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6/30/2002

AGREEMENT

BETWEEN

**LIVINGSTON EDUCATIONAL SERVICE AGENCY  
BOARD OF EDUCATION**

AND THE

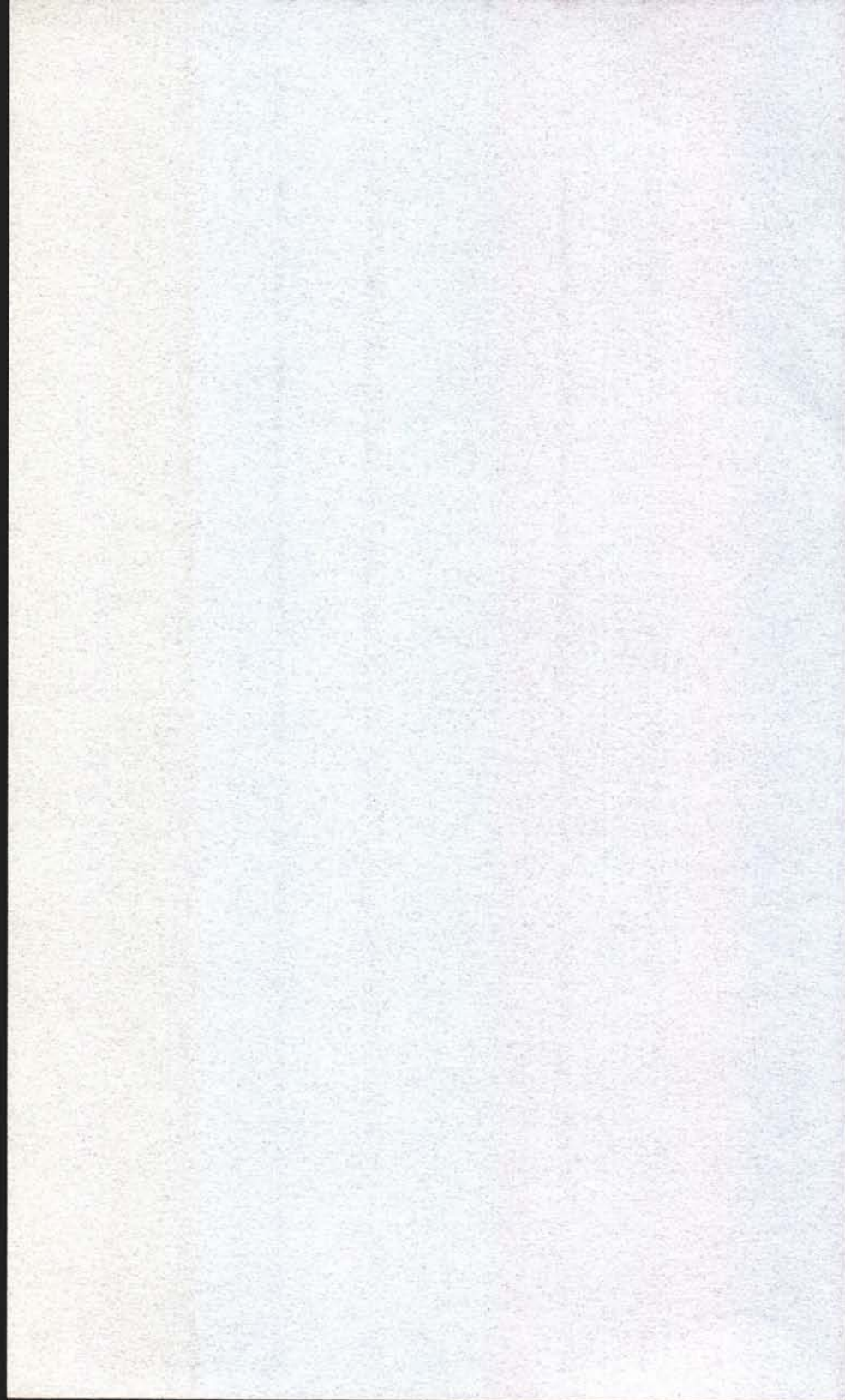
**LIVINGSTON INTERMEDIATE PROFESSIONAL  
STAFF ASSOCIATION**

1999 - 2002

Livingston Educational Service Agency  
1425 West Grand River Avenue  
Howell, Michigan 48843

*Livingston Educational Service Agency*

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RELATIONS LIBRARY



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## PREAMBLE

The Livingston Educational Service Agency (Michigan) Board of Education and the Livingston Intermediate Professional Staff Association agree as follows:

## ARTICLE 1

### Definitions

- A. Association. The term, Association, denotes the Livingston Intermediate Professional Staff Association.
- B. Board. The term, Board, denotes the Livingston Educational Service Agency Board of Education.
- C. Day. The term, Day, denotes a working day unless otherwise stated. A working day is any day during which some or all of the Agency is to be in operation as set forth in the calendar in Appendix B unless all operations have been suspended before 8:00 a.m. by the Employer. A contract day is any day on which a given Teacher is scheduled to work.
- D. Agency. The term, Agency, denotes the Livingston Educational Service Agency.
- E. Employer. The term, Employer, denotes the Board, the Superintendent, and their designees.
- F. Superintendent. The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- G. Teacher. The term, Teacher, denotes any member of the bargaining unit defined in Article 2.
- H. Year. The term, Year, denotes a consecutive 12 month (365 calendar day) interval.

## ARTICLE 2

### RECOGNITION

- A. Recognition. The Board recognizes the Association as the exclusive bargaining agent for the bargaining unit consisting of all probationary and non-probationary employees who are (1) Teachers of the Mentally Impaired (Trainable, Severely and Severely Multiply), (2) Program Consultants for the Autistic Impaired, (3) Teachers of Speech and Language Impaired, (4) Teachers of Physical Education, (5) Teachers of the Pre-Primary Impaired, (6) Occupational Therapists, (7) Physical Therapists, (8) School Psychologists, (9) School Social Workers, (10) Work Study Coordinators, (11) Program Consultants for the Emotionally Impaired, (12) Program Consultants for the Physically Impaired, (13) Program Consultants for the Hearing Impaired, (14) Program Consultants for the Vision Impaired, (15) Curriculum Consultants, (16) Substance Abuse Coordinator, (17) Health Education Trainer, (18) Orientation and Mobility Specialist, and (19) School Nurse\*, but excluding all other employees.

\* Note: To be included the School Nurse must be a Registered Nurse with at least a Bachelor's Degree.

- B. New Kinds of Positions. If, during the life of this Agreement, the Board establishes new kinds of positions which require teacher certification or approval by the state, but which are not administrative or supervisory (except of teacher assistants or program attendants), their inclusion status in the above bargaining unit will be negotiated.

### ARTICLE 3

#### BOARD RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of such action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the Agency's business, its equipment, its operations, and the work force and the affairs of the Agency.
  2. Direct the working forces, including the right to hire, promote, suspend, discharge and transfer employees and to determine the size of the work force.
  3. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, and the institution of new and/or improved methods of changes therein.
  4. Adopt rules and regulations not in conflict with this Agreement.
  5. Determine the qualifications of employees.
  6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
  8. Determine the financial policies, including all accounting procedures.
  9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of Teachers as specifically provided in this Agreement.

10. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations that pertain to education.
  
- C. The Board may ask for a physical and/or mental record when a question of fitness should arise, and, further, it shall have the right to request a clinical examination, either physical or mental or both, at its expense when in its estimation the health of the Teacher is such as to render him/her unfit for services in the Agency.

## ARTICLE 4

### ASSOCIATION RIGHTS

- A. Aid to Other Unions. The Board will not negotiate with any individual or any group representing or purporting to represent the above bargaining unit other than the Association for the duration of this Agreement.
- B. Association Use of Agency-Owned Facilities. Upon not less than 72 hours prior written notice from the Association President to the Superintendent, the Association may hold Association meetings in mutually agreed upon Agency-owned facilities, provided that these meetings do not interfere with the regular duties of any Teacher. In an emergency, the Superintendent may waive the condition of prior notice at the written request of the Association President.
- C. Released Time. The Board will grant up to a total of ten (10) hours per pay period of released time to a Teacher or Teachers named by the Association President for the purpose of conducting Association business including attendance by a Teacher at regularly scheduled PAC meetings. No such released time will be granted until the names of the Teachers have been furnished in writing to the Assistant Superintendent for Human Resources and Compliance. All released time must be approved by the Teacher's immediate supervisor.
- D. Copies of Minutes. A copy of all public Board meeting minutes shall be sent to the Association President.
- E. Right to Belong. All personnel employed to fill positions identified in Article 2, Section A shall be considered to be members of the bargaining unit, and shall be subject to terms and conditions of this Agreement.
- F. The Board will invite two Teachers to provide input into the selection of new Teachers.



## ARTICLE 5

### TEACHER RIGHTS AND SECURITY

- A. Probation. A non-probationary Teacher is any Teacher who has completed four years of employment in one Michigan public, local or intermediate school district in a position requiring Michigan teacher certification or special education approval and who has completed at least two years of employment for the Agency in a position requiring Michigan teacher certification or special education approval.

A probationary Teacher is any other Teacher.

A probationary Teacher will be assigned a mentor for the duration of their probation.

- B. Seniority. The term, Seniority, denotes length of continuous employment by the Agency in one or more positions in the bargaining unit. Accumulation of seniority of non-probationary Teachers begins with their first day employed (effective date) in any position in the bargaining unit. Probationary Teachers do not have seniority.

For the purpose of determining seniority only, continuity of employment shall not be considered broken by Board-approved paid leaves of absence or unpaid leaves of absence of ten (10) or fewer days or when operations affecting the Teacher are temporarily suspended by the Employer. Any other interruption of work shall constitute a break in continuity for the purpose of determining seniority. Employment in the Agency but out of the bargaining unit is such an interruption.

If a Teacher's continuity of employment is broken, the Teacher's seniority will be reduced to reflect the duration of such break in continuous employment.

Ranking of Teachers with the same seniority shall be by alphabetical order using the name by which each Teacher was first appointed.

- C. Loss of Seniority. A Teacher will lose his/her seniority when he/she quits, retires, is discharged, or has been laid off for more than two (2) years.
- D. Discipline and Discharge. No non-probationary Teacher shall be disciplined or discharged without reasonable and just cause. The discipline or discharge of a probationary Teacher shall not be arbitrable.
- E. Personnel File Review. Each Teacher may, upon reasonable prior request, review the contents of his/her personnel file as maintained by the Superintendent

or his designee, except for his/her college placement credentials. If the Teacher wishes, another Teacher may be present during the review.

F. Personnel File Additions. A Teacher shall be notified in writing when material is to be placed in his/her file which might adversely affect his/her evaluation. The Teacher may submit explanatory notes to be attached to each copy.

G. Outside Employment. No restrictions shall be placed upon the freedom of a Teacher to use his/her own time for gainful employment insofar as it does not interfere with his/her daily work schedule or with the satisfactory performance of his/her duties.

School agency facilities, equipment, materials and supplies may not be used by any Teacher in outside employment.

H. Sub-Contracting. It is not the intent of the Board to sub-contract permanently the work performed by Teachers in the regular course of their employment. However, the Board retains the right to sub-contract work when it determines that such sub-contracting is in the best interests of the Agency. The Board agrees that it will not sub-contract any work performed by Teachers in the regular course of their employment if such sub-contracting would cause one or more Teachers to be laid off. In the event that sub-contracting is required for duties/services normally performed by Teachers, the Association will be notified prior to implementation. If such sub-contracting extends beyond one school year, the Board will consult with the Association.

## ARTICLE 6

### TEACHER RESPONSIBILITIES

- A. Employment Qualifications. Each Teacher must meet the requirements of applicable law and administrative rules for the position he/she holds as well as Board requirements in force at the time of employment. Failure to meet any such requirement will cause the Teacher's contract to become null and void immediately.
- B. Certification and/or Approval. Each Teacher must obtain and maintain state certification and/or approval of the Special Education Division, Michigan Department of Education, for the position he/she holds. This means that each Teacher must:
1. Meet certification and/or approval requirements.
  2. Initiate the application for certification at his/her college or university.
- C. New Teacher Induction
- All teachers new to the profession are required to obtain 15 days of professional development over a 3-year period. District inservice days cannot be counted toward this requirement.

## ARTICLE 7

### EMPLOYMENT, ASSIGNMENT AND RE-ASSIGNMENT

- A. Notice of each vacancy in the bargaining unit shall be posted within the Agency and a copy sent to the Association. Such notice will state the procedure and deadline for applying for the vacancy. Failure to follow the procedure or failure to meet the deadline may disqualify an applicant from further consideration.
- B. Selected applicants will be interviewed. Each Teacher who applies will be notified of the final disposition of his/her application.
- C. The Board may continue its right and past practice of assignment and direction of work of all Teachers, determine the number of shifts and hours of work and starting times and scheduling as well as the right to establish, modify or arrange any work or business hours or days, subject to the provisions of this Agreement.
- D. The counsel and advice of affected Teachers shall be considered before modifying their assignments.

When a vacancy in an assignment occurs, it shall be posted for five (5) days. Failure to submit an application on or before the announced dead-line date shall disqualify the Teacher from further consideration. If the most senior applicant is not selected, he/she will be granted a special conference upon his/her written request.

- E. Each Teacher may arrange his/her daily itinerary consistent with his/her assignment. Each Teacher shall schedule time for student evaluations consistent with their job responsibilities. If the Teacher is unable to meet their evaluation responsibilities, they shall timely inform their immediate supervisor who shall work with the Teacher in developing a schedule.
- F. Each Teacher must inform his/her supervisor or designee of his/her daily itinerary.
- G. The Employer may grant part-time assignments to Teachers who have met certain criteria for procedures as outlined below:
  - 1. Each request for a part-time assignment will be considered on its individual merits.
  - 2. The application shall be submitted in accordance with the provisions of this Article.

3. The particular circumstances surrounding each part-time assignment will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent.
4. The decision of the Employer as to whether such part-time assignment shall be granted is final.
5. The Teacher may return to a full time assignment only when there is a vacancy. Application of a part-time Teacher to return to a full time position shall be considered on a priority basis over external applications when an opening is available. The Employer's decision shall be final but shall be the subject of a Special Conference at the request of the Teacher. By mutual consent of the Employer and Teacher, a part-time assignment may be increased to a full time assignment.
6. Unless otherwise indicated, the following conditions shall apply to part-time assignments: A Teacher's seniority and increment shall accrue as with a full time assignment. Sick leave days shall be pro-rated. Half-time Teachers may be granted two (2) conference days and two (2) bereavement days. With prior administrative approval, a part-time Teacher may exchange days worked with days not worked in order to accommodate Personal Business. For benefits under alternative coverage, refer to Article 12, Section C. Part-time Teachers shall be eligible for pro-rated, Board-paid insurance premiums for dental and health care upon acceptance of written applications by the insurance carriers which shall be effective when the insurance carrier's requirements are met. Current carrier restrictions prohibit eligibility for dental and health coverage for Employees working less than 20 hours per week. No other benefits shall accrue or apply. Requests for part-time assignments shall be in writing to the Assistant Superintendent for Human Resources and Compliance and must have prior written approval before becoming effective.
7. Caseload shall be commensurate with the Employee's reduced work schedule.
8. In the event a C.D. takes over a program or service which is being operated by LESA, the following procedures will apply:
  - a. If the individual currently functioning in that position is non-probationary, they will be given the first choice to stay in that position. If the Employee elects to stay in that position, they will be voluntarily laid off.

- b. Should the Teacher not elect to stay in the position but prefer to remain in the employ of LESA, procedures identified under Article 11, Reduction and Recall will be followed.
- c. Michigan law will be invoked under such conditions entitling the laid-off Teacher to those legal rights established by applicable Michigan law.

## ARTICLE 8

### EVALUATION

- A. Administrator's Evaluation. Each Teacher (hired as of July 1, 1994) shall receive an evaluation for the first four years of employment. Thereafter, each Teacher shall receive an evaluation at least every other year.
- B. Assistant Superintendent's Review. The Assistant Superintendent - Instruction will meet with each Teacher having a less than satisfactory evaluation.
- C. Whenever unsatisfactory performance is identified by a Teacher's immediate supervisor, the unsatisfactory performance shall be explained to the Teacher in specific terms. Jointly the Teacher and the supervisor will develop a plan of action to achieve satisfactory performance. Suggestions as to how improvement may be achieved and what assistance may be provided will be outlined. Accompanying the suggestions will be a written description of the level of performance which will be accepted. The Teacher may request assistance from another mutually acceptable Teacher.
- D. When an administrator's goals are directly related to the job performance of Teachers, the affected Teacher shall be informed of those goals and may provide suggestions as to how those goals can be accomplished.

## ARTICLE 9

### GRIEVANCES

- A. Definition. A grievance is a written complaint by a Teacher alleging a violation, misinterpretation of misapplication of any provision of this Agreement.
- B. Nothing contained herein will be construed to limit the right of any Teacher having a complaint to discuss the complaint informally with the Employer and have the complaint adjusted without the intervention of the Association provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association has been given the opportunity to be present when such an adjustment is made.
- C. Level 1. If a Teacher wishes to submit a grievance, he/she shall first discuss the complaint with his/her immediate supervisor. The Grievance Committee representative and one administrator may also be present. This discussion must occur within ten (10) days of the event causing the complaint. The immediate supervisor shall respond in writing within ten (10) days of the date of the discussion, submitting one copy to the Teacher, one copy to the Grievance Committee representative, one copy to his/her immediate supervisor and one copy to the Assistant Superintendent for Human Resources & Compliance.
- D. Level 2. Within five (5) days of the above response, the Teacher must notify the Association Grievance Committee representative of any dissatisfaction. Within five (5) additional days of the above, the Teacher must submit his/her grievance in writing to his/her immediate supervisor on the form provided. The immediate supervisor shall sign and date all copies when he/she receives them.
- Within five (5) days of receipt of the grievance, the immediate supervisor shall meet with the grievant\* in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such a meeting.
- E. Level 3. If the Teacher is not satisfied with the response of the immediate supervisor, the Teacher may submit the grievance to the appropriate Director within ten (10) days. The Director shall sign and date all copies when he/she receives them. The Director shall respond in writing within ten (10) days of the above date.
- F. Level 4. If the Teacher is not satisfied with the response of the Director, the Teacher may submit the grievance to the Superintendent within ten (10) days. The Superintendent shall sign and date all copies when he receives them. The



Superintendent shall respond in writing within ten (10) days of the above date.

\* Either party may be accompanied by one other Teacher or administrator.

- G. Level 5. If the Teacher is not satisfied with the disposition of the grievance at Level 4, the Association may request a pre-arbitration conference. Such request must be submitted within ten (10) days to the Assistant Superintendent for Human Resources & Compliance. The Assistant Superintendent for Human Resources & Compliance will schedule the requested conference within ten (10) days. Following this conference, the Superintendent shall respond within ten (10) days in writing.
- H. Level 6. If the Teacher is not satisfied with the disposition of the grievance at Level 5, the Association may, within ten (10) days after the decision of the Superintendent, request arbitration by giving a written notice to the Employer. The Union and Employer will attempt to select an ad hoc arbitrator and, if unable to make a mutual selection, the arbitrator shall be selected by the American Arbitration Association in accordance with their Rules and Procedures.
1. The decision of the arbitrator shall be final and conclusive and binding upon Teachers, the Board and the Association.
  2. Powers of the arbitrator are subject to the following limitations:
    - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
    - b. He shall have no power to establish wage rates or to change any wage rates.
    - c. He shall have no power to decide any questions which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
    - d. He shall have no power to change the content of a Teacher's evaluation, nor may he decide any matter regarding the denial of tenure to a Teacher or to his/her placement on a third year of probation.
  3. After a case on which the arbitrator is empowered to rule hereunder has been referred to him, it may not be withdrawn by either party except by mutual consent.

4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  5. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent.
  6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
  7. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.
- I. Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Association's original claim. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.
  - J. The Association shall have no right to initiate a grievance involving the right of a Teacher or group of Teachers without his or their written approval.
  - K. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make a monetary adjustment and the arbitrator shall have no power to order one.
  - L. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
  - M. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Teacher.
  - N. A Teacher may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of this Agreement.
  - O. No complaint which may be subject to the procedure specified in the Teachers Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937, of Michigan, as amended) and no complaint within the jurisdiction of any administrative agency empowered to render any enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.

P. Extension of Time Limits. Time limits may be extended by mutual written agreement.

ARTICLE 10

SPECIAL CONFERENCES

- A. A Special Conference is a meeting of not more than three representatives each of the employer and Association to discuss matters deemed important by either party.
- B. Special Conferences will be arranged between the Association President and the Superintendent or his designee at mutually agreed upon times and places at the request of either party.
- C. The requesting party shall submit a request for a Special Conference to the other party in writing at least seventy-two (72) hours in advance, including an agenda of matters to be discussed and a list of the names of the conferees of the requesting party.
- D. Matters taken up in Special Conference shall be confined to those on the agenda.
- E. Special Conferences may begin during regular work hours. Teachers shall not lose pay for time spent in Special Conferences, however, no additional compensation will be paid to Teachers for time spent in such conferences beyond regular work hours.
- F. The Association representatives may meet on the Employer's property for up to one-half hour immediately preceding the conference.

## ARTICLE 11

### REDUCTION AND RECALL

- A. The Board may lay off Teachers when it determines that programs must be reduced or that funds are insufficient. The Board may lay off Teachers to accommodate other Teachers returning on schedule from Board-approved leaves of absence. Reasons for layoff shall be stated in writing to the Teacher(s) who are laid off.
- B. Layoffs. The Board will use the following layoff procedure:
1. The Board will determine the kinds and numbers of positions to be eliminated.
  2. The Employer will post notices of position titles, numbers of positions and the effective dates at least fifty (50) calendar days prior to their elimination.
  3. The employer will rank Teachers occupying the kinds of positions to be eliminated in inverse seniority order by position title (beginning with Teachers having no seniority) so that the number of rankings equals the number of kinds of position to be eliminated and the total number of names in those ranking equals the total number of positions to be eliminated.
  4. The Employer will then review the certification and approval currently held by each ranked Teacher (beginning with the most senior Teacher and proceeding in overall seniority order) to determine whether that Teacher may be employed in an existing position of another kind requiring the same certification and approval used by the ranked Teacher to hold the position to be eliminated. If such a position exists and is vacant, the ranked Teacher will be transferred into it and his/her name removed from the rankings. If such a position exists but is found to be occupied by a Teacher of less seniority than the ranked Teacher, the ranked Teacher will be transferred into the position held by the least senior such Teacher and the name of the ranked Teacher will be replaced by the name of the displaced Teacher. If no such position exists or if no less senior Teacher occupies such position, then the Employer will proceed to Step 5, below.
  5. The Employer will review the certification and approval currently held by the ranked Teacher to determine whether he/she may be employed in an existing position of another kind requiring certification and approval held by the ranked Teacher but not used by him/her to hold the position to be eliminated. If such a position exists and is vacant, the ranked Teacher will be transferred into it and his/her name removed from the rankings. If such a position exists and is found to be occupied by a Teacher with less

seniority and less experience (in the kind of position occupied by the less senior Teacher), the ranked Teacher will be transferred into it and the name of the less senior Teacher will be appropriately placed among the rankings. If such a position exists but is found to be occupied by a Teacher with less seniority but more experience (in the kind of position occupied by the less senior Teacher), then the Employer will proceed to Step 6, below.

6. The Employer will review the experience of the ranked Teacher in the other kind(s) of position(s) for which he/she is certificated and approved. If it is found to be a minimum of two years in any one such other kind of position, the Employer will again review the occupants of such other kinds of positions. If one or more is found to have less seniority, the ranked Teacher will be transferred into the position of the person of lowest seniority and the name of the displaced Teacher will be substituted appropriately in the rankings. If the occupant of such other kind of position is probationary or has obtained such a position by bumping another Teacher and has not occupied such position for at least two years, the two-year experience requirement shall not apply.
7. If none of the provisions of Paragraphs 4 through 6 can be applied to any ranked Teacher, he/she will be laid off. The contract of each individual Teacher will terminate upon layoff.
8. Assignments of Teachers re-assigned by the provisions of Paragraphs 4 through 6, above, may be adjusted by the Employer prior to the effective date of such re-assignments. If re-assignments are required due to layoffs, the advice and counsel of the remaining Teachers in the affected disciplines will be sought.
9. The term experience, as used in Paragraphs 5 and 6 above, shall denote length of paid full-time equivalent employment by a school in a position of the same title and requiring the same certification and approval as the position into which the ranked Teacher is being considered for transfer.

C. Recall. The Board will use the following recall procedures:

1. Non-probationary Teachers will be recalled in order to greatest seniority to positions for which they are certificated and approved as the positions become available. A position shall not be considered available as the result of a Teacher going on leave.
2. The Employer will send a recall notice by certified mail to each recalled Teacher at his/her last known address, postmarked at least twenty (20) days before his/her reporting date.

3. If the Teacher does not report for work as scheduled, hi/she will be considered to have quit unless the Teacher has made other prior arrangements to report to work within five (5) working days of the scheduled date that are acceptable to the Employer.
  4. It is the responsibility of the laid off Teacher to notify the Employer of any changes in his/her mailing address, telephone number, and certification and/or approval status.
- D. Teachers on layoff do not earn pay or fringe benefits. However, health, hospital, and dental insurances shall continue until the end of the month after the month in which the layoff occurs.
  - E. Teachers employed to take the places of other Teachers granted Board approved leaves may be recalled or laid off without recourse to the above procedures.
  - F. The Employer is under no obligation to apply for additional approval or certification endorsements on behalf of any Teacher.
  - G. No laid off Teacher who acquires additional certification or approval after being laid off is entitled to bump another Teacher unless the laid off Teacher is non-probationary and the Teacher to be bumped is probationary and unless the laid off Teacher can meet the certification and approval requirements of the position held by the Teacher to be bumped. Such bumping may only be done at the beginning of a contract year, and only if the bumping Teacher has given written notice to the Employer at least sixty (60) calendar days prior to the beginning of that contract year.
  - H. The Board may lay off probationary Teachers in any order.
  - I. The sick leave bank of each recalled Teacher shall be reinstated upon recall.

## ARTICLE 12

### COMPENSATION AND FRINGE BENEFITS

- A. Salary Schedule. Appendix A sets forth annual salaries to be paid to Teachers as defined above, the basis and methods of payment and the basis for pro-rating salaries of part-time or extended contract Teachers.
- B. Health and Dental Care. Full-time Teachers shall be eligible for the following Board-paid insurance premiums upon acceptance of written applications by the insurance carriers which shall be effective when the insurance carriers' requirements are met:
1. Health Care. Single subscriber, two-person or full-family (as appropriate) Blue Cross-Blue Shield (MVF II and Master Medical) with riders OPC, CC, DCR, FAE-RC, RPS, A80 Vision, RM, and Blue Cross \$3.00 prescription co-pay.
  2. Dental Care. Single subscriber, two-person or full-family (as appropriate) SET Ultradent or equivalent with orthodontic rider, missing tooth waiver and extension of benefits rider. In accordance with carrier rules, if dental coverage is waived, coverage cannot be obtained at any time unless a qualifying event designated by the carrier occurs, i.e., loss of coverage through divorce, death.

A Teacher and a Teacher's family members who are eligible for the health care insurance provided by this Section shall not be entitled to receive such insurance coverage if they receive such insurance coverage through another employer, with the following exceptions: (1) the health care double coverage prohibition shall not apply if the other employer will not permit its employees to drop the health insurance coverage provided through the other employer for the Teacher or the Teacher's family members and so states in writing to the Board, and (2) a Teacher who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.

The Teacher will be eligible for Board-paid dental care insurance only if he/she does not receive such dental care insurance coverage through another employer.

Only if the Teacher is not covered under other health or dental care will said Teacher be eligible for Board-paid coverage. It is understood that double coverage is prohibited.



For the appropriate coverage, the Teacher shall verify in writing that he/ she is eligible for such coverage. Written verification shall be completed at the beginning of the 1985-86 school year. After that time any Teacher with double health or dental coverage shall reimburse the Board the cost of his/her entire health or dental coverage for the duration of such double coverage.

Changes in family status shall be reported by the Teacher in writing to the Accounting Department within thirty (30) days of such change. The Teacher shall be responsible for any overpayment of premiums by the Board in his/her behalf for failure to comply with this provision.

- C. Alternative Coverage. Any Teacher not electing or ineligible for health care insurance as provided for above due to coverage elsewhere may apply for an amount not to exceed \$100 per month. Any Teacher not electing or ineligible for dental care insurance as provided for above due to coverage elsewhere may apply for an amount not to exceed \$15 per month. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan, or, if such is not possible, (2) with- draw this provision.

Part-time Teachers will receive pro-ration of the benefits outlined above.

- D. Term Life Insurance. Upon the acceptance of a written application by the carrier, effective when the carrier's requirements are met, each full time Teacher shall be eligible for a Board-paid term life insurance policy equal to the amount of the Teacher's salary. Teachers with Board-paid term life insurance have a 30-day conversion right upon termination of employment. Any Teacher electing his/her right of conversion in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.
- E. Termination of Insurance Coverages. All Board-paid insurance benefits (Sections B) shall terminate on the first day of the month following termination of employment, but not less than thirty (30) calendar days following such termination date, providing the Teacher gives sixty (60) calendar days notice of termination.
- F. Professional Liability Insurance. The Board will pay the premium for coverage to protect each Teacher from losses he/she becomes legally obligated to pay arising from any acts or failures to act under the direction of and in the employment of the Board, as set forth in Appendix C.
- G. Workers' Compensation. All employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly to the Assistant Superintendent for Human Resources & Compliance.

- H. Reimbursement of Mileage and Expenses. Reimbursable expenses include all approved daily mileage as well as all prior-approved mileage and other expense for evening meetings, conferences and visitation days. Other expenses include conference registration fees, necessary transportation, lodging and meals.
1. Basis for Mileage Reimbursement. Teachers shall be reimbursed for mileage driven from the first work stop of the day to the last work stop of the day. Teachers shall be reimbursed for actual mileage driven to and from evening meetings, conferences or visitations.
  2. Mileage Rate. Mileage shall be reimbursed at the same rate as the Internal Revenue Service approved rate.
  3. Adjustment of Mileage Rate. The rate of mileage reimbursement shall be adjusted as the Internal Revenue Service approved rate is adjusted.
- I. Reimbursement for Course work. If the Agency requires that a Teacher take a course, and the Teacher will not receive credit towards a degree at the time the course is taken, and the course will not contribute to continuing certification or approval or advancement on the salary schedule, the Agency will pay full tuition for the course.

## ARTICLE 13

### INCOME PROTECTION

The Board will maintain a pool of sick leave days for Teachers. For each day that a Teacher is permitted to draw from the sick leave pool, he/she will receive 100% of his/her day's pay for the amount of time used, less any amounts the Teacher is eligible to receive from Social Security or Workers' Compensation benefits.

- A. Establishment. Each Teacher will contribute one (1) day of his/her sick leave bank to the sick leave pool each year until he/she has contributed six (6) days, after which no further contribution will be required except as provided below.
- B. Eligibility. A Teacher may draw days from the sick leave pool under the following conditions:
1. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
  2. He/she has been unable to work 25 consecutive contract days or 25 total days in the contract year due to the same physician diagnosed continuing serious medical condition.
  3. He/she has applied in writing to the Superintendent for permission to draw days from the sick leave pool prior to or concurrent with the illness or injury justifying the use of the pool.
- C. Use.
1. During the first ninety (90) calendar days from illness/injury, an eligible Teacher may draw a full day from the sick pool for each contract day of absence.
  2. After ninety (90) calendar days from illness/injury, an eligible Teacher may draw 1/4 day for each contract day of absence.
  3. Use of personal sick leave time is limited to the number of contract days in the ninety (90) calendar day period from first day of absence due to illness/injury or the number needed to complete the twenty-five (25) day waiting period.
  4. Any Teacher unable to secure coverage by the current LTD carrier, after making a timely and proper application, or who has been deemed ineligible by said carrier, will be eligible for an extended sick pool. The Teacher will be able to draw one (1) full sick day from the sick pool for up to one (1) year from the date of first utilization.

The draw will be in a ratio consistent with the Teacher's work schedule.

At any time during or prior to a Teacher's use of sick leave pool days, the Superintendent may require a doctor's statement that the Teacher may return to work. Failure to provide such a statement will justify immediate withdrawal of permission to continue to draw days from the sick leave pool. If either party does not agree with the Teacher's doctor, the Teacher may be required to obtain a second statement from a doctor mutually acceptable to LIPSA and the Board. The requesting party will pay for the second statement.

- D. Repayment. The Teacher need not repay the pool for any days he/she has drawn from it. Application to draw from the pool must be renewed bi-weekly.
- E. Restoration. If the pool falls below 175 days on September 15, 1993, and 200 days on September 15 of succeeding years, each Teacher will contribute one (1) additional day of sick leave. The Board will contribute one-half ( $\frac{1}{2}$ ) day for each day contributed by the Teacher. At the end of the fiscal year, all unused days will be kept in the pool.
- F. Termination. Maximum period of benefits is limited to one (1) calendar year from the first day of sick pool utilization.

## ARTICLE 14

### LEAVES OF ABSENCE

#### A. Authorized - With Pay.

1. Sick Leave. Each Teacher shall be granted 11 (eleven) sick leave days. A Teacher employed after the beginning of a school year or terminated before the end of his contract period shall be granted a sick leave bank adjusted according to the above rules.
  - a. All sick leave days previously accumulated by a Teacher while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of 130 days.
  - b. Criteria for utilization of sick leave days by a Teacher shall be:
    - (1) Personal illness, injury, quarantine or medical appointments;
    - (2) Serious illness in the immediate family, i.e., husband, wife, child, father or mother that requires the presence of the Teacher.
  - c. The Teacher shall notify the administrator of his/her impending absence stating the period of leave and where he/she can be contacted during the day. Each Teacher shall give such notification prior to his/her scheduled on-the-job starting time.
  - d. The Teacher may be required by the Superintendent to give a written, signed statement from the Teacher's physician or from the Teacher indicating the reason for such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
  - e. Accumulated sick leave time shall terminate upon termination of employment.
2. Personal Business. A Teacher may be granted three (3) days per year for personal business. Personal business days must have administrative approval. This leave shall be used only for the purpose of conducting business which requires the personal presence and attention of the Teacher and which cannot be conducted at alternative times which do not interfere with the duties of employment. The portion of personal business time not used by the Teacher by the end of the contract year shall be added to the individual sick leave bank.

3. Jury Duty. A Teacher who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the Court, not including travel allowances or reimbursement of expenses for each day on which he/she reports or performs jury duty on which he/she would otherwise have been scheduled to work.

A Teacher who is subpoenaed shall be released from regular duties without loss of salary to appear in court as a witness in any case connected with the Teacher's employment or in cases where the Agency is involved. Notwithstanding the above, paid released time shall not be granted for court appearances which are not connected with the Teacher's employment or in which the Agency is not involved, or where the Teacher is one of the defendants except in a Agency connected case in which the Teacher is acquitted.

4. Bereavement Leave. Each Teacher will be granted up to five (5) days of leave per year without loss of pay when a death occurs in his/her immediate family. Such leave may also be granted for other situations upon the approval of the immediate supervisor.

A Teacher shall notify the administration of his/her impending absence stating the period of leave and where he/she can be contacted.

5. Sabbatical Leave. Any Teacher who has been continuously employed by the Board for at least seven (7) years in any capacity requiring certification and/or approval by the Michigan Department of Education may, upon application, be granted a Sabbatical Leave for not more than one (1) school year for one of the following reasons:

(1) To pursue an advanced degree at an accredited college or university

(2) To conduct research under the direction of a competent researcher, or

(3) To carry out any program of activities approved by the Superintendent and the Board.

a. Not more than one (1) Teacher will be granted a Sabbatical Leave over any given time interval.

b. While on Sabbatical Leave, a Teacher will receive half pay at the salary rate in effect for him/her at the time he/she applied for the leave.

c. A Teacher may not be gainfully employed for more than half of the

time that he/she is on a Sabbatical Leave. However, he/she may concurrently hold scholarships, fellowships or other grants in aid having monetary value.

- d. Every Teacher who is granted a Sabbatical Leave must work for the Agency upon completion of his/her leave for a period of time equal to at least twice the duration of the leave. Any Teacher who does not fulfill this requirement must repay the Agency for all unfulfilled time at one-fourth (1/4) of the salary rate in effect for him/her at the time of his/her application.
- e. A Teacher on Sabbatical Leave may be required to furnish periodic evidence of satisfactory progress toward his/her approved objectives. Failure to pursue approved objectives, failure to make satisfactory progress or failure to supply timely evidence of such progress shall constitute grounds for terminating the leave.
- f. Application Procedure:
  - (1) A Teacher must apply for a Sabbatical Leave by filing a written proposal with the Superintendent at least six (6) months prior to the date on which the proposed leave would start. The proposal must include the following information:
    - (a) The reason for the request and a statement of the objective(s) to be achieved in observable terms.
    - (b) The inclusive interval over which the leave is being requested.
    - (c) The amount of money being requested.
    - (d) The name(s) of the institution(s) at which the objective(s) will be pursued, the name of the supervising researcher and/or the advising professor.
    - (e) A statement indicating that the applicant has been accepted by the college or university for the purpose(s) indicated above.
    - (f) The number and kinds of progress reports that will be made to the Board while the Teacher is on leave.
    - (g) A statement assuring that the Teacher agrees to return to work for the Agency for an interval at least twice as long as the interval of the Sabbatical Leave being requested.

(h) The Teacher's signature and date of the application

- (2) The applicant may be asked to substantiate further any information supplied in the application.
- (3) Final approval or disapproval of any and all applications for Sabbatical Leave rests with the Board. Timely notice of the disposition of each application will be given by the Board to each applicant.

g. Proposal Changes:

- (1) Substantive changes to Sabbatical Leave proposals must receive prior approval.
- (2) Failure to obtain prior approval to substantive changes to Sabbatical Leave proposals constitutes grounds for terminating the leave.

B. Authorized - Without Pay.

1. General Provisions. The Employer may grant Teachers who have met certain criteria for procedures, as outlined below, leaves of absence without pay.
  - a. Each request for an unpaid leave of absence will be considered on its individual merits.
  - b. The application shall be submitted in accordance with the provisions of this Article.
  - c. The particular circumstances surrounding each leave will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. If the leave is disapproved, a reason in writing will be given.
  - d. The decision of the Employer as to whether such leave shall be granted is final.
  - e. The Board shall re-employ each Teacher provided he/she remains qualified and certificated/approved, returning on schedule from an approved leave of absence of ninety (90) contract days or less.

Teachers who are granted leaves of absence exceeding ninety (90) contract days will be rehired upon notification of intent to return as so



as positions for which they are qualified and certificated/approved are available.

The right to re-employment is subject to the application of the reduction in personnel provisions of this Agreement.

2. Conditions. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue, fringe benefits shall not accrue, sick leave days shall not accrue (but unused sick leave days held at the start of the leave shall be reinstated upon return), time spent on an unpaid leave will not be added to the Teacher's seniority, requests for unpaid leaves shall be in writing to the Assistant Superintendent for Human Resources & Compliance and must have prior written approval before becoming effective.

Teachers granted unpaid leaves of 50 contract days or less may retain medical insurance coverage at Board expense.

Individuals granted a leave under the Family and Medical Leave Act will retain benefits, as required under the Act.

Teachers granted unpaid leaves of more than 50 contract days may retain medical insurance coverage at their own expense for a period not to exceed one (1) year.

- a. At the termination of a leave, if a Teacher does not return and/or no extension is granted, the Teacher's removal and termination of employment become automatic.
  - b. The Teacher must notify the Board in writing of his/her intention to return from such leave at least ninety (90) calendar days prior to the end of the last semester of such leave. Failure to comply with this notification shall constitute voluntary Teacher resignation from Board employment.
  - c. No Teacher on leave without pay shall receive pay for any holiday which occurs during his/her leave.
3. Short-Term Leaves. When approved by the Assistant Superintendent of Human Resources & Compliance, short-term leaves without pay may be granted:
    - a. Personal leave which could not be arranged at any other time or for which the agency feels no responsibility (maximum of five (5) contract days).

- b. Meetings, grievances and arbitrations on the local, state or national level.
- c. Duty with the military reserves or National Guard when such obligation cannot be fulfilled on non-working days.
- d. Teachers granted short-term leaves shall retain their benefits during such leaves and shall be re-employed at the end of such leaves.

## ARTICLE 15

### MEETINGS, CONFERENCES AND VISITATION DAYS

- A. Staff Meetings. The Superintendent or his designees may call meetings of Teachers at their discretion. Every attempt will be made to give timely notice of such meetings or of their cancellation or postponement.
- B. Teacher Requested Conferences/Visitation
1. Approval Procedure. Any Teacher who wishes to attend a conference or visit and observe a worthwhile program in a school district must receive prior written administrative approval to do so if one or both of the following conditions occur:
    - a. Attendance would take the Teacher away from his/her normal duties, or
    - b. Reimbursement for any related expenses is to be requested.

Any Teacher seeking such approval must submit a Request For Excused Absence and, when appropriate, a Conference Request in triplicate to his/her immediate supervisor at least twenty (20) days, if possible, prior to the conference/visitation. Approval to attend an out-of-state conference by any Teacher will not preclude approval to attend an out-of-state conference by any other Teacher. Each Teacher will be notified of the final disposition of his/her request ten (10) days, if possible, prior to the conference. The Teacher's immediate supervisor will put in writing reasons for refusal to attend a conference/visitation. A Teacher may request a Special Conference to resolve any dispute.

2. Charging of Time. A full time Teacher shall not normally be absent from his/her regular duties for more than four (4) days per year in 1999/2000, three (3) days per year in 2000/2001, and two (2) days per year in 2001/2002 for the purpose of attending conferences and visitations. Upon the request of the teacher, the teacher's supervisor may grant additional conference time to be drawn from the conference time pool. Forty days shall be made available in 1999/2000 and sixty days thereafter in the pool to be allocated as follows:

Forty Days:

- 6 - School Social Workers
- 6 - School Psychologists
- 13 - Teacher of Speech and Language Impaired
- 3 - Special Education Consultants including Work Study and Orientation and Mobility
- 7 - Classroom Teachers

- 3 - Occupational Therapists
- 2 - General Education Consultants/Coordinators

Sixty Days:

- 10 - School Social Workers
- 9 - School Psychologists
- 20 - Teachers of Speech and Language Impaired
- 4 - Special Education Consultants including Work Study and Orientation and Mobility
- 10 - Classroom Teachers
- 5 - Occupational Therapists
- 2 - General Education Consultants/Coordinators

Approval shall not be granted if the request does not align with Agency, department, or personal goals or if appropriate post-conference responsibilities have not been established.

- C. Participation in Activities Sponsored by Other Agencies. Teachers are often asked to participate in activities sponsored by other agencies.

Prior administrative approval to participate in such activities must be obtained if the Teacher has been requested to participate as a representative of the Agency or if one or both of the following conditions below occur:

1. Participation takes the Teacher away from his/her regularly scheduled duties.
2. The Teacher seeks reimbursement from the Board for expenses incurred by participating in such activity.

## ARTICLE 16

### YEARLY CALENDARS, DAILY SCHEDULES AND UNSCHEDULED CLOSINGS

#### A. Calendars.

1. All Teachers will work 185 days in 1999/2000, 187 days in 2000/2001, and 189 days in 2001/2002 including specified "all staff" LESA days except the School Nurse, who will work 12 months. The remainder of the work days for:
  - a. Itinerant staff who work directly with students shall work the same student attendance days as the local district to which they are assigned for the majority of their work schedule.
  - b. Itinerant staff who work directly with students and whose time is divided equally between two districts shall be determined jointly by the Teacher and immediate supervisor to equalize student contact in the districts.
  - c. Itinerant staff who do not work directly with students or who work in three or more local districts shall work the LESA calendar.
  - d. LESA classroom staff who work in LESA classrooms in local district buildings shall work the same student attendance days as the building in which they work.

When the number of unscheduled student attendance days in such building exceeds the number of student attendance days in the LESA classroom calendar, either party may request a special conference.
2. Appendix B, attached hereto, sets forth the LESA calendar including "all staff" days.

#### B. Daily Work Schedule.

1. Each Teacher will work on the job at least 7 hours per day.
2. Any extra assignment of unusual circumstances or duration that requires the Teacher to work beyond the minimum scheduled work day will be compensated, either in time or pay, in a manner mutually agreed upon by the Teacher and the Employer. It is recommended such agreement be reached, when possible, prior to time worked.
3. Each Teacher may have a minimum ½ hour duty free lunch period to be scheduled by the immediate supervisor. Each classroom Teacher may

have an average of thirty (30) minutes per day planning time to be scheduled by the immediate supervisor.

C. Unscheduled School Closings.

1. Suspension of Operations Before 7:00 A.M. Should inclement weather exist, every reasonable effort will be made to determine by 7:30 A.M. whether or not Agency operations will be suspended for the day. If such decision is made before 7:30 A.M., it will be transmitted to a radio station WHMI (93.5 FM).

An announcement that LESA is closed means that the office and programs are closed. An announcement that LESA is open but no buses means that the office is open but no programs are operating. LESA classroom programs may be closed while the office remains open.

Each Teacher will be a part of a fan-out system and will be advised which school closing message to follow. It is the Teacher's responsibility to make sure she/he is on the appropriate district, LESA classroom program or LESA office fan-out list.

Teachers who report to only one district or serve only LESA classroom programs follow the school closing of the district they serve. They also follow make-up days for that district. A teacher is not required to work more than 185 days in 1999/2000, 187 days in 2000/2001, and 189 days in 2001/2002, including make-up days.

Teachers who report to two districts (LESA classroom programs are considered a district for these purposes) follow the school closing of the district to which they are reporting that morning. After two days missed, they will make up days according to local district schedules that best serve the needs of their students. A Teacher is not required to work more than 185 days in 1999/2000, 187 days in 2000/2001, and 189 days in 2001/2002, including make-up days.

Teachers who report to three or more districts work as long as one local district is open. If all five are closed, they do not work. After two days missed, they will make up days according to local district schedules that best serve the needs of their students. A Teacher is not required to work more than 185 days in 1999/2000, 187 days in 2000/2001, and 189 days in 2001/2002, including make-up days.

2. If no such announcement is made, all Teachers are expected to report for work as scheduled. If a Teacher is unable to report for scheduled work at a school building because it has been closed, he/she is expected to report for work at the Administration Building.

3. If a Teacher is unable or unwilling to appear for work as defined in Paragraph 2, above, he/she will be charged for the time lost over the interval beginning at the time he/she would have been scheduled to begin work and ending at one of the following three times, which ever occurs first: (1) the time he/she would have finished his/her scheduled work; (2) the time the Agency closes on that day, or (3) the time at which the Michigan State Police or the Livingston County Sheriff's Department advises the Agency to close or advises the public in the Teacher's home area to drive only in an emergency. (This provision does not apply to the Teacher who is reasonably delayed in getting to work because of inclement weather.)
4. Suspension of Operations After 7:30 A.M. In the event that inclement weather should cause a decision to close the Agency after 7:30 A.M., the receptionist will try to notify all Teachers of the decision immediately. Teachers must see to it that any children in their care are returned to others responsible for them before leaving work.
- D. Loss of Pupil Instruction Days. The Agency has the right to reschedule days in order to meet minimum days of instruction required by law or to receive full state aid.
- E. Classroom Teacher Set-Up Days. Set-up days will be determined when the calendar is developed.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.
- B. The parties acknowledge that, during negotiations which resulted in this Agreement, each had and fully exercised the right and opportunity to make demands and proposals with respect to any subject or matter. Therefore, the Board and Association each agree that the other shall not be obligated to bargain on any subject for the duration of this Agreement.
- C. If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers should be found contrary to law by a court of competent jurisdiction, then such provision or application shall be null and void but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.
- E. If a change in law or any implementation of law leads to a conflict in the implementation of the contract as written, the parties shall renegotiate affected provisions.



ARTICLE 18

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1999, and shall continue in full force and effect until 11:59 P.M., June 30, 2002. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

LIVINGSTON EDUCATIONAL SERVICE  
AGENCY PROFESSIONAL STAFF  
ASSOCIATION

By \_\_\_\_\_  
Dave Fisher

By Ronnie W. Harrow  
Ronnie Harrow

By Dennis McHale  
Dennis McHale

By Norma Topp  
Norma Topp

BOARD OF EDUCATION  
LIVINGSTON EDUCATIONAL  
SERVICE AGENCY

By Gary Cook  
Gary Cook, President  
LESA Board of Education

By John Johnson  
John Johnson, Secretary  
LESA Board of Education

By Elizabeth Berman  
Elizabeth Berman

By Janet Q. Hale  
Janet Q. Hale

By John McCurdy  
John McCurdy

By Gail White  
Gail White

**APPENDIX A**

**1999/2000 10-MONTH TEACHER SALARY SCHEDULE**

<b>Step</b>	<b>Level 1 (BA/BS)</b>	<b>Level 2 (BS+15)</b>	<b>Level 3 (MA)</b>	<b>Level 4 (MA+15)</b>	<b>Level 5 (MA+30/MSW/ED.S)</b>
01	\$31,827	\$33,091	\$34,398	\$35,759	\$37,179
02	33,342	34,666	36,032	37,459	38,947
03	34,933	36,317	37,752	39,249	40,806
04	36,594	38,048	39,550	41,120	42,754
05	38,336	39,861	41,437	43,082	44,792
06	40,165	41,760	43,413	45,135	46,927
07	42,078	43,750	45,484	47,291	49,166
08	44,382	45,838	47,652	49,550	51,513
08+	46,341				
09		48,025	49,922	51,910	53,973
10		50,655	52,308	54,392	56,551
10+		52,890			
11			54,810	56,987	59,257
12			57,814	60,117	62,512
12+			60,367	62,780	65,276

**School Nurse Salary Scale  
Effective 1999/2000 School Year**

Step 01	\$ 30,178
Step 02	\$ 31,687
Step 03	\$ 33,271
Step 04	\$ 34,935
Step 05	\$ 36,682

Note: The School Nurse will receive 5 vacation days, 12 sick days and 3 personal business days per school year.

2000 - 2001: COLA + 1%, not to exceed total of 3%

2001 - 2002: COLA + 1%, not to exceed total of 3%

Cost of Living Allowance (COLA) is determined by the general price index used to determine Headlee as reported by the Michigan Department of Treasury

## NOTES TO APPENDIX A

1. Definition of Levels. Level 1 = BA/BS, Level 2 = BA+15, Level 3 = MA/MS, Level 4 = MA+15, and Level 5 = MA+30/MSW/Ed.S.
2. Change of Level Due to Educational Attainment. To qualify for placement on the BA+15 salary schedule, a Teacher must present evidence of having completed with a passing grade at least 15 semester hours (22-1/2 term hours) of graduate work after having earned a Bachelor's degree. To qualify for placement on the MA/MS salary schedule, a Teacher must present evidence of having been granted an MA or MS degree from a recognized university. To qualify for placement on the MA+15 salary schedule, a Teacher must present evidence of having completed with a passing grade at least 15 semester hours (22-1/2 term hours) of graduate work after having earned a Master's degree. To qualify for placement on the MA+30/MSW/Ed.S. salary schedule, a Teacher must present evidence of having been granted an MSW, a 60-semester hour Masters, or an Ed.S. degree from a recognized university or evidence of having completed with a passing grade at least 30 semester hours (45 term hours) of graduate work after having earned a Master's degree.

Salary increases due to educational attainment will be pro-rated and will date from the beginning of the first pay period following the date of attainment. The date of attainment shall be the date of the current term or semester ends or closes or the date on which the institution awarded the degree as shown on its official transcript. Verification must be submitted prior to payment and before the end of the contract year.

In no cases will salary increases due to educational attainment be back-dated beyond the current contract year.

3. Any Teacher who has an increment date while on the last regular step of any scale of the Teacher Salary Schedule shall be advanced a calculated partial step which shall be calculated by adding to that last regular step an amount equal to 0.85 of the difference between the last two regular steps of that scale.
4. Spread of Pay Checks Over 12 Months. A Teacher shall have his/her salary paid over 12 months.  
  
A Teacher choosing to have his/her salary paid over 12 months may request to receive the unpaid balance of his/her contract with the last pay of his/her contract year. Such a request must be made in writing to the Controller on or before June 1st.
5. Pro-Ration of Partial, Extended Contract Salaries. The above salary

schedule applies only to Teachers employed full time. The salary of a part-time Teacher will be pro-rated by the time fraction defining that portion of the time he/she is employed.

The Calendar defines the number of days (D) in the contract year. If a Teacher works **less** than a contract year, his salary will be pro-rated by the factor N/D where N is the number of days worked. If a Teacher is employed beyond the contract year, the same factor will be applied.

6. Initial Placement Credit. Newly-hired Teachers may be given salary schedule placement reflecting up to and including ten (10) of their years of actual and relevant experience.
7. Increment Dates. Each Teacher will have an **increment date** on which he/she will be advanced to the next step of the salary schedule.
8. Establishing Increment Dates. For Teachers hired with effective dates on or after February 1, 1978, their increment dates will be the anniversaries of their effective dates, subject to adjustment by Paragraph 9, below.
9. Adjustment of Increment Dates. If a Teacher has an unpaid leave of absence or one or more unexcused absences totaling more than ten (10) days during any one contract year, his/her increment date will be advanced by the number of days of the unpaid leaves or unexcused absences.
10. Teachers with:
  - A. 17 through 22 years of consecutive service within the Agency on September 30 of any school year will receive an additional \$350.00. If hired between October 1 and January 22, the Teacher will receive an additional \$150.00 for the first year they are eligible.
  - B. 23+ years of consecutive service within the Agency on September 30 of any school year will receive an additional \$650.00.
11. Individuals with a Ph.D./Ed.D. will receive an additional \$300.00.



**Calendar of Operations for 1999/2000**

Friday, July 2	No classes for students
Monday, July 5	Agency closed - no classes
Tuesday, July 6	Agency reopens - 12-month classes resume
Monday, August 30	No classes for students, Staff Inservice
Tuesday, August 31	Opening Day, Staff Inservice, No classes
Wednesday, September 1	No classes, Labor Day Recess
Friday, September 3	Agency Closed - No classes
Tuesday, September 7	Agency reopens - All classes resume
Wednesday, November 24	Agency Closed - no classes (Thanksgiving Recess)
Monday, November 29	Agency reopens, classes resume
Thursday, December 23	Agency Closed - no classes (Holiday Recess)
Monday, January 3	Agency reopens - classes resume
Monday, January 24	No classes for students, Staff Inservice
Monday, February 21	No classes - (Winter Recess)
Monday, February 28	Classes resume
Friday, April 21	Agency Closed - no classes (Spring Recess)
Tuesday, April 25	Agency reopens
Monday, May 1	Classes resume
Monday, May 29	Agency closed - no classes (Memorial Day)
Thursday, June 15	Half-day for students
Friday, June 16	Half-day for students - last day for 10-month Students, Teachers and Teacher Assistants
Monday, June 19	Summer hours for 12-month classes begin
Friday, June 23	No classes for students
Friday, June 30	Last day for 12-month Students, Teachers and Teacher Assistants

**NOTES:**

- Agency refers to the Administration Building
- 10-month classes refer to TMI, Pre-School, Renaissance Alternative School
- 12-month classes refer to SMI, SXI
- 10-month instructional staff refers to Teachers, all positions defined in LESA/LIPSA Agreement and 10-month Teacher Assistants & Renaissance Alternative School staff

**SNOW DAYS:** June 15: make-up days for 10-month programs begin  
 June 23 or April 25-28: make-up days for 12-month programs begin

**STUDENT DAYS:** 10-month: 181 days  
 12-month: 230 days

**TEACHER DAYS:** 185 days      **TEACHER ASSISTANT DAYS:** 10-month: 184  
 12-month: 233

1 floating day for Itinerants on nonscheduled day  
 Classroom Teacher will use 1 day between August 23 and September 1 for set-up

## APPENDIX C

The information below has been paraphrased from insurance company literature and insurance policies held by the Agency when this Agreement was negotiated. It does not constitute a guarantee of protection; it is intended to show in general terms the nature and extent of professional liability insurance protection afforded each Teacher by the Agency:

1. A comprehensive general liability policy which will pay on behalf of the Teacher all sums which the Teacher shall become legally obligated to pay as damaged because of bodily injury or property damage, up to a maximum of \$1,000,000/year.
2. A policy which will cover the Teacher for personal injury with a maximum limit of \$1,000,000/year. Personal injury includes: (A) false arrest, detention or imprisonment, (B) libel, slander, defamation or violation of right of privacy, (C) wrongful entry or eviction or other invasion or right of privacy.
3. A policy to protect the Teacher with respect to bodily injury or property damage arising from his/her acts or omissions in connection with employment in the Agency as a Teacher, with a maximum limit of \$1,000,000/year.

