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8/31/2003

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

*Lenawee Intermediate School District*

**August 2000 – August 2003**





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**AGREEMENT BETWEEN**

**THE LENAWEE INTERMEDIATE SCHOOL DISTRICT**

**AND**

**THE LCEA-LIEA-MEA-NEA**

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- A. This Agreement, entered into this 1st day of August, 2000, between the Board of Education of the Lenawee Intermediate School District, Lenawee County, Michigan, hereinafter referred to as the "Board," and the Lenawee County Education Association-Lenawee Intermediate Education Association-Michigan Education Association-National Education Association, hereinafter referred to as the "Association."
- B. It is mutually agreed as follows:

**ARTICLE I: Recognition and Term**

- 1  
2  
3 A. The Board recognizes the Association as the sole and exclusive bargaining agent for all  
4 professional Special Education programs and services personnel, Certified Occupational  
5 Therapy Assistants, Physical Therapist Assistants, Teacher Assistants, and Health Care  
6 Assistants who assist those personnel, who are employed by the Board. A list of those  
7 positions that are included in and excluded from the bargaining unit are listed in  
8 Appendix I.  
9
- 10 B. Newly created job categories will be included within the bargaining unit upon agreement  
11 of the parties. If the parties cannot reach agreement on the inclusion or exclusion of a  
12 newly created position within thirty (30) days, either party may submit the dispute to the  
13 Michigan Employment Relations Commission (MERC).  
14
- 15 C. Any substitute employed in the same position for sixty (60) consecutive days on a full-  
16 time basis shall be thereafter granted a salary not less than the minimum salary on the  
17 current salary schedule. A substitute employed in the same position for 150  
18 consecutive days on a full-time basis shall be thereafter accorded the full rights of this  
19 agreement.  
20
- 21 D. The Board agrees not to negotiate with, or recognize, any employees' organization other  
22 than the Association for the above specified job classifications for the duration of the  
23 Agreement.  
24
- 25 E. This contract shall commence on the 25th day of August, 2000 and terminate on the  
26 31st day of August, 2003 at 11:59 p.m.  
27

## ARTICLE II: Association and Employee Rights

- 1  
2  
3 A. The Board and the Association agree that they will not directly or indirectly discourage or  
4 deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 of  
5 1947 as amended or other laws of Michigan or the United States, or the Constitution of  
6 Michigan and the United States.  
7
- 8 B. The Association shall have the right, so long as in compliance with the reasonable rules  
9 and regulations of the Board, to use a room within a building of the Board at reasonable  
10 hours for meetings while this contract is in full force and effect, provided they have prior  
11 approval from the Assistant Superintendent of Special Education, the Superintendent, or  
12 designee.  
13
- 14 C. The bulletin boards, office equipment, and telephones shall be made available when not  
15 otherwise in use to the Association at no expense to the Board. The Association shall  
16 be responsible for any materials placed upon the bulletin boards by the Association  
17 officers. The Association may use the inter-office mail services and employee mail  
18 boxes for communication to professional personnel.  
19
- 20 D. The Board agrees to furnish two copies to the Association in response to requests from  
21 time-to-time, available public information concerning the financial resources of the  
22 district; tentative budgetary requirements and allocations and such other generally  
23 available information as will assist the Association in developing intelligent, collective  
24 bargaining requests and necessary information to process a grievance. Such  
25 information shall be supplied within 30 days if available in the requested form.  
26
- 27 E. An employee shall be entitled to have present a representative of the Association when  
28 s/he has been called in to be reprimanded, warned or disciplined for any infraction of  
29 discipline or delinquency in professional performance. When a request for such  
30 representation is made, no action shall be taken with respect to the employee until such  
31 representative of the association is present or no later than two (2) working days after  
32 request for such representation was made.  
33
- 34 F. Whenever the administration or Board is seriously contemplating a particular significant  
35 curriculum change, the affected bargaining unit members shall be invited to give input  
36 into such change.  
37
- 38 G. The Board agrees that it will not discriminate against any bargaining unit member in the  
39 application of this Agreement or in other ways because of the employee's race, creed,  
40 religion, color, national origin or ancestry, age, sex, marital status, sexual orientation or  
41 physical characteristics.  
42
- 43 H. The Board shall provide up to four (4) days of release time without loss of pay or other  
44 benefits for bargaining unit members to perform tasks for the Association. The  
45 Association will reimburse the Board the per diem rate of pay for the LIEA member  
46 involved for the third and fourth day. The President of the Association shall notify in  
47 writing as soon as possible the Superintendent or his/her designee when and to whom  
48 such days are to be granted.  
49
- 50 I. The Board shall distribute all policies which employees should follow, to all employees  
51 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 by  
6 the Board without prior negotiations with the Association either as to the taking of action  
7 under such rights or with respect to the consequence of such action during the term of  
8 this Agreement. The Board, on its own behalf and on behalf of the electors of the  
9 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 programs,  
16 including the properties and facilities of the District, and the activities of its  
17 employees during the school day. The parties acknowledge that all employees are  
18 expected to comply with the Board of Education's Policy on Technology Code of  
19 Conduct. Incorporated in that Policy is a provision stating that no reasonable  
20 expectation of privacy exists for employee use of electronic communications  
21 systems, including, but not limited to, "e-mail" messages, attachments received,  
22 electronic files, and transmissions. A copy of the Technology Code of Conduct  
23 shall be provided to each member of the unit, once a year, and upon request.  
24  
25 2. To hire all employees and subject to provisions of law, to determine their  
26 qualifications and the conditions for their continued employment or their dismissal  
27 or demotion; and to promote and transfer all such employees.  
28

29 B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the  
30 Board, shall be limited only by the specific and express terms of this Agreement and  
31 then only to the extent such specific and express terms hereof are in conformance with  
32 the Constitution and laws of the State of Michigan and the Constitution and laws of the  
33 United States.  
34

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

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

- 1  
2  
3 A. It is expressly understood that membership in the Association shall not be a condition of  
4 employment. It is further understood that each employee shall pay their fair share of  
5 negotiation expenses as certified to the Board of Education, and said fees will be payroll  
6 deducted in the same manner as dues are collected or by direct payment to the  
7 Association. Failure to pay dues or representation benefit fees shall be cause for  
8 dismissal.

9  
10 All regular full-time and regular part-time employees, as a condition of continued  
11 employment, shall either:

- 12  
13 1. Sign and deliver to the Board an assignment form authorizing deduction of  
14 membership dues of the Association (including the National and Michigan  
15 Education Associations) and such authorization shall continue in effect from year-  
16 to-year unless revoked in writing;

17  
18 or

- 19  
20  
21 2. Cause to be paid to the Association a representation benefit fee equal to the non-  
22 member's proportionate share of the cost of negotiating and administering this  
23 Agreement within sixty (60) days after the commencement of employment. The  
24 Association shall deliver to the Superintendent on or before the 15th of September  
25 of each year of this contract, a written statement specifying the amount of the non-  
26 member's representation benefit fee.
- 27  
28 3. Part-time professional personnel, other than those excluded, shall pay a  
29 proportionate share of either membership dues or the representation benefit fees  
30 as determined by the Association.

- 31  
32 B. In the event neither of the provisions of Paragraph A. are met, the Board, upon receiving  
33 a written and signed complaint from the Association indicating the employee has failed  
34 to comply with either condition, shall process said complaint in accordance with the  
35 Public Employee Relations Act, the charging party being the Association, the Board  
36 shall immediately notify said employee his/her services shall be discontinued at the end  
37 of the then current school year unless prior to employing a replacement, the Board of  
38 Education shall receive written notification and the employee that the dues or non-  
39 member's representation benefit fee have been paid in full and that said complaint has  
40 been withdrawn. It is expressly understood that in the event the Board of Education  
41 shall hire a new employee to replace an employee whose services have been  
42 discontinued under the terms of this Article, then and in that event, neither Association  
43 nor the employee shall have the right to withdraw said complaint, it being recognized by  
44 the Association and any employee employed under the terms of this contract that the  
45 Board has a reasonable right to proceed to replace an employee against whom charges  
46 have been filed under the terms of this Article. The refusal of an employee to contribute  
47 fairly to the cost of negotiation and administration of this and subsequent agreements is  
48 recognized by the Association and the Board of Education as just and reasonable cause  
49 for the termination of employment.

- 50  
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 in  
55 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 September  
59 and terminating in the month of June. In the event an employee is not continuously  
60 employed or begins employment after the start of the school year, the twenty (20) equal  
61 payments may be extended into July and August.  
62

63 E. The Board's representative shall notify the president and treasurer of the Association,  
64 within twelve (12) calendar days of hire, of new LIEA employees. The information shall  
65 include but not be limited to the new employee's name and work location.  
66

67 F. Dues authorization shall be filed with the Payroll Coordinator of the Lenawee  
68 Intermediate School District no later than the 15th day of September of each year of this  
69 contract, to become effective with the first scheduled dues deduction in the coming  
70 school year. Dues authorization filed after the 15th of September of each year shall not  
71 be honored for payroll deductions unless said employee was not employed prior to the  
72 above stated date.  
73

74 G. Dues authorization filed with the Payroll Coordinator of the Lenawee Intermediate  
75 School District shall continue in effect until revocation form, in writing, is signed by the  
76 employee and filed with said Payroll Coordinator and with the Association President or  
77 Treasurer. It is expressly understood that the Payroll Coordinator need honor only one  
78 (1) authorization form per year.  
79

80 H. The Association shall on or before the 15th day of September of each school year, give  
81 written notification to the Payroll Coordinator of the Lenawee Intermediate School  
82 District of the amount of its dues and those of the MEA and NEA, which dues are to be  
83 deducted in the coming school year under such dues authorizations. The amounts of  
84 deductions for these dues as per said written notification shall not be subject to change  
85 during the entire school year.  
86

87 I. Dues deductions, along with an alphabetical list of employees, shall be transmitted by  
88 the payroll office to the Lenawee Intermediate Education Association Treasurer, located  
89 at the following address.  
90

91 Milton C. Porter Education Center  
92 2946 Sutton Road  
93 Adrian, MI 49221  
94

95 J. All refunds claimed for dues shall be the sole responsibility of the Association. The  
96 Association agrees to reimburse any employee for the amount of any dues deducted by  
97 the Board and paid to the Association, which deduction is by error in excess of the  
98 proper deduction, and agrees to hold the Board harmless from any and all claims of  
99 excessive dues deductions.  
100

- 101 K. Any dispute between the Association and the Board which may arise as to whether an  
102 employee properly executed or properly revoked an authorization form pursuant to this  
103 Article shall be reviewed with the employee by the representative of the Board. Until the  
104 matter is disposed of, no further deductions shall be made. The Board assumes no  
105 liability for authenticity, execution, or revocation of the authorization form.  
106
- 107 L. In the event of any action against the Board brought in a court or administrative agency  
108 because of its compliance with this Article, the Association agrees to defend such action  
109 at its own expense and through counsel of its choice approved by the Board of  
110 Education. The Board notifies the Association of such action as soon as practicable.  
111
- 112 The Board shall give cooperation to the Association and its counsel in preparation for  
113 any court or administrative agency action which results from compliance with this Article.  
114
- 115 The Association agrees that in any action so defended, it will indemnify and hold  
116 harmless the Board from any liability for damages and costs imposed by a judgment of a  
117 court or administrative agency as a direct consequence of the Board's compliance with  
118 the Article.  
119
- 120 M. Upon appropriate written authorization from the employee, the Board shall deduct from  
121 the salary of any employee and make appropriate remittance for other payroll  
122 deductions as authorized by the Board or plans jointly approved by the Association and  
123 the Board. Such deductions include:  
124
- 125 1. Insurance
  - 126 2. Association Dues and Political Contributions
  - 127 3. Savings Bond
  - 128 4. LENCO Credit Union
  - 129 5. Annuities
  - 130 6. United Fund
  - 131 7. Representation Benefit Fee
  - 132 8. LIEA members will have access to the LISD Section 125 Cafeteria Plan which  
133 includes provisions for medical reimbursement and dependent care reimbursement  
134 per LISD policies and procedures. Open enrollment for the Section 125 Cafeteria  
135 Plan will be made available upon ratification of the 2000-2001 school year  
136 contract. LIEA members shall pay a service fee of \$1.50 per plan, per month.  
137 This service fee may be reduced or eliminated but shall not be increased.  
138

## ARTICLE V : Professional Compensations

- 1  
2  
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 term of this  
6 Agreement and neither party may require the other to enter into negotiations for  
7 the purpose of altering or amending same, but can be reopened if mutually agreed  
8 upon by both parties. New "Letters of Agreement" after July 1, 2000, if mutually  
9 agreed to, are to be in effect for a specific period of time not to extend past the end  
10 date of the current contract.  
11
- 12 B. 1. The salary schedule for all full-time employees is based upon a normal working  
13 year as defined in Article VI, Paragraph A. Part-time employees shall be paid in  
14 proportion to time worked on the same salary schedule for full-time employees.  
15 The following fringe benefits only are to be prorated for part-time employees:  
16 personal days, sick days, health and medical insurance and compensatory time.  
17
- 18 2. Anyone working 125 days or more in a contract year will move up one step on the  
19 salary schedule. This includes days worked in an extended year program.  
20 Employees working less than 125 days in a contract year can add the  
21 accumulated days until they have acquired 125. Then said employee will be  
22 entitled to an additional salary schedule step on their next annual contract.  
23 Following such a step increase, the employee will begin accumulating days from  
24 zero. Those employees who have accumulated days since July 1, 1991 will be  
25 given credit for years accumulated and will be given credit for those years  
26 beginning with the 1994-95 contract year\*.  
27

28 See examples below:  
29

30	a.	1991-92	STEP 7	74 days worked
31		1992-93	STEP 7	110 days worked
32		1993-94	STEP 7	110 days worked
33		*1994-95	STEP 8	Carryover days = 110 days from 1993-94
34				
35	b.	1991-92	STEP 8	67 days worked
36		1992-93	STEP 8	44 days worked
37		1993-94	STEP 8	69 ½ days worked
38		*1994-95	STEP 9	Carryover days = 0
39				
40	c.	1992-93	STEP 8	110 days worked
41		1993-94	STEP 8	147 days worked
42		*1994-95	STEP 9	Carryover days = 110 days from 1992-93
43				
44	d.	1991-92	STEP 2	110 days worked
45		1992-93	STEP 2	120 days worked
46		1993-94	STEP 2	83 days worked
47		*1994-95	STEP 3	Carryover days = 83 days from 1993-94

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

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

D. The Board recognizes the importance of attendance at state, national and other professional conferences and visitations appropriate to the discipline. Upon approval of the Assistant Superintendent of Special Education, the Board will permit its employees to attend such approved meetings without loss of salary. Each professional person will be reimbursed at a maximum of \$375.00 per year. COTA/PTA members will be reimbursed at a maximum of \$350.00 per year. Teacher Assistants will be reimbursed at a maximum of \$225.00 per year. Health Care Assistants will be reimbursed at a maximum of \$150.00 per year. All conference, training, and visitation requests must be pre-approved to be eligible for reimbursement. Members filling part-time positions will be eligible for prorated professional development monies.

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

- 4 A. Special Education staff other than those hired on a twelve-month basis shall work  
5 according to the school calendar, unless using a pre-approved flex 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 students shall not be in attendance,  
9 provided the students are in attendance the number of days and hours prescribed by  
10 statute. Assistants shall report for duty on such days to perform work previously  
11 planned with the teacher.  
12
- 13 C. 1. The following holidays shall be observed: New Year's Day, Memorial Day,  
14 Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.  
15
- 16 2. If an employee is unable to work during a scheduled workday or scheduled work  
17 hours due to his/her religion, the employee will be granted time off with pay to  
18 accommodate the employee and the employee shall make up the lost time. The  
19 employee and his/her supervisor shall mutually agree, at least ten (10) calendar days  
20 prior to the holiday, upon how and when the employee will make up the lost time. It is  
21 understood that the employee will work the full number of contracted days unless the  
22 employee requests an unpaid leave of absence.  
23
- 24
- 25 D. 1. The 2000-2001 school calendar shall consist of one hundred eighty-three (183)  
26 scheduled days of student instruction, and four (4) Teacher workdays. Teacher  
27 workdays may be used for professional development activities/in-services, teacher  
28 records, and/or other administration approved work-related activities. Staff in  
29 programs requiring 230 student instruction days shall be paid at their daily rate for  
30 their days beyond the 187 required days. Summer program schedule may be  
31 shortened and therefore salary prorated.  
32

33 The LISD and LIEA shall meet prior to November 15<sup>th</sup>, 2000 to discuss the school  
34 calendars for the 2001-02 and 2002-03 school years, and will endeavor to reach  
35 agreement by January 19<sup>th</sup>, 2001.  
36

37 By February 1, 2001 Special Education Administration and LIEA shall meet to  
38 discuss procedures and guidelines to implement the "Planned Individualized  
39 Workday." (Planned Individualized Workdays shall be included in the 2001-02 and  
40 2002-03 school years.) Planning for implementation of guidelines shall be  
41 completed no later than May 01, 2001.  
42

43 The 2001-2002 school calendar shall consist of one hundred eighty-three (183)  
44 scheduled days of student instruction, and five (5) Teacher workdays. Teacher  
45 workdays may be used for professional development activities/in-services, teacher  
46 records, and/or other administration approved work-related activities. One of the  
47 five (5) Teacher workdays may be used as a "Planned Individualized Workday". If  
48 the Planned Individualized Workday is used outside of the regular school calendar  
49 then the staff member shall be given a flex day, to be taken at a time that is  
50 approved by their supervisor. Staff in programs requiring 230 student instruction  
51 days shall be paid at their daily rate for their days beyond the 188 required days.  
52 Summer program schedule may be shortened and therefore salary prorated.

53  
54 The 2002-2003 school calendar shall consist of one hundred eighty-three (183)  
55 scheduled days of student instruction, and five (5) Teacher workdays. Teacher  
56 workdays may be used for professional development activities/in-services, teacher  
57 records, and/or other administration approved work-related activities. One of the  
58 five (5) Teacher workdays may be used as a "Planned Individualized Workday". If  
59 the Planned Individualized Workday is used outside of the regular school calendar  
60 then the staff member shall be given a flex day, to be taken at a time that is  
61 approved by their supervisor. Staff in programs requiring 230 student instruction  
62 days shall be paid at their daily rate for their days beyond the 188 required days.  
63 Summer program schedule may be shortened and therefore salary prorated.  
64  
65

66 2. In the event school is closed due to conditions not within the control of school  
67 authorities, such as inclement weather, fire, epidemics, mechanical failure, health  
68 conditions as defined by the City, County, or State authorities, or other "Acts of  
69 God," staff will not be required to report after the first two Act of God days and  
70 shall receive their regular pay for those days. However, all canceled days after  
71 two (2) shall be rescheduled and be made up at the end of the school year, unless  
72 the Board and Association agree upon different make-up dates. Staff shall report  
73 to work on the rescheduled make-up days with no additional compensation.  
74

75 3. In the event of adverse weather or other "Act of God" conditions, that closes the  
76 building(s) in which members are scheduled for that day or portion of day,  
77 members will report to their LISD office and/or classroom on the 1<sup>st</sup> and 2<sup>nd</sup> "Act of  
78 God" days by 11:00 AM, unless otherwise notified by the Assistant Superintendent  
79 of Special Education or his/her designee. Members making home visitations will  
80 use their own judgement and report their change of schedule to the Assistant  
81 Superintendent of Special Education or his/her designee for approval. In regard to  
82 this paragraph, other members may use their own judgement not to report, but will  
83 be charged one half (1/2) day of compensatory time or one half (1/2) day of  
84 personal business time, or take one half (1/2) day of unpaid time or make up one  
85 half (1/2) day at the end of the school year per occurrence. Members are to  
86 communicate with their immediate supervisor regarding their responsibilities for the  
87 1<sup>st</sup> and 2<sup>nd</sup> "Act of God" days. The administration will provide an updated weather  
88 guideline informational memo to members based on the ad hoc work of members  
89 and the administration dated (4/7/99).  
90

91  
92 E. The supervisors of Level III programs housed in local districts will arrange a meeting by  
93 September 30th of each year with LIEA members to review calendar differences  
94 between the LISD and the local district.  
95

## ARTICLE VII: Working Hours

- 1  
2  
3 A. 1. Classroom employees at the Porter Center agree to be at their workstations  
4 twenty-five (25) minutes prior to the start of the instructional day and to leave not  
5 less than fifteen (15) minutes after the end of the instructional school day.  
6  
7 2. Classroom employees at the LISD Preschool Programs at Tipton and Telemon  
8 agree to be at their workstations twenty-five (25) minutes prior to the start of the  
9 instructional day and to leave not less than fifteen (15) minutes after the end of the  
10 instructional day.  
11  
12 3. Classroom employees agree to be at the Maurice Spear Campus fifteen (15)  
13 minutes prior to the start of the instructional day and to leave their workstations not  
14 prior to the dismissal of all students at the end of the instructional day. It is  
15 expected that all classroom employees will either arrive in their classroom with, or  
16 prior to, students for their first class period.  
17  
18 4. Classroom employees at the Laura Haviland Program (Elementary and  
19 Secondary) agree to be at their workstation twenty-five (25) minutes prior to the  
20 start of the instructional day and to leave not less than fifteen (15) minutes after  
21 the end of the instructional school day.  
22  
23 5. Classroom employees working at the Porter Center off campus Adult Services  
24 community sites agree to be at their workstations twenty-five (25) minutes prior to  
25 the start of the instructional day and to leave not less than fifteen (15) minutes  
26 after the end of the instructional day. Staff who are assigned to assist students at  
27 unique workstations i.e., work experience sties, will develop their specific work  
28 schedule with prior approval from their supervisor.  
29  
30 6. All classroom employees whose job location is a particular building in a local  
31 school district shall keep the same number of hours as the professional staff in the  
32 building to which they are assigned. If LIEA member(s) schedule does not provide  
33 a duty free lunch, the supervisor will work with staff to resolve the situation within  
34 ten (10) working days of notification by the employee. Program supervisor(s) will  
35 work with LIEA member(s), assigned to Level III classrooms housed in local  
36 districts to have reasonable planning time. The exact schedule of the hours shall  
37 be determined by the supervisor.  
38  
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40 B. Classroom employees at the Porter Center (including PPI employees), Maurice Spear  
41 Campus and the Laura Haviland Campus shall be entitled to thirty (30) minutes of relief  
42 time per day and an additional thirty (30) minutes of planning time per day. During the  
43 summer session, classroom employees at the Porter Center shall be entitled to fifteen  
44 (15) minutes of relief time each day during the student day and an additional thirty (30)  
45 minutes of planning time each day prior to the start of the student day. This shall include  
46 time for lunch. The teacher and the teacher assistant must jointly be with the students  
47 for not less than five (5) hours of instruction per day during the regular school year.  
48 Teachers and Teacher Assistants who are employed in programs that are state  
49 mandated for more than 180 students days, must jointly be with the students for not less  
50 than three (3) hours of instruction per day during the summer session.  
51

- 52 C. An employee engaged during the school day in negotiating on behalf of the Association  
53 with any representative of the Board or participating in any professional grievance  
54 negotiation, including mediation or arbitration, shall be released from regular duties  
55 without loss of salary at the discretion of the Board.  
56
- 57 D. IEPT's and subsequent review meetings shall be held during regular school hours  
58 whenever possible. Employees who are expected to attend such meetings shall be  
59 released from their regular duties.  
60
- 61 E. 1. The Milton C. Porter Education Center Campus Programs and Laura Haviland  
62 Program: IEPT's and subsequent review meetings for all students in the Milton C.  
63 Porter Education Center classroom programs and Laura Haviland Program will be  
64 scheduled by the administration in consultation with those expected to attend.  
65 Notices and subsequent changes in schedules of meetings shall be provided to all  
66 participants as soon as possible. The parties understand that some meetings will  
67 have to be scheduled outside of regular school hours due to parental work  
68 schedules. The administrator and all requested participants will be in attendance.  
69 Annual mid-year parent-teacher conferences to review student IEP progress shall  
70 be scheduled in conjunction with a one-half (1/2) day of school for students.  
71 Conferences will be held in the afternoon and evening. All teacher assistants  
72 shall attend a one-half day of inservice training, or other pre-arranged activity,  
73 during the conferences as approved by the program supervisor. All staff  
74 participating either in the conferences, inservice, or other activities as arranged by  
75 the program supervisor shall be released the following afternoon or as agreed to  
76 by program staff and administration as compensation. Students shall attend  
77 classes one-half (1/2) day on both days.  
78
- 79 2. Maurice Spear Campus teachers who attend parent/teacher conferences outside  
80 their approved schedule shall be granted one and one-half (1 1/2) days for  
81 compensatory time per school year. This compensatory time shall be scheduled in  
82 advance between the teacher and his/her supervisor. Compensatory time shall  
83 not be granted when the teacher would miss a regularly scheduled LISD in-  
84 service, which the teacher is expected to attend.  
85
- 86 3. LIEA itinerant staff who attend IEPT meetings, IFSP activities, and/or  
87 parent/teacher conferences (including home visits) outside their routine approved  
88 schedule, either traditional or flexible, shall be granted one and one-half (1 1/2)  
89 days for compensatory time per school year. This compensatory time shall be  
90 scheduled in advance between the employee and his/her supervisor. One half  
91 (1/2) day of the compensatory time shall be used on a non-student day. This  
92 compensatory time shall not be granted when there is a regional meeting,  
93 departmental meeting, or LISD in-service scheduled, which the employee is  
94 expected to attend.  
95
- 96 4. LIEA teachers at the Laura Haviland Program, Porter Center On-Campus  
97 Programs, Porter Center Off-Campus programs not housed in local school district  
98 buildings, and Preschool (PPI) Programs, who attend IEPT meetings and/or  
99 parent/teacher conferences outside their routine approved schedule, either  
100 traditional or flexible, shall be granted one and one half (1 1/2) days for  
101 compensatory time per school year: of which one half (1/2) day compensatory time  
102 shall be scheduled per Article VII, E-1, in connection with the annual mid-year  
103 parent/teacher conferences and its corresponding early release of staff at a later



104 date. The other day of compensatory time shall be scheduled in advance between  
105 the employee and his/her supervisor. Further, compensatory time shall not be  
106 granted when the teacher would miss a regularly scheduled all staff meeting, at  
107 his/her assigned program, or when an LISD in-service is scheduled, which the  
108 teacher is expected to attend.  
109

110 5. LIEA classroom teachers (Level III for example POHI, HI, AI, PPI, and TMI) housed  
111 in local school district buildings, who attend parent/teacher conferences outside  
112 their routine approved schedule, either traditional or flexible, shall follow the local  
113 district schedule for compensatory time. In addition, these classroom teachers,  
114 who attend IEPT meetings and/or other student related meetings, held outside of  
115 approved schedule, either traditional or flexible, shall be granted one (1) day of  
116 compensatory time per school year. This compensatory time shall be scheduled in  
117 advance between the employee and his/her supervisor. Further, compensatory  
118 time shall not be granted when the teacher would miss a regularly scheduled LISD  
119 in-service, which the teacher is expected to attend.  
120

121 6. LIEA teacher assistants at the Porter Center (on campus), Porter Center (off-  
122 campus) not housed in local district buildings, Preschool Programs, Maurice Spear  
123 Campus and Laura Haviland Program, who attend LISD Professional Development  
124 Teacher Assistant Academy training, and/or other supervisor-approved activities,  
125 outside their routine approved schedule, either traditional or flexible, shall be  
126 granted one and one half (1 1/2) days for compensatory time per school year: of  
127 which one half (1/2) day compensatory time shall be scheduled per Article VII, E-1,  
128 (E-2 for Maurice Spear Campus) in connection with the annual mid-year  
129 parent/teacher conferences and its corresponding early release of staff at a later  
130 date. The other day of compensatory time shall be scheduled in advance between  
131 the employee and his/her supervisor. This compensatory time shall not be granted  
132 when the teacher assistant would miss a regularly scheduled all staff meeting in  
133 the program to which he/she is assigned, or a regularly scheduled LISD in-service,  
134 which the teacher assistant is expected to attend.  
135

136 7. Level III teacher assistants assigned to LISD classroom programs in local district  
137 buildings, who attend LISD Professional Development Teacher Assistant Academy  
138 training or other prearranged supervisor-approved activities, outside their routine  
139 approved schedule, either traditional or flexible, shall be granted compensatory  
140 time as scheduled in the local district calendar for parent/teacher conferences,  
141 which shall be at least one and one half (1 1/2) days per school year.  
142

143 8. LIEA professional staff housed at the LISD Vo-Tech Center, who attend  
144 parent/teacher conferences outside their routine approved schedule, either  
145 traditional or flexible, shall follow the LISD Vo-Tech schedule for compensatory  
146 time. In addition, these professional staff, who attend IEPT meetings and/or other  
147 student related meetings, held outside of approved schedule, either traditional or  
148 flexible, shall be granted one (1) day of compensatory time per school year. This  
149 compensatory time shall be scheduled in advance between the employee and  
150 his/her supervisor. Further, compensatory time shall not be granted when the  
151 employee would miss a regularly scheduled LISD in-service, which the employee  
152 is expected to attend.  
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154 F. Employees assigned to schools which are not in session on LIEA staff scheduled work  
155 days shall be reassigned by the Superintendent or his/her designee.

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

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

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

In no case shall the length of the working day be less than 6 hours, 50 minutes.

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

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

208 reduced would be the flexible staffing position(s) unless there is mutual agreement  
209 otherwise.  
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211 **J. Flexible Calendar — Work Year**  
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- 213 1. Staff may enter into a flexible calendar assignment/workday on a voluntary basis  
214 with prior administrative approval. Such a flexible calendar would spread the  
215 required number of work days as defined in **ARTICLE VI** over a time period as  
216 mutually agreed to between the LIEA staff member and the administration. (Staff  
217 may elect to take up to four (4) weeks of unscheduled time per year.) Any new  
218 position may be implemented with a flexible calendar and current staff shall be  
219 given preference. If existing staff is not selected for that position, then the district  
220 shall fill the position from outside. Any flexible calendar may include weekends  
221 and/or evenings. Staff is not required but may elect to work on weekends and/or  
222 evenings with prior administrative approval.  
223
- 224 2. A staff member has the option of transferring out of a flexible calendar position by  
225 giving notice to the Director of Personnel no later than April 15. All requests shall  
226 be honored.  
227
- 228 3. If there is a schedule conflict between the employee and the client, such conflict  
229 shall be mutually resolved.  
230
- 231 4. The employee shall be entitled to LIEA representation during all conferences with  
232 the supervisor regarding flexible scheduling.  
233
- 234 5. As a result of using a flexible calendar, members of the bargaining unit shall not be  
235 deprived of their rights under this contract. At the request of the Association, the  
236 plan will be jointly evaluated by the District and the LIEA.  
237
- 238 6. In the event there is staff reduction or program reduction and the district needs to  
239 reduce staff in a flexible staffing position, then the first position(s) that would be  
240 reduced would be the flexible staffing position(s) unless there is mutual  
241 agreement otherwise.  
242

243 **K. Parameters and descriptors for Extended and Flexible Contracts for LISD**  
244 **professional staff to complete comprehensive evaluations.**  
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- 246 1. Parameters:  
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- 248 a. It is expected all LISD professional staff will continue to complete  
249 comprehensive evaluations throughout the traditional school year whether or not  
250 an individual staff member is participating in this proposal to extend and flex  
251 contract calendars.  
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- 253 b. Extended and flexible contracts will result in additional (more) comprehensive  
254 evaluations being completed by the individual staff member participating, than  
255 staff members who do not have extended contracts.  
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- 257 c. Extended and flexible contracts will result in comprehensive evaluations being  
258 done in a more timely fashion throughout the year.  
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- d. LISD professional staff members will have the major responsibility for contacting families, developing testing dates, and reporting this information to his/her LISD supervisor.
  - e. Whenever possible, comprehensive evaluations will be assigned on a regional basis; i.e., participating staff members will be assigned students from their regular assignment first, followed by students within the assigned region, followed by students near their region.
  - f. Application by an individual staff member for participation in an extended and flexible contract to complete comprehensive evaluations will not automatically result in approval by the administration to participate. The LISD Board retains the right to hire per Article X.
2. Descriptors:
- a. Number of positions and number of contract years: A limited number of LISD staff positions would be offered by the LISD administration for extended and flexible contracts for a period of not less than two (2) contract years (refer to Article VII, I, J). Each participating staff member would sign a separate extended contract document, which will be developed by the LISD Personnel Office. Each extended contract position would be reviewed annually by the LISD administration per Article X and Article XVII. The LISD Board retains the right to choose to not offer any extended contracts.
  - b. Number of days: Each of these individual contracts would be extended for up to an additional twenty-five (25) working days per contract year for two (2) consecutive contract years. During each contract year, up to an additional eight (8) working days could be flexed during the traditional school year with the following provisos 1) each of the eight (8) flex days would need prior supervisory approval, 2) flex days should not occur on Fridays when either departmental or regional meetings are scheduled, 3) make up days for those days flexed must be scheduled and made up prior to August 20 of each contract year (refer to Article VII, E, I, J). If an individual extended contract is less than 25 days the total number of flex days would be prorated. Extended and flexible contracts for comprehensive evaluations are not to be split or job shared between 2 or more staff.
  - c. Number of completed comprehensive evaluations: It is expected the total annual number of comprehensive evaluations per participating staff member will increase in proportion to the total number of extended contract days.
  - d. Consideration of applicants for extended and flexible contracts: Participation will include a review of each applicant via the LISD interview and hiring procedures. The following list represents some of the specific attributes to be reviewed as documented through the evaluation process per the master agreement with the LIEA/LISD: the applicant's work performance in past years, adherence to LISD guidelines and procedures, timeliness of work, status of regular work assignment, and the number of evaluations needed to be completed throughout the LISD. After this review is completed, an applicant's seniority status will be considered. Seniority will be an important factor, but will not be the sole factor for determining participation in this extended and flexible contract.

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- e. Part-time vs. full-time staff, also LIEA vs. non-LIEA staff: Part-time LIEA staff may apply. Non-LIEA staff may be considered per Article X. However, as per Article X, LIEA bargaining unit members will be provided first option to request to be considered for participation for extended/flexible positions for completion of comprehensive evaluations.
- f. Comprehensive evaluation scheduling: Comprehensive evaluations could occur throughout the traditional school year, weekends, during vacation periods, as well as during the summer months as mutually agreed to by member and supervisor prior to evaluation.
- g. Student selection process for comprehensive evaluations: Based on the regional LISD RMS data, lists of verified students in need of evaluation will be developed and shared with staff members by the supervisors. Students will be assigned to participating LISD staff members. If there are no available students, then by working with the supervisor(s) additional lists of students will be identified.
- h. Scheduling students, contacting parents, developing test sites: The LISD professional staff members would be primarily responsible for developing a testing calendar for approval by the supervisor prior to testing the student(s), and establishing test sites, either in local school buildings or at LISD buildings. Supervisors can be asked to assist with establishing a testing site. The staff member has the primary responsibility for making all necessary parental contacts to schedule the evaluation; however, the staff member may request his/her secretary to assist with making up to one half (1/2) of these appointments with the prior approval of the supervisor. In addition, the secretaries and supervisors would be available to assist in problem solving questions and issues as they arise.
- i. Comprehensive reports: It is recognized that a "comprehensive evaluation" may differ from discipline to discipline. Each participating LISD staff member would be required to facilitate and complete a comprehensive report, which would include all required elements and result in a professional written format and completed LISD forms. Extended contract evaluations should be identified as those which can be completed in one day (or two days).
- j. Due dates for comprehensive reports: In the case of evaluations done during the traditional school year, all comprehensive elements per student identified as part of the extended contract would be due for typing and/or processing within 30 working days after the evaluation has begun. Those evaluations completed during June, July and August would be due no later than the second Friday in October of the next school year. A special form or log mutually agreed upon by the evaluator and the regional office would be used to track each report as it is turned in to the regional office.
- k. Payment schedule/process: Extended contract days would be paid based on the individual LISD staff member's per diem rate. Payments would be incorporated into the regular bi-weekly payroll distributed equally throughout the year. No additional and/or separate bi-weekly payroll paperwork would be required.

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- I. Monthly evaluation status report: Each participating staff member would provide a monthly status report to his/her regional office identifying the extended/flexible contract activity which has occurred during the previous month. This status report would be due in the regional office by the 1<sup>st</sup> Friday of the following month; i.e., January status report would be due by the 1<sup>st</sup> Friday of February.
- m. Additional sick days, personal days: (Per Article VIII, E4) '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.' Regarding additional personal days, this article goes on to state that an LIEA staff member would need to work an additional fifty (50) days to receive an additional one half (1/2) day for emergency or personal business. These extended contracts are focused on up to twenty-five (25) extended workdays per contract. Therefore, no additional personal business time would be granted for this work.
- n. Mileage: (Per Article V, C) 'Mileage will be paid to LIEA staff for all work-related travel from the employee's first stop in the morning through her/his last work site at the end of the day. Mileage vouchers will be due ... once a month and reimbursement checks will be distributed for mileage once a month. Reimbursement for approved school district mileage for all LIEA staff shall be the maximum amount allowed by the IRS which does not have to be reported to the IRS as part of gross income.' Therefore, mileage incurred as part of this proposal would be supported and processed per established LISD procedures.
- o. Transportation of students: It is assumed that LIEA members will not be transporting any students (refer to LISD Board Policy EEBB 5/10/94). However, in the past, some staff members have requested to do so in unique situations. Article IX, D, does address parameters regarding this issue. 'Under no circumstances is any LIEA member required to drive a bus or transport students in any manner, nor shall they be required to transport students as a part of their regular assignment. The Board's liability insurance will serve as secondary coverage to the LIEA member's primary private liability insurance when transporting students. LIEA members shall have written authorization from his/her immediate supervisor for transporting students.' Therefore, regarding this proposal, transportation of any student by an LIEA staff member will not be required. It will be considered on a case-by-case basis and occur only when prior written approval of the student's parent and staff member's LISD supervisor has been received and is on file at the LISD office.
- p. Testing locations:
  - It is expected that school age students scheduled for comprehensive evaluations will be tested either at their neighborhood school building/district or at an LISD building.
  - Preschool aged or younger children may be evaluated in the child's home with prior approval of supervisor.
  - Testing locations for students in atypical educational settings should be determined on a case by case basis as mutually agreed to by member and supervisor prior to evaluation.
- q. Student no shows: Even with the best planning and repeated telephone calls to parents, some no shows are to be expected. The staff member may choose to

415 alter a day's schedule by: making follow-up calls to the student's family to  
416 reschedule later on that same day; working on reports from previous evaluations,  
417 and double scheduling (two students) on another testing day. The staff member  
418 will notify his/her supervisor of this change.  
419

- 420 r. Extended contract days, with no students to evaluate: Because participating  
421 staff members will be paid per the LISD regular bi-weekly payroll process (refer  
422 to K.2.k), payment could be received prior to completion of testing, especially  
423 during the beginning of the school year. However, via an LISD Monthly Status  
424 Report (refer to K.2.l), this could be monitored by the supervisor. If this occurs,  
425 LISD staff members participating would be provided the names of any remaining  
426 students identified for comprehensive evaluation from throughout the county. If  
427 all else fails, the staff member would be notified that payroll adjustments (a  
428 possible reduction) in the staff member's August payroll could be made if and  
429 when this situation occurred.  
430
- 431 s. Requesting additional days beyond 25 days: An individual participating may  
432 request additional testing days (beyond the twenty-five [25] extended).  
433 Requests from individual participating staff members would be considered on an  
434 individual basis. This would most likely occur annually during the month of June.  
435 Pay would continue to be based on a per diem basis for a full day's work.  
436
- 437 t. Failure to complete extended contract: It is expected that each participating staff  
438 member will complete evaluations both in a timely manner; i.e., thirty (30) days  
439 (refer to K.2.j) and in proportion to the number of days of extended contract as  
440 mutually agreed to by member and supervisor. These are in addition to  
441 evaluations completed as part of a typical contract year. This will be monitored  
442 by the supervisor via the Monthly Status Report (refer to K.2.l). These standards  
443 will be specified in an extended contract document. If as the year progresses  
444 and it becomes apparent that the participating staff member is not performing  
445 per these standards and does not respond appropriately when requested to do  
446 so, then the supervisor will notify the Assistant Superintendent for Special  
447 Education to take steps to revoke the extended contract and adjust the staff  
448 member's pay accordingly.  
449
- 450 u. Leave of absence (LOA) request with extended contract: Any request for LOA  
451 would be considered per LISD administrative procedures and in keeping with the  
452 LIEA agreement with the LISD.  
453
- 454 v. Comprehensive evaluations not covered in Article VII.K: Annually during June, a  
455 small project for only that summer may be developed by the LISD Special  
456 Education Assistant Director. This smaller project would begin only after the  
457 close of the local districts' 2<sup>nd</sup> semester. Staff not involved with extended  
458 contracts per Article VII.K may request to participate in this smaller project to  
459 complete comprehensive evaluations.  
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## Article VIII: Caseloads and Assignments

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- A. Caseloads for teachers, consultants, school social workers, speech and language pathologists, school psychologists, and all other Special Education staff employed or to be employed by the Board will be based upon recommendations of the State Department of Education for state reimbursable Special Education programs. If no maximum caseload is mandated by the State, the caseload maximums as of December 1, 1988 shall continue subject to travel time and the number of sites served. If staff caseloads are mandated by the State, the parties agree to adjust caseloads accordingly.
- B. No person shall be assigned without his/her consent outside the professional discipline for which s/he was trained and certified.
- C. Teachers at the Maurice Spear Campus shall not be required to teach more than one subject per class period.
- D. Teachers at the Maurice Spear Campus shall teach six (6) class periods per school day or the equivalent per week. The foregoing shall not be changed without prior consultation with the classroom staff involved.
- E. 1. All special education teachers and teacher assistants who are employed in a program that is state mandated for more than 180 student days shall teach the full length of the program unless an acceptable replacement is available. If a replacement is available, the teacher and teacher assistants have the following options:
- a. teach 180 student days, or
  - b. teach 230 student days (or length of program), or
  - c. teach 180 student days plus a block of 25 days.
- Option #c. is available only if an acceptable replacement can be found for the remaining 25 day block (or remainder of program).
2. Teachers and teacher assistants must notify the Assistant Superintendent of Special Education in writing by March 15 of the current year of which option they choose.
- By April 1, the positions not filled will be posted for present LIEA staff. If the positions are not filled by LIEA staff, applications from outside the LIEA will be sought. LIEA staff will be notified, by June 1st, of the acceptance, rejection, or status of their application.
3. LIEA staff positions for other summer programs and services will be determined by the Board, made known to the Association, and posted by April 1. LIEA staff will be notified by June 1st, of the acceptance, rejection, or status of their application. If the positions are not filled by LIEA staff, applications from outside 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. Teachers and Teacher Assistants working in such programs during the 1982-83 school year may not be required to work more than 183 student days in each year of the contract respectively, 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**

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

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

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

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

**ARTICLE X: Vacancies and Promotions**

- A. All hiring and promotion procedures lie solely in the hands of the Board. The Board, however, does agree that notice of all positions and vacancies that occur in the disciplines represented in this contract and those that would involve a supervisory position in Special Education will be given to the Association President, posted on the LISD web site, posted at the Porter Center, and during vacation periods, given to each bargaining unit member who has informed the Assistant Superintendent of Special Education in writing that s/he is or soon will be qualified or certified for a particular vacancy or vacancies and wish to be notified of such openings. Such vacancy notices shall be posted and/or mailed at least nine (9) days prior to the filling of the vacancy. Further, if a vacancy occurs during the school year, the Board shall have the right to temporarily fill the vacancy with a temporary employee who shall not be deemed to be a member of the bargaining unit. At the end of the school year, the vacancy shall be publicized in accordance with this section.
- B. The Board declares its support of a policy to promote from within its own staff. First choice to bid LCEA-LIEA master contract position vacancies shall be given to LCEA-LIEA bargaining unit members. The Board's decision concerning any hiring and promoting shall be final.

**ARTICLE XI: Transfers**

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

## ARTICLE XII: Absence of Employees

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3 A. 1. Employees will be granted eleven (11) days per year, with no statement required,  
4 to be used as sick leave in the case of illness or injury to themselves, or illness  
5 and/or death of persons of immediate concern that require their personal attention  
6 or attendance at funerals. The first (1st) day for any death in the immediate family,  
7 defined as: spouse, child, parent, sibling, grandparent, and parent-in-law shall not  
8 be charged against accumulated sick leave. Routine health examinations, dental  
9 appointments, or surgical procedures which might appropriately be scheduled  
10 during vacation periods shall not be covered by this sick leave policy.  
11
- 12 2. Each employee will receive a written statement from the Board in October of each  
13 school year indicating their present accumulation of sick leave.  
14
- 15 3. Unused sick leave will be allowed to accumulate to one hundred and fifty (150)  
16 days.  
17
- 18 4. Upon retirement with 30 years or more of service with MPSERS or at the age of 55  
19 or over, one half (1/2) the current substitute teacher's rate of pay per day will be  
20 paid for accumulated sick leave up to a maximum of \$3,500 beginning with the  
21 1998-99 school year.  
22
- 23 B. An employee who has exhausted his/her accumulated sick leave may borrow up to five  
24 (5) days additional sick leave from the next school year by applying for the days in  
25 writing to the Superintendent or his/her designee. However, the Board retains the right  
26 to deduct from the employee's last pay check the amount equal to the salary so paid in  
27 advance on the borrowed sick leave days in the event the employee does not, for any  
28 reason, return to work for the next ensuing school year.  
29
- 30 C. Each employee will be allowed two (2) days per year for emergency or personal  
31 business. These days shall not be used to extend vacation breaks. This does not  
32 preclude the employee's supervisor granting personal business days where legitimate  
33 business must be conducted on the day just before or after a vacation period. These  
34 days must be approved by the Employee's supervisor. Unused emergency or personal  
35 days will be added to the employee's accumulated sick leave at the end of each year.  
36 Not more than one-quarter of the staff shall be released at one time. Whenever  
37 possible, a 72-hour notice will be given. Half days will be granted only upon prior  
38 approval by the Assistant Superintendent of Special Education.  
39
- 40 D. It is the responsibility of the employee when s/he will not be at work to notify the person  
41 designated by the Assistant Superintendent of Special Education. Classroom staff shall  
42 be informed of a telephone number they shall call, whenever possible, before 6:00 a.m.  
43 to report unavailability for work. It shall be the responsibility of the administration to  
44 notify the schools or persons to have been served on that day, that such employee shall  
45 be absent. It shall be the responsibility of the administration to arrange for a substitute  
46 teacher.

47 E. In the event of adverse weather or other "Act of God" conditions, that closes the  
48 building(s) in which members are scheduled for that day or portion of day, members will  
49 report to their LISD office and/or classroom on the 1<sup>st</sup> and 2<sup>nd</sup> "Act of God" days by 11:00  
50 AM, unless otherwise notified by the Assistant Superintendent of Special Education or  
51 his/her designee. Members making home visitations will use their own judgement and  
52 report their change of schedule to the Assistant Superintendent of Special Education or  
53 his/her designee for approval. In regard to this paragraph, other members may use  
54 their own judgement not to report but will be charged one half (1/2) day of compensatory  
55 time or one half (1/2) day of personal business time, or take one half (1/2) day of unpaid  
56 time or make up one half (1/2) day at the end of the school year per occurrence.  
57 Members are to communicate with their immediate supervisor regarding their  
58 responsibilities for the 1<sup>st</sup> and 2<sup>nd</sup> "Act of God" days. The administration will provide an  
59 updated weather guideline informational memo to members based on the ad hoc work  
60 of members and the administration dated (4/7/99).

61  
62 If an "Act of God" day occurs during a period when an employee is on sick leave of more  
63 than ten (10) consecutive days, the employee will be charged a sick day for the "Act of  
64 God" day. If the employee is on an unpaid leave of absence, the "Act of God" day will  
65 not affect the leave. If the employee had a personal day on an "Act of God" day, the  
66 day will not be charged as a personal day.

67  
68 F. All employees are covered under the Michigan Workers' Compensation Law and are  
69 entitled to receive benefits as provided by law. Employees shall continue to accumulate  
70 seniority up to a maximum of one additional full year at the time they qualified for  
71 workers' compensation. This seniority accumulation shall be governed by the seniority  
72 definition in Article XX, D.  
73

## 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 XVI.  
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 allowance  
9 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 after  
21 notification and provided that the hearing judge will not accept a request to be  
22 excused.  
23
- 24 C. Sabbatical Leaves: Upon application, employees who have worked for the Intermediate  
25 School District for seven (7) years may be granted a leave of absence for one (1) year  
26 to be spent for the advancement of professional skills. During said leave, all eligible  
27 insurances shall be paid by the Board for the employee. Upon completion of said leave,  
28 the employee shall return to the employ of the former position or a position of like nature  
29 and status and shall be placed at the same position on the salary schedule as s/he  
30 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 Any employee may opt to use short term disability leave and retain their  
47 accumulated sick days, subject to provisions of the short term disability insurance  
48 plan. Short term disability benefits is an option of the employee, and the premium  
49 is paid by the employee.  
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  - 51 2. The ending date of such requested leaves shall coincide with the ending date of a  
52 school semester as much as possible.



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3. Employees returning from such leaves shall provide the Board with a physician's statement that they are medically able to return to their duties.
4. An employee may make written application to return prior to the end of such a leave, but the Board shall be under no obligation to return the employee unless a vacancy occurs for which the employee is certified.
5. No experience credit or fringe benefits shall accrue to an employee on unpaid leaves.
6. Upon expiration of the leave, the employee shall be returned to his/her former position or another position for which s/he is certified.
7. At least a month before the expiration of the leave, the 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.

F. Family Medical Leave Act:

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

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4. The twelve (12) month period will coincide with the contract year.

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## ARTICLE XIV: Employee Standards

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

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**ARTICLE XV: Teacher Dismissal and Resignation**

- 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 XVI: 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 employee's  
13 sick leave, which ever is greater. Benefits will continue to the retirement age as  
14 set by law for illness or accident. The specifications of the Long Term Disability  
15 program shall be as follows: 60%; \$5,000 monthly maximum; 90 calendar days --  
16 modified fill; maternity coverage; pre-existing condition waiver; freeze on offsets;  
17 alcoholism/drug same as any other illness; mental/nervous same as any other  
18 illness; cost of living benefit; 3-year own occupation.  
19  
20 B. The Board contribution toward the health insurance premium shall include only one  
21 increase per year, which will be honored on the carrier's anniversary date. The Board's  
22 contribution toward the insurance described in Plan A shall not exceed \$727.08 per  
23 month for 2001-2002 and \$799.79 per month for 2002-2003. One half (1/2) of any  
24 premiums in excess of the aforementioned amount will be payroll deducted from the  
25 employee. Nothing within this paragraph shall be construed by either party that either  
26 party has waived its right to raise the issue of negotiating the health insurance carrier for  
27 subsequent contracts.

28  
29 As part of the MESSA Super Care 1 medical coverage, beginning in 2000-2001, the  
30 drug prescription co-pay shall be five (\$5.00) dollars and the annual deductible shall be  
31 \$50/single and \$100/self and spouse and full family. In 2001-02 and 2002-03 the drug  
32 prescription co-pay shall be five (\$5.00) dollars and the annual deductible shall be  
33 \$100/single and \$200/self and spouse and full family.  
34

35 The Board agrees to transmit premiums which employees provide the Board via payroll  
36 deductions for the MESSA options they wish to purchase.  
37

38 The employee may select one of the following plans provided by the Board:  
39

40 **PLAN A:** This plan may be chosen by an employee rather than taking ***PLAN B*** or  
41 ***PLAN C.***  
42

- 43 1. MESSA Super Care 1 Health Insurance with Blue Cross/Blue Shield of Michigan  
44 as the underwriter.  
45  
46 2. Delta Dental = Class I - 100/80%; Class II - 80%, and Class III (Orthodontic Rider)  
47 - 80% with a maximum of \$1300.  
48  
49 3. Life Insurance of \$17,000 with accidental death and dismemberment.  
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51 4. Vision insurance VSP2.  
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5. **LONG TERM DISABILITY (DESCRIBED ABOVE)**

**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. Employees selecting **Plan B** shall be provided a cash option in lieu of health insurance in the amount of \$120 per month. The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The cash option received by the employee may be utilized to purchase tax deferred annuities or other options available under the Section 125 Plan. To purchase a tax deferred annuity, the employee shall enter into a salary reduction agreement. Any tax sheltered annuity 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. Employees selecting **PLAN C** shall be provided a cash option in lieu of health insurance in the amount equal to the Messa Super Care II single premium rate. The Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The cash option received by the employee may be utilized to purchase tax deferred annuities or other options available under the Section 125 Plan. To purchase a tax deferred annuity, the employee shall enter into a salary reduction agreement. Any tax sheltered annuity 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 XVII: Employee Evaluation

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3 A. The LISD and LIEA recognize the importance and value of a procedure for assisting and  
4 evaluating both newly employed and experienced personnel. One purpose of evaluation  
5 is to monitor the progress of certified staff seeking tenure status. Another purpose of  
6 evaluation is the development, maintenance, and retention of a highly qualified and  
7 competent professional staff. The goal of a comprehensive staff evaluation includes  
8 accountability for the services delivered and enhanced support for staff development  
9 and school improvement. The evaluation process will be based on systematic  
10 communication between the evaluator and evaluatee throughout the evaluation cycle to  
11 document performance. This may include observations, review of job descriptions and  
12 goals, use of surveys, document review, and portfolios. Therefore, the following has  
13 been agreed upon in an effort to accomplish these goals.  
14
- 15 B. At the request of either the Association or Board by September 1 of each year, a  
16 committee will be established consisting of administrators and a staff person from each  
17 discipline to review evaluation procedures and make recommendations.  
18
- 19 C. The evaluation procedures to be used will be developed no later than October 1 each  
20 year by the Assistant Superintendent of Special Education and/or his/her designee(s) in  
21 consultation with the staff to be evaluated. In the event the LISD and LIEA do not meet  
22 the deadline of October 1, the previous year's procedures shall be used.  
23
- 24 D. All monitoring or observation of the work performance of an employee shall be  
25 conducted openly and with full knowledge of the employee. The use of eaves- dropping,  
26 closed circuit television, public address or audio systems, and similar surveillance  
27 devices shall be strictly prohibited unless previously agreed to by the person being  
28 evaluated.  
29
- 30 E. A copy of each written evaluation of said monitoring and observation shall be returned to  
31 the employee within a seven (7) day period.  
32
- 33 F. Should a question regarding an employee's performance arise, the employee's  
34 supervisor shall arrange a conference in a timely manner with said employee for the  
35 discussion and evaluation of his/her performance. This shall provide the opportunity for  
36 the employee to improve his/her performance. An individualized development plan or a  
37 formal plan of assistance will be used with an employee prior to termination of  
38 employment based on unsatisfactory performance.  
39
- 40 G. Each employee, upon request, shall have the right to review the contents of his/her  
41 personnel file maintained by the LISD. The review will be made in the presence of the  
42 administrator responsible for the safekeeping of the file. Privileged information such as  
43 confidential credentials and letters of reference from universities, individuals, or previous  
44 employers are specifically exempt from such review. The administrator shall remove  
45 such credentials and confidential reports from the file prior to review by the employee. A  
46 representative of the Association may be requested to attend such a review.  
47
- 48 H. Bargaining unit members' evaluations of other bargaining unit members are primarily for  
49 the purpose of assisting the evaluatee. A bargaining unit member, including a  
50 professional staff member who assists in the evaluation of Teacher Assistants, Certified  
51 Occupational Therapy Assistants, and Physical Therapist Assistants, who has a concern  
52 about an evaluatee, as evidenced in his/her evaluation, shall inform the Administration

53 promptly of his/her concern regarding the evaluatee. The Administration will then address  
54 these concerns directly with the evaluatee.  
55

56 I. The basis for evaluation of Itinerant Staff as of August, 1997, will be the LISD  
57 "Comprehensive Special Education Itinerant Evaluation" process, which was piloted in  
58 the 1996-97 school year. This will be subject to review and change as described in  
59 Sections B and C of this article.



## ARTICLE XVIII: Protection of Employees

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

**ARTICLE XIX: Negotiation Procedures**

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- 3 A. At least ninety (90) days prior to the expiration of this Agreement, the parties may
- 4 likewise begin negotiations for a new agreement covering wages, hours, terms and
- 5 conditions of employment of personnel employed by the Board.
- 6
- 7 B. In any negotiations described in this Article, neither party shall have any control over the
- 8 selection of the negotiating or bargaining representatives of the other party and each
- 9 party may select its representatives from within or outside the school district. It is
- 10 recognized that no final agreement between the parties may be executed without
- 11 ratification by a majority of the Board of Education and the membership of the
- 12 Association, but the parties mutually pledge that representatives selected by each shall
- 13 be clothed with all necessary power and authority to make concessions in the court of
- 14 negotiations or bargaining, subject only to such ultimate ratification.

## ARTICLE XX: Grievance Procedures

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3 A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The  
4 content of the employee evaluation shall not be grievable 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 2. It shall be specific.
  - 18 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 19 4. It shall cite the section or subsection of this Agreement alleged to have been  
20 violated.
  - 21 5. It shall contain the date of the alleged violation.
  - 22 6. It shall specify the relief sought.
  - 23 7. After each of the first four levels, the grievant must state the reason(s) why the  
24 disposition by the administrator (or Board) was unsatisfactory.

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

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- F. **Level Three:** Within ten (10) days of the discussion as specified in Level Two, the grievant and/or Association representative may file an appeal in writing with the Superintendent. The position of support or non-support of the Association must be written on the grievance form. Within ten (10) days of the receipt of the appeal by the Superintendent, s/he shall have a meeting with the aggrieved party and/or the Association representative and shall render a decision in writing. If the grievance is denied, s/he shall state the reason(s) why the grievance was denied.
- G. **Level Four:** If the decision of Level Three is not satisfactory, the aggrieved person and/or the Association representative may file the alleged grievance with the Board in writing within ten (10) days. At the next regular Board meeting, which is at least one week after the appeal, the aggrieved person and/or Association representative and/or other person requested by the claimant shall be given opportunity to be heard. The Board shall render its decision in writing the next day.
- H. **Level Five:** If the decision at Level Four is not satisfactory, the aggrieved person and/or Association representative may then file the grievance within thirty (30) calendar days with the State Labor Mediation Board according to law. Failure to appeal a decision within the specified time limits shall be deemed an acceptance at that level.
- I. **Level Six:** If no satisfactory solution is arrived at as a result of mediation, the Association must, within thirty (30) days, give written notice to the Board as to its intent to submit the grievance to arbitration before an impartial arbitrator selected by both parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the American Arbitration Association in accordance with its rule, which shall likewise govern the arbitration hearing. The arbitration procedure is limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitration shall be shared equally by the parties.
- J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- K. Forms for filing and processing grievances shall be designated cooperatively by the Association and its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure (see Appendix II).
- L. The employee retains the right to withdraw grievances at any level without prejudice or record.
- M. If the employee having filed a grievance terminates employment, said grievance shall be withdrawn.
- N. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

- 103 O. 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 XXI: Orderly Reduction in Personnel

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3 A. In the event that the Board, in its sole discretion, shall determine that a reduction in staff  
4 is necessary, the following provisions shall apply.  
5  
6 B. Special education programs will be eliminated by the Board only after consultation with  
7 the staff.  
8  
9 C. The Board shall specify within services and/or programs designated to be curtailed, the  
10 number of positions to be eliminated.  
11  
12 D. Seniority shall be determined as follows -- this procedure is for LIEA members:  
13  
14 1. LIEA members shall have seniority from the last date of hire.  
15  
16 2. Credit given for outside teaching experience in school districts shall not be  
17 considered for the purpose of accumulation of seniority, but shall serve to reduce  
18 the probationary period in accordance with the provisions of the Tenure Act.  
19  
20 3. Only continuous service in the bargaining unit shall be used in determining  
21 seniority. Leaves of absence granted pursuant to this Agreement shall not  
22 constitute an interruption in continuous service.  
23  
24 4. Prior to July 1, 1981, the date of hire shall be defined as the employee's first  
25 working day of the regular school year. Starting with new employees hired after  
26 July 1, 1981, the date of hire shall be the date the Board of Education took action  
27 to hire the employee or the day the employee started work, whichever comes first.  
28  
29 5. An employee shall receive credit for one (1) year of experience for the purpose of  
30 determining seniority if s/he works a minimum of one hundred twenty-five (125)  
31 paid days. This is to mean an employee taking an unpaid leave of absence shall  
32 not lose seniority credit for that unpaid leave if s/he works a minimum of 125 paid  
33 days. (Paid leaves of absence and/or sick days are part of the 125 days.) In  
34 terms of days, this means an employee will receive 187 days of seniority in the  
35 2000-01 school year and 188 days of seniority in the 2001-02 and 2002-03 school  
36 year..  
37  
38 If a full-time employee does not work at least 125 days, s/he shall acquire seniority  
39 only for the number of days worked that year.  
40  
41 It is understood that a year is defined as a maximum of 187 days in the 2000-01  
42 school year and 188 days in the 2001-02 and 2002-03 school year.  
43  
44 6. If more than one employee has the same number of years of seniority, the one  
45 with the earliest date of hire shall have the greatest seniority.  
46  
47 7. In the circumstances of more than one employee having the same seniority and  
48 the same date of hire, all employees so affected will participate in a drawing to  
49 determine placement on the seniority list. The Association and the affected  
50 bargaining unit members will be notified in writing of the date, place and time of the  
51 drawing. The drawing shall be conducted openly and at a time and place that will

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

55 8. A part-time employee in the bargaining unit shall accrue seniority in proportion to a  
56 normal school year (i.e., 50/187 days of a year's seniority in the 2000-01 school  
57 year and 50/188 days in the 2001-02 and 2002-03 school year).  
58

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

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

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

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

81 E. Employees will be laid off by the following procedure:  
82

- 83 1. Layoff will be based on strict seniority, least senior first.  
84
- 85 2. For professional staff, it shall be permissible to layoff an employee with more  
86 seniority than another employee not laid off if the employee with the more seniority  
87 is not certified and qualified for the position held by the less senior employee.  
88
- 89 3. For professional staff, a more senior employee may bump a less senior employee  
90 at the time of layoff, as long as the more senior employee is certified and qualified  
91 for that position. If the more senior employee is not certified and qualified and is  
92 laid off, but becomes certified and qualified, the employee shall be eligible on the  
93 basis of seniority for any vacancy which might arise while on layoff for which the  
94 person is certified and qualified. The latest official proof of certification, which may  
95 be a letter from an accredited college or university reflecting a program acceptable  
96 by the Michigan Department of Education, on file in the Personnel Office at the  
97 time of layoff or recall, shall be used to determine certification. Notice of intent to  
98 expand certification shall be on file in the Personnel Office by April 1<sup>st</sup>.  
99
- 100 4. To be qualified, a professional employee must meet any one of the following  
101 criteria:  
102 a. Have significant work experience in the area in the last five (5) years; or  
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- b. Have 6 semester hours in the area in the past five (5) years. With written approval of the Superintendent or his designee, these hours may be for audit if it is not possible to take them for credit. These semester hours must be in the endorsement sequence for the particular certification. Any courses not in the endorsement sequence must have written approval from the Superintendent or his/her designee to meet this requirement. An employee must notify the Superintendent or his/her designee in writing if s/he is taking courses in the summer for this purpose by April 15 of the current year.
  - c. Have taught two (2) years in the certificated area in the last 12 years and have taken two semester hours as defined in b. above.
- F. No employee shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless s/he has been notified in writing at least forty-five (45) calendar days prior to the start of the school year.
- G. When a service is restored, or a vacancy exists, laid off employees shall be recalled in reverse order of their layoff, provided they are certified and qualified for the position. Recalled employees shall be notified by certified mail, return receipt requested, at their last known address on file in the Personnel Office. Said employees shall respond within ten (10) days of receipt or attempted delivery of said notice, indicating whether or not the employee will be returning to work.
- 1. If the employee fails to respond to the recall, the employee shall be considered to have voluntarily quit.
  - 2. Upon return from layoff, sick leave accumulation and seniority shall be as of employee's last day of employment prior to layoff.
  - 3. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, an employee shall have lost a right to recall.
- H. All individual employment contracts executed between staff members and LISD are subject to terms and conditions of this Article. All provisions of a staff member's individual contract of employment shall terminate upon layoff and the staff member shall not be entitled to salary payment.
- I. In the event that this district shall be combined with one or more districts, the Board will use its best effort to assure the continued employment of bargaining unit members in the new district.



**ARTICLE XXII: Master/Mentor Teachers**

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- 3 A. The parties agree that it is preferable that master/mentor teachers be volunteer
- 4 bargaining unit members. Within twenty (20) calendar days of hire the Board will inform
- 5 the President of the Association of all mentor assignments. In any case the following
- 6 will apply:
- 7
- 8 B. The mentor would meet with the administration to review the focus and role of the
- 9 mentor. Training will be provided for mentor teachers in effective techniques of
- 10 mentoring. This will establish that the nature of the relationship must be cooperative,
- 11 collaborative, supportive, and collegial in order to engender mutual trust. The mentor
- 12 and the mentee shall be released up to one half (1/2) day per month (in addition to their
- 13 normal planning and comp time) to nurture the mentee's professional growth and
- 14 development.
- 15
- 16 C. The mentor would never be allowed to evaluate a mentee nor would the mentor be
- 17 allowed to testify in a grievance procedure which involves the probationary teacher
- 18 (mentee).
- 19
- 20 D. The mentor would work with the teacher in his/her same content area, if possible.
- 21
- 22 E. If a conflict arises between mentor and mentee, either party may notify the
- 23 administration who will assign a new mentor.
- 24
- 25 F. Newly hired professional staff, not covered by State School Code Section 1526, may
- 26 request a mentor to be assigned. The administration will endeavor to provide a mentor.
- 27

**ARTICLE XXIII: Decision - Making Process**

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- 3 A. The Board and Association support the concept and process of decision making which
- 4 includes but is not limited to participatory decision making, shared decision making,
- 5 school improvement planning, Quality Improvement Teams, Long-Range Planning,
- 6 Strategic Planning. The decision-making process would include the voluntary
- 7 participation of LIEA staff, school administrators, parents, pupils, and others in the
- 8 school community.
- 9
- 10 B. The Board recognizes that the terms and conditions of the collective bargaining
- 11 agreement will not be violated through such a decision-making process.
- 12
- 13 C. The Board and Association will continue to develop and review the status of such a
- 14 decision-making process annually.

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**ARTICLE XXIV: Dialogue**

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

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2 **ARTICLE XXV: Miscellaneous Provisions**  
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- 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 shall  
11 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.

**DEFINITIONS**

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

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

11 BOARD OF EDUCATION  
12 LENAWEE INTERMEDIATE SCHOOL DISTRICT  
13 LENAWEE COUNTY, MICHIGAN  
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16 \_\_\_\_\_ / \_\_\_\_\_  
17 President Date  
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20 \_\_\_\_\_ / \_\_\_\_\_  
21 Secretary Date  
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24 LENAWEE COUNTY EDUCATION ASSOCIATION  
25 LENAWEE INTERMEDIATE EDUCATION ASSOCIATION  
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29 President Date  
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33 President Date  
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37 Secretary Date  
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SCHEDULE A

SECTION I

- A. See attached sheets for Professional Salary Schedule 2000-01, 2001-02, 2002-03.
- B.
  - 1. See attached sheets for Paraprofessional Training Incentive Salary Schedule 2000-01, 2001-02, 2002-03.
  - 2. It is hereby agreed that Teacher Assistants who meet Teacher certification requirements will be paid one half (1/2) the current Substitute Teacher's rate of pay per day (one fourth (1/4) the current Substitute Teacher's rate of pay per one-half (1/2) day) above his/her regular wage when subbing for a LIEA teacher.
  - 3. All Teacher Assistants and Health Care Assistants, whose effective date of hire is after July 1, 2000 will be expected to complete ten (10) hours of inservice training specific to the program/service needs of his/her assignment by the end of his/her first full school year of employment. These ten (10) hours require prior administrative approval and may include LISD Professional Development offerings.
  - 4. Board will pay retirement as required by law.
- C. For each unit of fifteen (15) relevant semester hours of college credit earned after the Bachelor's degree, the employee will advance to the next column. The credit must be in course work which relates to the employee's employment. This will be done at the beginning of the school year only. Notification in writing must be given to the Superintendent or his/her designee as soon as possible, but no later than August 20 before the school year begins.
- D. For each day worked beyond the ISD calendar, the employee shall be reimbursed at the following rate: his/her salary for the year divided by the number of days in the ISD calendar for the year. Number of extra days to be worked shall be determined by the mutual consent of the employee and the Board.
- E. Employees are eligible for 15th step at beginning of 16th year and eligible for 20th step at beginning of 21st year.
- F. It is not the intent of the Board of Education to do substantial subcontracting for work performed by employees in the regular course of their employment. However, the Board retains the right to subcontract work when it is determined it is in the best interest of the District. The Board agrees it will not subcontract if such subcontracting would cause the lay-off or partial reduction of staff.
- G. CEU's earned that are eligible may be converted to semester hours by an accredited four year college or university that has programs and/or services that relate to Special Education, at the employee's expense, toward movement on the LIEA Professional Salary Schedule.

52 **SECTION II**

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- A. Effective with ratification of this Agreement, (August 25<sup>th</sup>, 2000), new employees shall be allowed credit by the Board on the salary schedule for up to six (6) years of work experience outside the LIEA experience. Previous experience in the bargaining unit shall be counted as one step for each year of experience up to a total of six (6). Work experience, for which credit may be allowed, include military service, teaching and other work in the field of education and/or other experience which is related to the position held or being offered to the employee.

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**LCEA - LIEA  
2000-2001 PROFESSIONAL SALARY SCHEDULE  
(3.25% INC.)**

EXP.	BA/BS	BA/BS + 15	BA/BS + 30	BA/BS + 45	BA/BS + 60	BA/BS + 75	BA/BS + 90
0	32,509	33,854	35,197	36,548	37,886	39,230	40,574
1	34,433	35,804	37,331	38,698	40,067	41,430	42,802
2	35,735	37,106	38,784	40,037	41,520	42,892	44,259
3	37,041	38,414	40,243	41,612	42,981	44,350	45,724
4	38,348	39,650	41,702	43,072	44,439	45,806	47,178
5	39,649	41,020	43,154	44,531	45,895	47,264	48,632
6	40,957	42,329	44,616	45,985	47,355	48,717	50,096
7	42,259	43,630	46,077	47,446	48,816	50,185	51,553
8	43,566	44,936	47,526	48,903	50,266	51,636	53,006
9	44,869	46,243	48,986	50,367	51,725	53,095	54,467
10	46,171	47,542	50,450	51,818	53,187	54,554	55,928
11	47,477	48,852	51,904	53,277	54,646	56,015	57,384
12	48,784	50,153	53,358	54,733	56,102	57,470	58,838
15	50,945	52,317	55,529	56,896	58,264	59,635	61,003
20	52,481	53,853	57,060	58,434	59,803	61,170	62,539

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**LCEA - LIEA  
2001-2002 PROFESSIONAL SALARY SCHEDULE  
(3.25% INC.)**

EXP.	BA/BS	BA/BS + 15	BA/BS + 30	BA/BS + 45	BA/BS + 60	BA/BS + 75	BA/BS + 90
0	33,566	34,954	36,341	37,736	39,117	40,505	41,893
1	35,552	36,968	38,544	39,956	41,369	42,777	44,193
2	36,896	38,312	40,044	41,338	42,869	44,286	45,698
3	38,245	39,663	41,551	42,964	44,378	45,791	47,210
4	39,594	40,939	43,057	44,472	45,883	47,295	48,711
5	40,938	42,353	44,557	45,978	47,386	48,800	50,212
6	42,288	43,705	46,066	47,480	48,894	50,301	51,724
7	43,633	45,048	47,575	48,988	50,402	51,816	53,228
8	44,982	46,397	49,071	50,493	51,900	53,315	54,729
9	46,328	47,745	50,578	52,004	53,406	54,821	56,238
10	47,672	49,088	52,090	53,502	54,916	56,327	57,746
11	49,020	50,439	53,591	55,009	56,422	57,836	59,249
12	50,369	51,783	55,092	56,512	57,925	59,338	60,750
15	52,600	54,017	57,334	58,745	60,158	61,573	62,986
20	54,187	55,603	58,915	60,333	61,747	63,159	64,571



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<b>LCEA - LIEA</b> <b>2002-2003 PROFESSIONAL SALARY SCHEDULE</b> <b>(3.25% INC.)</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	34,657	36,090	37,522	38,963	40,388	41,821	43,254
1	36,707	38,169	39,797	41,254	42,714	44,167	45,630
2	38,095	39,557	41,346	42,682	44,263	45,725	47,183
3	39,488	40,952	42,901	44,361	45,820	47,280	48,745
4	40,881	42,269	44,456	45,917	47,374	48,832	50,294
5	42,268	43,730	46,005	47,472	48,926	50,386	51,844
6	43,663	45,126	47,564	49,023	50,483	51,936	53,405
7	45,051	46,512	49,121	50,581	52,040	53,500	54,958
8	46,444	47,905	50,665	52,134	53,587	55,047	56,508
9	47,833	49,297	52,222	53,694	55,142	56,603	58,065
10	49,221	50,683	53,783	55,241	56,701	58,158	59,623
11	50,614	52,079	55,332	56,796	58,256	59,715	61,175
12	52,006	53,466	56,882	58,348	59,808	61,266	62,725
15	54,310	55,773	59,197	60,654	62,113	63,574	65,033
20	55,948	57,410	60,829	62,294	63,754	65,211	66,670

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14

<b>LENAWEE INTERMEDIATE SCHOOL DISTRICT LCEA-LIEA 2000-2001 PARAPROFESSIONAL SALARY SCHEDULE (3.25% INC.)</b>
---

EXP.	TA	TA +30	TA +45	ASSOC DEGREE
0	13,945	15,060	16,115	21,272
1	14,555	15,721	16,820	22,203
2	15,167	16,382	17,529	23,138
3	15,783	17,046	18,239	24,076
4	16,397	17,709	18,949	25,013
5	17,007	18,367	19,655	25,943
6	17,624	19,032	20,365	26,881
7	18,237	19,696	21,074	27,818
8	18,851	20,359	21,785	28,756
9	19,464	21,021	22,492	29,691
10	20,078	21,685	23,201	30,626
15	20,874	22,544	24,121	31,840
20	21,450	23,166	24,788	32,721

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17  
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19

**LENAWEE INTERMEDIATE SCHOOL DISTRICT LCEA-LIEA  
2001-2002 PARAPROFESSIONAL  
SALARY SCHEDULE  
(3.25% INC.)**

EXP.	TA	TA +30	TA +45	ASSOC DEGREE
0	14,398	15,549	16,639	21,963
1	15,028	16,232	17,367	22,924
2	15,660	16,914	18,098	23,890
3	16,296	17,600	18,832	24,858
4	16,930	18,285	19,565	25,826
5	17,560	18,964	20,293	26,786
6	18,197	19,651	21,027	27,755
7	18,830	20,336	21,759	28,722
8	19,464	21,020	22,493	29,691
9	20,096	21,704	23,223	30,656
10	20,731	22,389	23,955	31,621
15	21,552	23,276	24,905	32,875
20	22,147	23,919	25,594	33,784

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<b>LENAWEE INTERMEDIATE SCHOOL DISTRICT LCEA-LIEA 2002-2003 PARAPROFESSIONAL SALARY SCHEDULE (3.25% INC.)</b>
---

EXP.	TA	TA +30	TA +45	ASSOC DEGREE
0	14,866	16,055	17,180	22,677
1	15,517	16,759	17,932	23,670
2	16,169	17,464	18,687	24,667
3	16,825	18,172	19,444	25,666
4	17,480	18,879	20,201	26,666
5	18,131	19,580	20,953	27,656
6	18,788	20,289	21,710	28,657
7	19,442	20,997	22,466	29,655
8	20,097	21,704	23,224	30,656
9	20,749	22,409	23,978	31,652
10	21,404	23,117	24,734	32,649
15	22,253	24,033	25,715	33,943
20	22,867	24,696	26,426	34,882

- 25 1. LIEA Paraprofessional (TA, COTA, PTA) Training Incentive Salary Schedule would be  
26 effective with the 1997-98 school year.
- 27
- 28 2. No increase in salaries will be paid retroactively for prior years.
- 29
- 30 3. Only relevant semester hours of academic college credit will be considered for move-ment  
31 on the LIEA Paraprofessional Training Incentive Salary Schedule.
- 32
- 33 4. CEU's earned that are eligible may be converted to semester hours by an accredited  
34 institution, that has programs and/or services that relate to Special Education, at the  
35 employee's expense, toward movement on the LIEA Paraprofessional Salary Schedule.
- 36
- 37 5. Advancement to the next column of the LIEA Paraprofessional Salary Schedule will be only  
38 at the beginning of the school year. Notification in writing must be given to the  
39 Superintendent or his/her designee as soon as possible, but no later than August 20 before  
40 the school year begins.
- 41
- 42 6. Verification of relevant semester hours of academic college credit or an Associate Degree  
43 must be provided through a transcript from an accredited institution. It is the responsibility  
44 of the Paraprofessional to provide the transcript.
- 45
- 46 7. Only semester hours acquired after September 1, 1987, can be used to advance beyond  
47 the TA column.
- 48
- 49 8. The Associate Degree column is designated for only those individuals possessing an  
50 Associate Degree.
- 51
- 52 9. Movement to the LIEA Professional Salary Schedule is limited to positions requiring a  
53 Bachelor's Degree.

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

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

**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.

SEP - 2 1999

## LISD/LIEA LETTER OF AGREEMENT

LENAWEE COUNTY EDUCATION  
ASSOCIATION, MEANEA

This Agreement is entered into this 5th day of August, 1999, by and between LISD (Lenawee Intermediate School District) and LCEA-LIEA (The Association) to be included as a Letter of Agreement to the Master Agreement dated September 1, 1997 through August 31, 2000 (Agreement).

WHEREAS, the Board has created a new position of Health Care Assistant, the Board and the Association agree that the following are the only provisions of this Master Agreement which apply to the Health Care Assistant position:

Article I: Recognition and Term - Include Health Care Assistants in first paragraph of Article I, Page 3 and Appendix I, Page 55. Include on Line 20 of Page 55, Health Care Assistants and the statement after Health Care Assistants, "Health Care Assistants shall be on probationary status for the first 90 days worked. In the event the Board expresses a written reason to the Association and the HCA, the probationary period may be extended an additional 30 workdays. The Board will meet with the Association and the HCA to review the reasons for the extension. Deficiencies will be noted along with suggestions for improvement."

All references to probationary period will be changed to "the probationary period as written in Appendix P" throughout the Letter of Agreement revised June 2, 1999.

Article II: Association and Employee Rights - Same language as in Master Agreement, Article II, Page 4.

Article III: Board of Education Rights - Same language as in Master Agreement, Article III, Page 5.

Article IV: Professional Dues or Fees and Payroll Deductions - Same language as in Master Agreement, Article IV, Pages 6, 7, and 8.

Article V: Professional Compensation - Include only Paragraph C & D from Master Agreement, Pages 9 and 10. Insert on line 63: "Health Care Assistants will be reimbursed at a maximum of One Hundred Fifty Dollars (\$150.00) per year.

Article VI: School Calendar and Article VII: Working Hours - Health Care Assistants may be assigned flexible workdays/hours schedule (could be less than 8 hours/day and less than 186.5 days/year.) Add new paragraph: "Health Care Assistants will attend IEPC's, Parent/Teacher Conferences, and other meetings and work on "Act of God Days" with pay upon request of the Administration."

Article IX: Working Conditions - Include only Paragraphs D, J, and K of Article IX of Master Agreement.

Article X: Vacancies and Promotions - Include Paragraphs A and B of the Master Agreement. Add Paragraph C: "In the event Health Care Assistants have a change in classification, the Health Care Assistant will begin to accrue seniority in the subsequent classification and will receive compensation at Step 0 of the proper salary schedule."

Article XI: Transfers - Only language to apply: "Teacher Assistants will not be assigned to Health Care Assistant positions without their consent. If a Health Care Assistant position becomes vacant, the position will be posted and any bargaining unit member may apply. Health Care Assistants will not be assigned Teacher Assistant positions and/or duties without their consent, except in unusual circumstances. It is not the intent of the Board to replace, displace, or reduce Teacher Assistant bargaining unit members with Health Care Assistant positions. The Administration will inform the Association prior to posting additional Health Care Assistant positions, and, if requested, review with the Association the reasons for the Health Care Assistant posting. Documents to be considered as part of the review process include:



a) Factors To Be Considered When Determining The Need For Health Care Or Teacher Assistant; b) Comparison Of Teacher Assistant And Health Care Assistant Positions. See attached documents.

Article XII: Absence of Employees – Health Care Assistants shall accrue one (1) sick day after each 20 days worked; maximum accumulation of 150 sick days. A sick day for pay purposes is based on the number of hours a Health Care Assistant is scheduled to work on the day the Health Care Assistant is absent. Sick time may be used for personal illness, illness or death in the immediate family. Immediate family is defined as spouse, child, parent, sibling, grandparent, and parent-in-law. After satisfying the probationary period as written in Appendix I, a Health Care Assistant working twenty (20) hours a week or more would be entitled to one (1) personal day per semester. Unused personal days will be added to the employee's accumulated sick days at the end of each school year.

Article XIV: Employee Standards – After satisfying the probationary period as written in Appendix I, the Board will use the concept of progressive discipline in the application of just cause, in dealing with discipline matters. Under progressive discipline, the initial discipline for an infraction shall be commensurate with the severity of the infraction with discipline of increased severity being used for repeated violations. The usual sequence may be warning, written reprimand, short unpaid suspension, and dismissal. This does not preclude more severe initial discipline for more severe violations.

A Health Care Assistant may be dismissed by the Board without appeal/cause during the probationary period. A written reason will be provided. Prior to termination, there will be a meeting with the Supervisor and the reasons for termination will be provided. Also, a copy of the reasons will be provided to the Association President.

Article XVI: Insurance Protection – After a Health Care Assistant has satisfactorily completed the probationary period as written in Appendix I, the Health Care Assistant will receive \$5,000 term life insurance coverage paid by the Board. The \$5,000 life insurance plan to include accidental death and dismemberment coverage. Health Care Assistants, after satisfactorily completing the probationary period as written in Appendix I, shall have the option to purchase health insurance coverage if they are scheduled to work regularly at least thirty (30) hours per week. The health insurance coverage shall be paid as specified in the Addendum to the Letter of Agreement. The Association and the Board agree to discuss health insurance benefits for HCA in the next round of bargaining.

Article XVII: Employee Evaluation - The evaluation form, including scheduled observations, will be similar to the LISD "hourly" evaluation form now in effect, as applicable, (see attached evaluation form).

The evaluation process is intended to result in a clear understanding of the employee's strengths and weaknesses. The appropriate evaluator will review this process and this form with the employee prior to the evaluation process and upon completion of the process. The Supervisor will be responsible for the formal evaluation of Health Care Assistants. Members of the bargaining unit or staff from other bargaining units will not be responsible for an employee evaluation. If the employee does not agree with the evaluation, the employee may write a rebuttal to be attached to the evaluation form. The bargaining unit member's signature shall constitute receipt of the evaluation form. In no case shall the bargaining unit member's signature be construed to mean that the employee agrees with the contents of the evaluation. The primary intent of evaluation is not for discipline. Health Care Assistant evaluations shall not be utilized to impose discipline, but evaluations are intended to bring to light the strengths and weaknesses of a

Health Care Assistant's performance and promote a higher level of effectiveness in their position. Furthermore, it is understood and agreed that identifying areas of concerns or deficiencies through an evaluation does not constitute discipline. The initial identifying of areas of concern or deficiencies will be addressed before the end of the year evaluation is drafted with the Supervisor and the Health Care Assistant. The Supervisor will make the Health Care Assistant aware they are entitled to Association representation at such meetings.

Article XVIII: Protection of Employees – Include Paragraphs A, B, C, D, and E as stated in the Master Agreement, Article XVIII, Page 34.

Article XX: Grievance Procedure – Include Paragraphs A, B, C, D, E, and F of the Master Agreement. The decision of the Superintendent shall be final, conclusive, and binding upon all Health Care Assistants within the union on all grievances, with the following exception; after the Health Care Assistant has successfully completed the probationary period as written in Appendix I, only those grievances involving discharge and grievances involving vested interest that encompass the monetary areas of the Agreement may apply to Level 4 (Paragraph G), Level 5 (Paragraph H) and Level 6 (Paragraph I) per the Master Agreement.

Also include Paragraphs J, K, L, M, N, O, P, Q of the Master Agreement.

Article XXI: Orderly Reduction in Personnel - Health Care Assistants will be added to the LIEA seniority list. Include Paragraphs D.6., Paragraph E.1., and Paragraph G.1.2.3., and Paragraph H. Health Care Assistants will not accrue seniority until they satisfy the probationary period as written in Appendix I at which time their name will be entered on the next seniority list.

Seniority will begin with the date of hire, after the probationary period. Health Care Assistants will accrue seniority only in the Health Care Assistant classification. No Health Care Assistant will be laid off unless she/he has been given fifteen (15) calendar days advance written notice.

zth 9/8/99

No Health Care Assistant who is laid off has rights to bump into another classification.

Article XXIV: Miscellaneous Provisions – All individual Health Care Assistant’s contracts shall be made expressly subject to terms of this Letter of Agreement. All Health Care Assistants will receive a copy of this Letter of Agreement within ten (10) days of the ratification of this Agreement. New hires will receive a copy of this Letter of Agreement upon hire.

Schedule A: Health Care Assistants will submit a time sheet as a record of payment. Health Care Assistants will be required to complete the Instructional Assistant Training Program and upon successful completion will be paid a stipend of \$250. (During the Instructional Assistant Training Program, Health Care Assistants do not receive their hourly rate of pay.)

Starting wage during their probationary period to be \$8.05 per hour –1998-99; \$8.70 per hour after the probationary period - 1998-99; \$8.29 per hour during the probationary period - 1999-2000; \$9.06 per hour after the probationary period - 1999-2000.

This Letter of Agreement will be retroactive for Health Care Assistants from the first day of work for the 1998-99 school year.

*L. Donald Bush*  
LISD Board of Education Representative

*Joseph K. Kallach*  
LIEA Representative

10-3-99  
Date

September 8, 1999  
Date

This Agreement entered into this 5th day of August, 1999, by and between Lenawee County Education Association-Lenawee Intermediate Education Association, MEA/NEA (The Association), and the Lenawee Intermediate School District (The Board).

The parties agree that this is an Addendum to the Letter of Agreement regarding Health Care Assistants:

1. Health Care Assistants do not qualify for Board-paid health insurance, however, have the option to purchase health insurance for themselves and/or their eligible family members for a twelve (12) month period under the MESSA Super Care I Plan.
2. Health Care Assistants, after satisfactorily completing the probationary period as written in Appendix I, shall have the option to purchase health insurance coverage if they are scheduled to work regularly at least thirty (30) hours per week. The health insurance coverage shall be paid by the employee's personal funds submitted to the Board's Business Office by the first (1<sup>st</sup>) of the month from September through June.
3. The annual premium cost will be divided by ten (10), which encompasses a full twelve (12) months' health insurance coverage.
4. Eligible employees may enroll for health insurance coverage the day following the day this Agreement is signed. Premium costs will be pro-rated for the remainder of the year.
5. If eligible employees do not pay their premium costs timely, as stated in No. 2 above, their insurance coverage will be canceled. The Business Office will contact the employee one (1) week prior to such cancellation. Any unpaid premium costs may be remanded to a collection agency for payment.

FOR THE ASSOCIATION

Joseph R. Kallath      7-8-99  
Date

FOR THE BOARD

J. Donald Bush      10-3-99  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FACTORS TO BE CONSIDERED WHEN DETERMINING THE  
NEED FOR HEALTH CARE OR TEACHER ASSISTANT**

Consultation with current classroom staff

Current support to classroom teacher

- How many teacher assistants?
- What types of therapy services are delivered in the classroom?

Types of educational needs of students

Types of behavioral management techniques used in classroom

Student's level of independence with personal care

Amount of staff time needed to address student's needs

- bathroom
- eating
- dressing
- mobility

Physical and Occupational therapy routines for students. How often are adjustments made to therapies?

Student's medical conditions which may need observation?

To what extent medical, personal care or behavioral needs of students impact classroom instructional effectiveness?

*jk 9/8/99*

## Comparison of Teacher Assistant and Health Care Assistant Positions

Teacher Assistant	Health Care Assistant
<i>Primary Responsibility</i> – assist the teacher with instruction; for example, leading small group activities, vocational training on and off campus, community based instruct	<i>Primary Responsibility</i> – assist teacher(s) with one or more students to monitor and assist with personal/health care, student behavior goals, student therapy goals
Paid on a salary basis	Hourly Pay submitted on Timesheets
Work Schedule – Matches designated program hours and school calendar	Flexible Work Days/Hours
Sick days – Eleven days per year	Sick Days – One sick day for each month worked
Membership in LIEA	Membership in LIEA
Assigned to classroom based on special education rules	Assigned to student
Instructional Responsibility High Tech Behavior Management High Tech Feeding	Orientation with School Nurse, Therapist, etc., daily schedule determined ahead of time, low tech behavior management, low tech feeding

given to LEA

LENAWEE INTERMEDIATE SCHOOL DISTRICT  
JOB DESCRIPTION

**TITLE:** Health Care Assistant

**QUALIFICATIONS:** -High School diploma or equivalent  
-1 year related experience working with persons with disabilities.

**REPORTS TO:** Professional Staff for programs operated by the LISD, and/or LISD Regional Supervisor.

**JOB GOAL:** To work under the direct supervision of professional staff to maintain a safe and healthy educational environment; to assist/support specific students with personal care activities and appropriate social behaviors; and to assist staff in reinforcing selected student therapy activities. This position may be assigned to one or more students as needed. This position will have no direct instruction responsibility.

**PERFORMANCE RESPONSIBILITIES:**

1. Works under the direct supervision of professional staff
2. May perform such day-to-day activities as:
  - a. Assist with the personal care of students (which may include feeding, washing, toileting, lifting/transferring, dressing, showering, and laundering).
  - b. Assist with selected therapy activities.
  - c. Be readily available to support assigned students behaviorally and/or physically during a classroom activity or therapy session.
  - d. Support and monitor one or more students to maintain a safe environment.
  - e. Assist students to practice positive social behavior such as attending to activities, participating in groups, interacting with peers.
  - f. Assist students to and from the bus.
3. Must successfully complete the Instructional Assistant Training Program.
4. Attend all staff meetings and inservice training as assigned by supervisor.
5. Follow federal, state and local laws, rules and guidelines.
6. Maintain the same high level of ethical behavior and confidentiality of information about students as is expected of LISD staff.
7. Universal Precautions:
  - a. Practice universal health precaution as outlined in the LISD Health Information Packet and/or described by the LISD school nurse.
  - b. Stay informed of changes in current universal health precautions as described in the most current LISD Health Information Packet and/or as described by the LISD school nurse.
  - c. Maintain adequate amounts of health equipment in assigned work area so to be able to properly handle bodily fluids based on universal health precautions guidelines and/or input from the LISD school nurse.



Job Description  
Health Care Assistant

8. Lifting/Body Mechanics:
- a. Follow LISD recommended body mechanics/lifting inservice schedule.
  - b. Practice proper and safe lifting techniques when moving, transferring, and lifting people and/or objects as described per LISD approved lifting inservice(s).
8. In cases of emergency, demonstrate flexibility to respond to the unique needs of individual students.

TERMS OF EMPLOYMENT: Hourly pay as submitted on timesheets: \$7.83/hr  
Flexible work days/hours: could be less than 8 hours/day and less than 186.5 days/year.  
Benefits: \$5,000 life insurance, social security, MPSERS, workers' compensation.  
Sick Days: One sick day for each month worked: maximum accumulation 150 days. A sick day is based on the number of hours worked per day.  
Membership in LIEA with seniority rights limited to health-care assistant positions.

EVALUATION: Performance of this job will be evaluated in accordance with provisions of the Board policy on Staff Evaluation.

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed and agreed to by \_\_\_\_\_ Date \_\_\_\_\_

**FORMAL EVALUATION FORM  
HEALTH CARE ASSISTANT**

STAFF MEMBER \_\_\_\_\_ EVALUATOR \_\_\_\_\_

SITUATION \_\_\_\_\_ DATE OF EVALUATION \_\_\_\_\_

Staff member evaluation/appraisal process is designed to improve staff member performance, to recognize the strengths and competencies of the individual, and to recognize areas that need improvement. Place an (X) on the scale that best describes the staff member's performance. Please note the definitions of performance level to use as a standard on this form.)

**Needs Improvement:** Indicates a level of performance that is less than acceptable in a rating area which the staff member needs to recognize and improve. Note: If this item is marked, a specific written comment must be made; further, a follow-up meeting and written report must be made after 30 working days.

**Average:** Indicates a level of performance expected of an average or typical staff member in order to accomplish assignments with a minimum of supervision and with few errors. Devotes normal time and effort to the job.

**Good:** Indicates a level of performance whereby results are measurably greater than those of a satisfactory staff member in terms of initiative, activity, and accomplishments.

**Very Good:** Indicates a level of exceptional performance resulting in a high level of accomplishment.

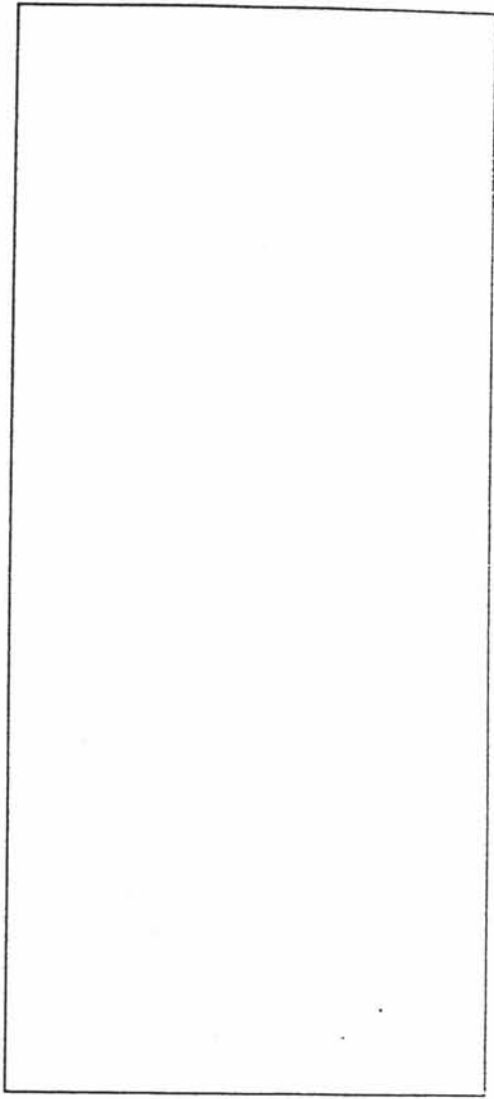
	VERY GOOD	GOOD	AVERAGE	NEEDS IMPROVEMENT
<b>1. Work Habits/Attitude:</b>				
A. Dependability				
B. Punctuality				
C. Confidentiality				
D. Attendance				
E. Works cooperatively with others				
F. Accepts responsibility for the job				
G. Demonstrates interest and pride in the job				
H. Works without immediate supervision				
I. Enthusiasm				
	VERY GOOD	GOOD	AVERAGE	NEEDS IMPROVEMENT
<b>2. Personal Qualities:</b>				
A. Accepts constructive criticism				
B. Represents the school well to the public				
C. Demonstrates loyalty				
D. Cooperates with all staff				
E. Meets the public well				
F. Personal appearance				

Comments

*zhu*  
9/18/99

3. Quality of Work				
A. Organization				
B. Completes work on time				
<input checked="" type="radio"/> Shows originality and resourcefulness				
D. Willingness to do extra assignments				

4. Work Skills:				
A. Uses Universal Precautions				
B. Practices proper lifting techniques				
C. Follows individual student behavior plans				
D. Follows individual student therapy plans				
E. Understands/practices positive behavioral intervention techniques				
F. Understands and acknowledges student's alternative communication systems				
<input checked="" type="radio"/> Shows respect to students				
H. Encourages student's independence				



Strengths/Accomplishments:

Suggestions for Improvement:

\_\_\_\_\_  
Evaluators Signature

\_\_\_\_\_  
Staff Member's Signature\*\*

\_\_\_\_\_  
Initials of Divisional Asst. Supt.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of above staff member indicates that this evaluation has been discussed with the staff member and she/he has received a copy of same. It does not indicate either approval or disapproval of its contents. If the staff member desires, she/he may attach comments.

*jh 9/8/99*

ERVATION - Probationary Period

Date \_\_\_\_\_

Time \_\_\_\_\_

T-OBSERVATION

Date \_\_\_\_\_

Time \_\_\_\_\_

ERVATION - (One per school year after the probationary period

Date \_\_\_\_\_

Time \_\_\_\_\_

T-OBSERVATION

Date \_\_\_\_\_

Time \_\_\_\_\_

*jh* 9/8/99

38 **LENAWEE INTERMEDIATE SCHOOL DISTRICT**  
 39  
 40

**GRIEVANCE REPORT FORM - LIEA**

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

Building	Assignment	Name of Grievant

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

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Relief Sought

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Upon Completion of Discussion with Supervisor/Principal:

Signature of Grievant \_\_\_\_\_

Date \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Supervisor or Principal	
Date	

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

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant	
Date	

Association Approval			Disapproval		
Signature of Association Rep.					
Date					

46  
47  
48  
49  
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Grievance # \_\_\_\_\_  
School Dist. \_\_\_\_\_

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

A. Date Received by Assistant Superintendent or Designee

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

Signature of Asst. Superintendent

Date

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

Signature of Grievant

Date

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52  
53  
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Grievance # \_\_\_\_\_  
School Dist. \_\_\_\_\_

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

**A. Date Received by Superintendent**

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

**Signature of Superintendent**

**Date**

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

**Signature of Grievant**

**Date**



55  
56  
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58  
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Grievance # \_\_\_\_\_  
School Dist. \_\_\_\_\_

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

A. Date Received by Board of Education or Designee

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

Signature of Board Rep.

Date

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

Signature of Grievant

Date



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

**A. Date Submitted to Arbitration**

**B. Disposition and Award of Arbitrator**

**Signature of Arbitrator**

**Date**

**LIEA/LISD**  
**2000-2001 School Calendar**  
 183 Student Days; 187 Staff Days

**APPENDIX III**

Agreement-8/17

**JULY 2000**

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
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23	24	25	26	27	28	29
30	31					

**AUGUST 2000**

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**SEPTEMBER 2000**

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**OCTOBER 2000**

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**NOVEMBER 2000**

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**DECEMBER 2000**

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**JANUARY 2001**

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**FEBRUARY 2001**

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**MARCH 2001**

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**APRIL 2001**

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**MAY 2001**

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**JUNE 2001**

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25<sup>th</sup>-1/2 Workday  
 a.m.; 1/2 Prof.  
 Dev. p.m.  
 1<sup>st</sup> Day for  
 Students-28th

19<sup>th</sup>-1/2 Prof. Dev. a.m.;  
 1/2 Staff Record  
 Day-p.m.

23<sup>rd</sup>-Full Day Prof. Dev.

13th-1/2 Workday  
 a.m.; 1/2 Prof.  
 Dev. p.m.

15th-1/2 Workday  
 a.m.; 1/2 Prof.  
 Dev. p.m.

12<sup>th</sup>-Last Staff Day

Codes:   = Vacation Days   = Staff Day

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 revised school code, \* \* \* Act No. 451 of the Public Acts of 1976, being section 380.1233b 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, <sup>1</sup> but such an individual is not considered a teacher for the purpose of continuing tenure under article III<sup>2</sup> until he or she becomes certificated.

(3) An individual employed as a teacher in a public school academy established under \* \* \* Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 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<sup>3</sup> is a teacher for the purpose of retraining 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.

<sup>1</sup>Section 38.81 et seq.

<sup>2</sup>Section 38.91 et seq.

<sup>3</sup>Section 38.91(4).

§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 \* \* \* the revised school code, \* \* \* Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 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 " " the revised school code, " " Act No. 451 of the Public Acts of 1976, being sections 380.1 to 380.1852 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 the 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.

