

(i) It originated before the person became 18 years of age.

(ii) It has continued since its origination or can be expected to continue indefinitely.

(iii) It constitutes a substantial burden to the impaired person's ability to perform normally in society.

(iv) It is attributable to mental retardation, autism, or any other condition of a person found closely related to mental retardation because it produces a similar impairment or requires treatment and services similar to those required for a person who is mentally retarded.

(b) "Witness" means an alleged victim under subsection (2) who is either of the following:

(i) A person under 15 years of age.

(ii) A person 15 years of age or older with a developmental disability.

(2) This section only applies to a hearing held pursuant to this article where a witness testifies as an alleged victim of sexual, physical, or psychological abuse. "Psychological abuse" means an injury to a child's mental condition or welfare that is not necessarily permanent but results in substantial and protracted, visibly demonstrable manifestations of mental distress.

(3) If pertinent, the witness shall be permitted the use of dolls or mannequins, including, but not limited to, anatomically correct dolls or mannequins, to assist the witness in testifying on direct and cross-examination.

(4) A witness who is called upon to testify shall be permitted to have a support person sit with, accompany, or be in close proximity to the witness during his or her testimony. A notice of intent to use a support person shall name the support person, identify the relationship the support person has with the witness, and shall give notice to all parties to the proceeding that the witness may request that the named support person sit with the witness when the witness is called upon to testify during any stage of the proceeding. The notice of intent to use a named support person shall be served upon all parties to the proceeding. The controlling board shall rule on any objection to the use of a named support person prior to the date at which the witness desires to use the support person.

(5) In a hearing under this section, all persons not necessary to the proceeding shall be excluded during the witness's testimony.

(6) This section is in addition to other protections or procedures afforded to a witness by law or court rule.

(7) This section applies to hearings beginning on or after January 1, 1988.

(8) This section shall take effect January 1, 1988.

History: Add. 1987, Act 47, Eff. Jan. 1, 1988.

§38.105 Necessary reduction in personnel; first vacancy.

Sec. 5. For a period of 3 years after the effective date of the termination of the teacher's services, a teacher on continuing tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which the teacher is certificated and qualified. However, for a teacher on continuing tenure in a school district whose services were terminated before the effective date of the amendatory act that added this sentence, the teacher's right under this section to be appointed to the first vacancy in the school district for which the teacher is certificated and qualified shall continue for a period of 3 years after the effective date of the amendatory act that added this sentence. This section does not prevent a school district from re-employing after the 3-year period specified in this section a teacher described in this section who was previously employed in that school district.

#### ARTICLE V. RESIGNATION AND LEAVE OF ABSENCE.

§38.111 Resignation or leave of absence; notice required.

Sec. 1. No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent, without giving a written notice to said controlling board at least 60 days before September first of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this section shall forfeit his rights to continuing tenure previously acquired under this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.111.

§38.112 Leave of absence; physical or mental disability.

Sec. 2. Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed 1 year, subject to renewal at the will of the board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling board for a period not to exceed 1 year: Provided further, That any teacher so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence in accordance with the provisions for a hearing in article 4, section 4 of this act: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept 1, 1937;-CL 1948, 38.112.

#### ARTICLE VI. RIGHT TO APPEAL.

§38.121 Appeal to state tenure commission; notice, hearing.

Sec. 1. A teacher who has achieved continuing tenure status may appeal to the tenure commission any decision of a controlling board under this act, other than a decision governed by article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The tenure commission shall provide for a hearing on the appeal. Notice and

conduct of the hearing shall be the same as provided in article IV and in rules promulgated by the tenure commission.

ARTICLE VII.  
STATE TENURE COMMISSION.

§38.131 State tenure commission; creation, membership; superintendent as ex-officio secretary; legal advisor.

Sec. 1. There is hereby created a state tenure commission of 5 members: 2 of whom shall be classroom instructors, 1 a member of a board of education of a graded or city school district, 1 a person not a member of a board of education or a teacher, and 1 a superintendent of schools. The superintendent of public instruction shall be ex-officio secretary of the commission, and the attorney general shall assign to the commission an assistant who shall be legal advisor to the commission.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.131; -Am. 1963, Act 242, Eff. Sept. 6, 1963.

§38.132 Tenure commission; members, appointment, terms, vacancies.

Sec. 2. Within 30 days after the effective date of this act, the governor shall appoint the members of the tenure commission for the following terms: One for a term of 3 years, 1 for a term of 2 years and 1 for a term of 1 year. Each term shall begin on the first day of September. Immediately preceding the expiration of their respective terms the governor shall appoint succeeding members of the tenure commission for terms of 5 years. In the event of a vacancy on the tenure commission the governor shall immediately appoint a successor to complete the unexpired term.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.132.

§38.133 Tenure commission; geographical qualifications of members.

Sec. 3. Not more than 1 member of the tenure commission shall be appointed from any 1 school district.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.133.

§38.134 Tenure commission; qualifications of teacher member.

Sec. 4. Any teacher appointed to the tenure commission after September 1, 1938, must be on continuing tenure.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.134.

§38.135 Tenure commission; membership of teacher not to affect tenure.

Sec. 5. Membership on the state tenure commission shall not adversely affect the status of the teacher's tenure with a controlling board.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.135.

§38.136 Tenure commission; times and places of meetings; conducting business at public meeting; notice of meeting.

Sec. 6 (1) The tenure commission shall meet twice a year at stated times in the city of Lansing, and at other times and in other places as determined by the commission.

(2) The business which the commission may perform shall be conducted in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws. Public notice of the time, date, and place of the meeting shall be given in the manner required by Act No. 267 of the Public Acts of 1976.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.136; -Am. 1977, Act 252, Imd. Eff. Dec. 6, 1977.

§38.137 Tenure commission; powers.

Sec. 7. The tenure commission is hereby vested with such powers as are necessary to carry out and enforce the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.137.

§38.138 Tenure commission; compensation and expenses.

Sec. 8. The per diem compensation of the state tenure commission and the schedule for reimbursement of expenses shall be established annually by the legislature.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.138; -Am 1965, Act 8, Imd. Eff. Apr. 8, 1965; -Am. 1975, Act 56, Imd. Eff. May 20, 1975.

§38.139 Tenure commission; board of review for cases appealed from decision of controlling board; location of records; availability of certain writings to public.

Sec. 9. (1) The tenure commission shall act as a board of review for all cases appealed from the decision of a controlling board. All records of the tenure commission shall be kept in the office of the superintendent of public instruction.

(2) A writing prepared, owned, used in the possession of, or retained by the commission in the performance of an official function shall be made available to the public in compliance with the freedom of information act, Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

§38.140 Tenure commission; organizational meeting, election of officers, rules and regulations.

Sec. 10. Within 30 days after the effective date of this act, the tenure commission shall hold a meeting in the city of Lansing for the purpose of organization and the election of a chairman and secretary, both of whom shall be members of the commission. The tenure commission shall draw up rules and regulations and shall have the power to amend same and to provide for the conduct of its affairs in such manner as shall be consistent with the provisions of this act.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; -CL 1948, 38.140. Administrative rules: R 38.131 et seq. of the Michigan Administrative Code.



§38.141 Repealed. 1965, Act 8, Imd. Eff. Apr. 8, 1965.

Compiler's note: The repealed section provided two-year appropriation for expenses of the tenure commission.

ARTICLE VIII.  
DISTRICTS.

§38.1511 Application of act.

Sec. 1. This act shall apply to all school districts of the state.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.151;-AM 1964, Act 2, Eff. Aug. 28, 1964.

ARTICLE IX.  
PENALTY.

§38.161 Violation of act; penalty.

Sec. 1. Failure of any member of a controlling board to comply with any provisions of this act shall be deemed a violation of the law and shall subject said member to the same penalty as prescribed for a violation of the general school law.

ARTICLE X.  
INCONSISTENT ACTS.

Uncompiled section: Section 1 of Art. X of this act was not compiled .

§38.172 Teachers; waiver of rights in contracts prohibited.

Sec. 2. No teacher may waive any rights and privileges under this act in any contract or agreement made with a controlling board. In the event that any section or sections of a contract or agreement entered into between a teacher and a controlling board make continuance of employment of such teacher contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals, provided by this act, such section or sections of a contract or agreement shall be invalid and of no effect in relation to determination of continuance of employment of such teacher.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.172.

Uncompiled section: Section 1 of Art. XI of this act was not compiled.

ARTICLE XII.

§38.191 Effective date.

Sec. 1. This act shall take effect and be in force from and after September first, 1937.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;-CL 1948, 38.191.

