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

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July 1, 2011 – June 30, 2012

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ARTICLE I: Recognition and Term

- A. The Board recognizes the Association as the sole and exclusive bargaining agent for all professional Special Education programs and services personnel, Certified Occupational Therapy Assistants, Physical Therapist Assistants, Teacher Assistants, and Health Care Assistants who assist those personnel, who are employed by the Board. A list of those positions that are included in and excluded from the bargaining unit are listed in Appendix I.
- B. Newly created job categories will be included within the bargaining unit upon agreement of the parties. If the parties cannot reach agreement on the inclusion or exclusion of a newly created position within thirty (30) days, either party may submit the dispute to the Michigan Employment Relations Commission (MERC).
- C. Any substitute employed in the same position for sixty (60) consecutive days on a full-time basis shall be thereafter granted a salary not less than the minimum salary on the current salary schedule. A substitute employed in the same position for 150 consecutive days on a full-time basis shall be thereafter accorded the full rights of this agreement.
- D. The Board agrees not to negotiate with, or recognize, any employees' organization other than the Association for the above specified job classifications for the duration of the Agreement.
- E. This contract shall commence on the 1st day of July, 2011 and terminate on the 30th day of June, 2012 at 11:59 p.m.

ARTICLE II: Association and Employee Rights

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

ARTICLE III: Board of Education Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the Lenawee Intermediate School District and the Lenawee Special Education programs, including the properties and facilities of the District, and the activities of its employees during the school day. The parties acknowledge that all employees are expected to comply with the Board of Education's Policy on Technology Code of Conduct. Incorporated in that Policy is a provision stating that no reasonable expectation of privacy exists for employee use of electronic communications systems, including, but not limited to, "e-mail" messages, attachments received, electronic files, and transmissions. A copy of the Technology Code of Conduct shall be provided to each member of the unit, once a year, and upon request.
 2. To hire all employees and subject to provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. The parties acknowledge that all employees are expected to comply with the Board of Education's approved policies and related administrative procedures. The Lenawee Intermediate School District Board of Education has an affirmative duty to inform the bargaining unit members of the policies under development and their actions adopting, amending, and otherwise affecting said existing and new policies. The Board shall cause for there to be reasonable access to all approved Board policies through its administrative/supervisory offices and with the Association President. The bargaining unit members have an affirmative duty to access, read, and understand the Board's policies. The Board shall provide reasonable access to technical assistance pertaining to the interpretation of said policies and administrative procedures upon request.

ARTICLE IV: Professional Dues or Fees and Payroll Deductions

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

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

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

or

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

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

- C. The Board agrees to deduct from the salaries of employees, dues, and contributions for the Lenawee Intermediate Education Association, the Lenawee County Education Association, the Michigan Education Association, and the National Education Association, or a non-member's representation benefit fee when voluntarily authorized in writing by each employee desirous of having such dues deducted.
- D. Pursuant to the above stated authorization, the Board shall deduct dues in twenty (20) equal installments from the bi-weekly pay periods, commencing the month of September and terminating in the month of June. In the event an employee is not continuously employed or begins employment after the start of the school year, the twenty (20) equal payments may be extended into July and August.
- E. The Board's representative shall notify the president and treasurer of the Association, within twelve (12) calendar days of hire, of new LIEA employees. The information shall include but not be limited to the new employee's name and work location.
- F. Dues authorization shall be filed with the Payroll Coordinator of the Lenawee Intermediate School District no later than the 15th day of September of each year of this contract, to become effective with the first scheduled dues deduction in the coming school year. Dues authorization filed after the 15th of September of each year shall not be honored for payroll deductions unless said employee was not employed prior to the above stated date.
- G. Dues authorization filed with the Payroll Coordinator of the Lenawee Intermediate School District shall continue in effect until revocation form, in writing, is signed by the employee and filed with said Payroll Coordinator and with the Association President or Treasurer. It is expressly understood that the Payroll Coordinator need honor only one (1) authorization form per year.
- H. The Association shall on or before the 15th day of September of each school year, give written notification to the Payroll Coordinator of the Lenawee Intermediate School District of the amount of its dues and those of the MEA and NEA, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues as per said written notification shall not be subject to change during the entire school year.
- I. Dues deductions, along with an alphabetical list of employees, shall be transmitted by the payroll office to the Lenawee Intermediate Education Association Treasurer, located at the following address.
- Milton C. Porter Education Center
2946 Sutton Road
Adrian, MI 49221
- J. All refunds claimed for dues shall be the sole responsibility of the Association. The Association agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any and all claims of excessive dues deductions.

- 102 K. Any dispute between the Association and the Board which may arise as to whether an
103 employee properly executed or properly revoked an authorization form pursuant to this
104 Article shall be reviewed with the employee by the representative of the Board. Until the
105 matter is disposed of, no further deductions shall be made. The Board assumes no
106 liability for authenticity, execution, or revocation of the authorization form.
107
- 108 L. In the event of any action against the Board brought in a court or administrative agency
109 because of its compliance with this Article, the Association agrees to defend such action
110 at its own expense and through counsel of its choice approved by the Board of
111 Education. The Board notifies the Association of such action as soon as practicable.
112
- 113 The Board shall give cooperation to the Association and its counsel in preparation for
114 any court or administrative agency action which results from compliance with this Article.
115
- 116 The Association agrees that in any action so defended, it will indemnify and hold
117 harmless the Board from any liability for damages and costs imposed by a judgment of
118 a court or administrative agency as a direct consequence of the Board's compliance with
119 the Article.
120
- 121 M. Upon appropriate written authorization from the employee, the Board shall deduct from
122 the salary of any employee and make appropriate remittance for other payroll
123 deductions as authorized by the Board or plans jointly approved by the Association and
124 the Board. Such deductions include:
125
- 126 1. Insurance
 - 127 2. Association Dues and Political Contributions
 - 128 3. Savings Bond
 - 129 4. LENCO Credit Union
 - 130 5. Annuities
 - 131 6. United Fund
 - 132 7. Representation Benefit Fee
 - 133 8. LIEA members will have access to the LISD Section 125 Cafeteria Plan which
134 includes provisions for medical reimbursement and dependent care reimbursement
135 per LISD policies and procedures. Open enrollment for the Section 125 Cafeteria
136 Plan will be made available upon ratification of the 2000-2001 school year
137 contract. LIEA members shall pay one-half the service fee, per plan, per month.
- 138 N. Payment of all compensation shall be made to all members according to the schedule of
139 compensation dates, by one electronic deposit each date to one recognized financial
140 institution of the member's choice. If the member requests any compensation to be
141 electronically deposited by more than one transaction to the same financial institution, or
142 to more than one financial institution, a nominal fee shall be established by the
143 Administration for the additional electronic transactions.
144

ARTICLE V : Professional Compensations

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

See examples below:

a.	1991-92	STEP 7	74 days worked
	1992-93	STEP 7	110 days worked
	1993-94	STEP 7	110 days worked
	*1994-95	STEP 8	Carryover days = 110 days from 1993-94
b.	1991-92	STEP 8	67 days worked
	1992-93	STEP 8	44 days worked
	1993-94	STEP 8	69 ½ days worked
	*1994-95	STEP 9	Carryover days = 0
c.	1992-93	STEP 8	110 days worked
	1993-94	STEP 8	147 days worked
	*1994-95	STEP 9	Carryover days = 110 days from 1992-93
d.	1991-92	STEP 2	110 days worked
	1992-93	STEP 2	120 days worked
	1993-94	STEP 2	83 days worked
	*1994-95	STEP 3	Carryover days = 83 days from 1993-94

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

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

58
59 D. The Board recognizes the importance of attendance at state, national and other
60 professional conferences and visitations appropriate to the discipline. Upon approval of
61 the Assistant Superintendent of Special Education, the Board will permit its employees
62 to attend such approved meetings without loss of salary. Each professional person will
63 be reimbursed at a maximum of \$375.00 per year. COTA/PTA members will be
64 reimbursed at a maximum of \$350.00 per year. Teacher Assistants will be reimbursed
65 at a maximum of \$225.00 per year. Health Care Assistants will be reimbursed at a
66 maximum of \$150.00 per year. All conference, training, and visitation requests must be
67 pre-approved to be eligible for reimbursement. Members filling part-time positions will
68 be eligible for prorated professional development monies.

ARTICLE VI: School Calendar

- A. Special Education staff other than those hired on a twelve-month basis shall work according to the school calendar, unless using a pre-approved flex calendar. The Administration and the Association will mutually agree to the school and work calendars for all positions no later than June 1st for the following school year as evidenced by the authorized signatures of both the Administration and the Association on the package of proposed calendars which support the unique learning needs of a range of students. In the absence of mutual agreement to the package of proposed calendars by June 1st, the Administration will establish the student and staff calendars for the following school year.
- B. The school calendar for special education professional staff shall provide for release time for parent conferences and report days when students shall not be in attendance, provided the students are in attendance the number of days and hours prescribed by statute. Assistants shall report for duty on such days to perform work previously planned with the teacher.
- C. 1. The following holidays shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. If an employee is unable to work during a scheduled workday or scheduled work hours due to his/her religion, the employee will be granted time off with pay to accommodate the employee and the employee shall make up the lost time. The employee and his/her supervisor shall mutually agree, at least ten (10) calendar days prior to the holiday, upon how and when the employee will make up the lost time. It is understood that the employee will work the full number of contracted days unless the employee requests an unpaid leave of absence.
- D. 1. The school calendar shall consist of one hundred eighty-three (183) scheduled days of student instruction, and five (5) teacher workdays. These days shall be consistent with the County Calendar when reasonably possible as determined by the administration. Teacher workdays may be used for professional development activities/in-services, teacher records, and/or other administration approved work-related activities. No more than two (2) of the five (5) teacher workdays may be used as a "Planned Individualized Workday". Members shall request a Planned Individual Workday in writing to their supervisor. The Planned Individualized Workday shall only be scheduled with prior written approval of the supervisor. If the Planned Individualized Workday is used outside of the regular school calendar then the staff member shall be given a flex day, to be taken at a time that is approved by their supervisor.
2. In the event school is closed due to conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical failure, health conditions as defined by the City, County, or State authorities, or other "Acts of God," staff will not be required to report after the first two Act of God days and shall receive their regular pay for those days. However, all canceled days after two (2) shall be rescheduled by the Administration and be made up at the end of the school year, unless the Board and Association agree upon different make-up dates. Staff shall report to work on the rescheduled make-up days with no additional compensation.

52
53 3. On an "Act of God" (AoG) day and after the first two AoG days, professional staff,
54 COTAs and PTAs shall have the option to report to work in another assigned building
55 whose students are in session, or complete their work in an assigned LISD office and/or
56 classroom, with the prior approval of their supervisor. This, in no way, can create a
57 situation in which staff are not scheduled to work during student days or during days in
58 which any of their buildings are open for student instruction. This shall be done without
59 additional pay. All (AoG) days after the first two (2) that are not approved by the
60 supervisor to allow the staff to work in an assigned LISD office and/or classroom, shall
61 be made up at the end of the school year.

- 62
63
64 E. The supervisors of Level III programs housed in local districts will arrange a meeting by
65 September 30th of each year with LIEA members to review calendar differences
66 between the LISD and the local district.
67

ARTICLE VII: Working Hours

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

Teachers and Teacher Assistants who are employed in programs that are state mandated for more than 180 students days, must jointly be with the students for not less than three (3) hours of instruction per day during the summer session.

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

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

E. 1. The Milton C. Porter Education Center Campus Programs and Laura Haviland Program: IEPT's and subsequent review meetings for all students in the Milton C. Porter Education Center classroom programs and Laura Haviland Program will be scheduled by the administration in consultation with those expected to attend. Notices and subsequent changes in schedules of meetings shall be provided to all participants as soon as possible. The parties understand that some meetings will have to be scheduled outside of regular school hours due to parental work schedules. The administrator and all requested participants will be in attendance. Annual mid-year parent-teacher conferences to review student IEP progress shall be scheduled in conjunction with a one-half (1/2) day of school for students. Conferences will be held in the afternoon and evening. All teacher assistants shall attend a one-half day of inservice training, or other pre-arranged activity, during the conferences as approved by the program supervisor. All staff participating either in the conferences, inservice, or other activities as arranged by the program supervisor shall be released the following afternoon or as agreed to by program staff and administration as compensation. Students shall attend classes one-half (1/2) day on both days.

2. Maurice Spear Campus teachers who attend parent/teacher conferences outside their approved schedule shall be granted one and one-half (1 1/2) days for compensatory time per school year. This compensatory time shall be scheduled in advance between the teacher and his/her supervisor. Compensatory time shall not be granted when the teacher would miss a regularly scheduled LISD inservice, which the teacher is expected to attend.

3. LIEA itinerant staff who attend IEPT meetings, IFSP activities, and/or parent/teacher conferences (including home visits) outside their routine approved schedule, either traditional or flexible, shall be granted one and one-half (1 1/2) days for compensatory time per school year. This compensatory time shall be scheduled in advance between the employee and his/her supervisor. One half (1/2) day of the compensatory time shall be used on a non-student day. This compensatory time shall not be granted when there is a regional meeting, departmental meeting, or LISD inservice scheduled, which the employee is expected to attend.

4. LIEA teachers at the Laura Haviland Program, Porter Center On-Campus Programs, Porter Center Off-Campus programs not housed in local school district buildings, and Preschool (PPI) Programs, who attend IEPT meetings and/or parent/teacher conferences outside their routine approved schedule, either

104 traditional or flexible, shall be granted one and one half (1 1/2) days for
105 compensatory time per school year: of which one half (1/2) day compensatory time
106 shall be scheduled per Article VII, E-1, in connection with the annual mid-year
107 parent/teacher conferences and its corresponding early release of staff at a later
108 date. The other day of compensatory time shall be scheduled in advance between
109 the employee and his/her supervisor. Further, compensatory time shall not be
110 granted when the teacher would miss a regularly scheduled all staff meeting, at
111 his/her assigned program, or when an LISD in-service is scheduled, which the
112 teacher is expected to attend.
113

- 114 5. LIEA classroom teachers (Level III for example POHI, HI, AI, PPI, and TMI) housed
115 in local school district buildings, who attend parent/teacher conferences outside
116 their routine approved schedule, either traditional or flexible, shall follow the local
117 district schedule for compensatory time. In addition, these classroom teachers,
118 who attend IEPT meetings and/or other student related meetings, held outside of
119 approved schedule, either traditional or flexible, shall be granted one (1) day of
120 compensatory time per school year. This compensatory time shall be scheduled in
121 advance between the employee and his/her supervisor. Further, compensatory
122 time shall not be granted when the teacher would miss a regularly scheduled LISD
123 in-service, which the teacher is expected to attend.
124

- 125 6. LIEA teacher assistants at the Porter Center (on campus), Porter Center (off-
126 campus) not housed in local district buildings, Preschool Programs, Maurice Spear
127 Campus and Laura Haviland Program, who attend LISD Professional Development
128 Teacher Assistant Academy training, and/or other supervisor-approved activities,
129 outside their routine approved schedule, either traditional or flexible, shall be
130 granted one and one half (1 1/2) days for compensatory time per school year: of
131 which one half (1/2) day compensatory time shall be scheduled per Article VII, E-1,
132 (E-2 for Maurice Spear Campus) in connection with the annual mid-year
133 parent/teacher conferences and its corresponding early release of staff at a later
134 date. The other day of compensatory time shall be scheduled in advance between
135 the employee and his/her supervisor. This compensatory time shall not be granted
136 when the teacher assistant would miss a regularly scheduled all staff meeting in
137 the program to which he/she is assigned, or a regularly scheduled LISD in-service,
138 which the teacher assistant is expected to attend.
139

- 140 7. Level III teacher assistants assigned to LISD classroom programs in local district
141 buildings, who attend LISD Professional Development Teacher Assistant Academy
142 training or other prearranged supervisor-approved activities, outside their routine
143 approved schedule, either traditional or flexible, shall be granted compensatory
144 time as scheduled in the local district calendar for parent/teacher conferences,
145 which shall be at least one and one half (1 1/2) days per school year.
146

- 147 8. LIEA professional staff housed at the LISD Vo-Tech Center, who attend
148 parent/teacher conferences outside their routine approved schedule, either
149 traditional or flexible, shall follow the LISD Vo-Tech schedule for compensatory
150 time. In addition, these professional staff, who attend IEPT meetings and/or other
151 student related meetings, held outside of approved schedule, either traditional or
152 flexible, shall be granted one (1) day of compensatory time per school year. This
153 compensatory time shall be scheduled in advance between the employee and
154 his/her supervisor. Further, compensatory time shall not be granted when the

employee would miss a regularly scheduled LISD in-service, which the employee is expected to attend.

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

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

H. Staff who are not on a pre-arranged flex schedule and are regularly working greater than 40 hours in a one week period should notify their supervisor and/or Director of Special Education to arrange an alternate work schedule. In no case shall the length of the working day be less than 6 hours and 50 minutes.

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

reduced would be the flexible staffing position(s) unless there is mutual agreement otherwise.

J. Flexible Calendar — Work Year

1. Staff may enter into a flexible calendar assignment/workday on a voluntary basis with prior administrative approval. Such a flexible calendar would spread the required number of work days as defined in **ARTICLE VI** over a time period as mutually agreed to between the LIEA staff member and the administration. (Staff may elect to take up to four (4) weeks of unscheduled time per year.) Any new position may be implemented with a flexible calendar and current staff shall be given preference. If existing staff is not selected for that position, then the district shall fill the position from outside. Any flexible calendar may include weekends and/or evenings. Staff is not required but may elect to work on weekends and/or evenings with prior administrative approval.
2. A staff member has the option of transferring out of a flexible calendar position by giving notice to the Director of Personnel no later than April 15. All requests shall be honored.
3. If there is a schedule conflict between the employee and the client, such conflict shall be mutually resolved.
4. The employee shall be entitled to LIEA representation during all conferences with the supervisor regarding flexible scheduling.
5. As a result of using a flexible calendar, members of the bargaining unit shall not be deprived of their rights under this contract. At the request of the Association, the plan will be jointly evaluated by the District and the LIEA.
6. In the event there is staff reduction or program reduction and the district needs to reduce staff in a flexible staffing position, then the first position(s) that would be reduced would be the flexible staffing position(s) unless there is mutual agreement otherwise.

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

1. Parameters:
 - A. Staff members may be approved for extended contracts in order to complete more than the typical number of comprehensive evaluations than might otherwise be completed during the course of a school year. Activities may include reports, data gathering, parent contacts, completion of questionnaires, and testing. With supervisory approval, extended contract hours may also be used for other purposes, including special projects, therapy and related activities, or for preparation of materials which are recommended as a result of an IEP.
 - B. It is expected that all LISD professional staff involved in extended contract work will continue to complete evaluations throughout the traditional school year.
 - C. If necessary and appropriate, LISD staff members will have the responsibility for contacting families, developing meeting sites and dates, and reporting this information to their supervisor.

- D. Whenever possible, elements of the evaluation process 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.
- E. Each participating staff member shall 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 administrative staff. The LISD reserves the right to choose not to offer any extended contracts. Any individual participating may request additional extended contract days beyond the initial number approved, and such requests will be considered on an individual basis. Approval for additional days will be given in writing.
- F. MET, IEPT, IFSP and ER meetings are excluded from extended contract hours.

2. Descriptors:

- A. Consideration of applicants for extended contracts: Participation will include a review of each applicant by the LISD administration. Considerations will include: the applicant's work performance in past years, adherence to LISD guidelines and procedures, timelines of work, and status of regular work assignment. After this review is completed, an applicant's seniority status will be considered. Seniority will not be the sole factor for determining participation in extended contracts.
- B. Granting of extended contracts: Extended contract hours may be applied for and approved at any time during the school year if a need exists. Part-time LIEA staff may apply. Non-LIEA staff may be considered per Article X. Per Article X, LIEA bargaining unit members will be provided first option to request participation in extended contract work.
- C. Scheduling: Elements of this work could occur throughout the traditional school year, on week-ends, during vacation periods, as well as during the summer months as mutually agreed to by members and supervisor.
- D. Testing sites: Work sites will be established in either local buildings or LISD buildings, and supervisors can be asked to assist with this process. Some elements of extended contract work may be completed in the child's home with prior approval of the supervisor. Locations for students in atypical educational settings should be determined on a case-by-case basis as mutually agreed to by member and supervisor.
- E. Reports: For work requiring a report, it is recognized that what constitutes an evaluation may differ from discipline to discipline. Each participating LISD staff member would be required to facilitate and complete a report which would include all elements requested by the referral or the evaluation review.
- F. Due dates for reports: In the case of evaluations done during the traditional school year, all evaluation elements identified as part of the extended contract would be due for 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.
- G. Payment: Extended contract days would be paid based on the individual LISD staff member's per diem rate. Payments can be incorporated into the regular bi-weekly payroll distributed equally throughout the year. Staff will have the option of being paid for the days or taking a pre-approved number of flex days in lieu of payment, or a combination of the two.
- H. Tracking: Each participating staff member will provide a monthly status report to his or her supervisor identifying the extended contract activity which has occurred during the previous month. This status report will be due by the first payday Friday of the month following the month of reported activity. This status report will also be the means by

308 which the staff person demonstrates that the appropriate number of hours has been
309 worked, and payment approved.

- 310 I. Mileage: Mileage will be paid to LIEA staff for all work-related travel from the first stop in
311 the morning through his or her last worksite at the end of the day. Mileage vouchers will
312 be due once a month and reimbursement checks will be distributed once a month.
313 Mileage incurred as part of this proposal shall be supported and processed per
314 established LISD procedures.
- 315 J. Transporting students: It is assumed that LIEA members will not be transporting
316 students. In unique situations, and with written parental permission, transporting of
317 students by LISD staff will be considered on a case-by-case basis. Supervisory staff will
318 be informed and must approve the transportation prior to its occurrence.
- 319 K. Failure to complete extended contract: It is expected that each participating staff
320 member will complete elements of evaluations in a timely manner. If, as the year
321 progresses, it becomes apparent that the participating staff member cannot perform
322 according to these standards, the supervisor will notify the Assistant Superintendent and
323 steps taken to discontinue the extended contract and adjust the staff member's pay
324 accordingly. Any request for leave of absence would be considered per LISD
325 administrative procedures and in keeping with the LIEA agreement with the LISD.
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Article VIII: Caseloads and Assignments

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

- 52 2. With supervisor approval, staff may request not to work beyond 188 days. This
53 release from duties may only occur after an acceptable replacement has been hired
54 for the remaining portion of the assignment. If the assignment is filled by an LIEA
55 member, the administration is not bound by seniority procedures stated elsewhere in
56 this master agreement. If the assignment is not filled by an LIEA member the
57 position may be posted.
- 58 3. Staff assigned in these programs/services may request a change in assignment
59 through the "end of year" assignment consultation process initiated through their
60 department, with their supervisor, and with the director.
- 61 4. Staff will be informed as to the length of their contract through the staff assignment
62 process. This annual notification will be 30 calendar days after the start of each
63 school year. Staff's individual contract will reflect the approved number of days.
- 64
- 65 G. All individual contracts beyond 188 days will conform with all working conditions of this
66 master agreement except as stated in Article VIII.

ARTICLE IX: Working Conditions

- A. The Board recognizes that quality facilities and equipment are essential to the operation of sound education programs and will endeavor to provide same in the better interest of children of Lenawee County.
- B. The maximum number of pupils in a special education classroom shall not exceed the limits established by the State of Michigan for reimbursement for that particular program. At the mutual consent of the 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 Director of Special Education will confer with the Superintendents at their early fall meeting regarding working space.
 2. The Director of Special Education will confer with the principals at their early fall meeting regarding working space.
 3. The Director of Special Education will, upon request, visit schools with itinerant employees in an effort to secure more adequate working space. The employee may have a representative of the 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.

- 52
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.
- C. A full-time employee may formally request consideration from the Assistant Superintendent to change his/her employment status to part-time prior to March 31st each year. The Assistant Superintendent will respond to such request by June 30th. (The request must be made by July 1, 2007 with an August 1, 2007 response for the 2007-2008 year only).
- D. A full-time employee whose job status was changed to part-time shall be considered to be a part-time employee for purposes of this paragraph. Part-time employees shall be entitled to apply for vacancies and the Board agrees to consider such applications in determining who should be awarded such vacancies. Part-time employees interested in full-time work should notify in writing their Special Education supervisor. Part-time employees will be granted an interview for full-time vacancies in which they have expressed an interest.

ARTICLE XI: Transfers

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

ARTICLE XII: Absence of Employees

- A.
1. Employees will be granted eleven (11) days per year, with no statement required, to be used as sick leave in the case of illness or injury to themselves, or illness and/or death of persons of immediate concern that require their personal attention or attendance at funerals. The first three (3) days for any death in the immediate family, defined as spouse, child, stepchild, parent, stepparent, sibling, stepsibling, grandparent, grandchild and parent-in-law shall not be charged against accumulated sick leave. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered by this sick leave policy.
 2. Any employee that can anticipate being absent for five (5) consecutive days or more shall provide written notification to their supervisor at least ten (10) days in advance of the beginning of the absence. Any employee that will be absent from work for five (5) consecutive days or more unexpectedly, shall notify their immediate supervisor during the absence. This notification shall contain the expected dates of the absences. The Board reserves the right of written verification from the employee's physician.
 3. Staff returning from such absences may be required to provide the Board with a physician's statement that they are medically able to return to their duties.
 4. Each employee will receive a written statement from the Board in October of each school year indicating their present accumulation of sick leave.
 5. Unused sick leave will be allowed to accumulate to one hundred and fifty (150) days.
 6. Upon retirement with 30 years or more of service with MPSERS or at the age of 55 or over, one half (1/2) the current substitute teacher's rate of pay per day will be paid for accumulated sick leave up to a maximum of \$5000 beginning with the 1998-99 school year.
- B. An employee who has exhausted his/her accumulated sick leave may borrow up to five (5) days additional sick leave from the next school year by applying for the days in writing to the Superintendent or his/her designee. However, the Board retains the right to deduct from the employee's last pay check the amount equal to the salary so paid in advance on the borrowed sick leave days in the event the employee does not, for any reason, return to work for the next ensuing school year.
- C. Two (2) days per year are available for each Employee to use for emergency or personal business. These days shall not be used to extend vacation breaks. This does not preclude the employee's supervisor granting personal business days where legitimate business must be conducted on the day just before or after a vacation period. These days must be approved by the Employee's supervisor. Unused emergency or personal days will be added to the employee's accumulated sick leave at the end of each year. Not more than one-quarter of the staff shall be released at one time. Whenever possible, a 72-hour notice will be given. Half days will be granted only upon prior approval by the supervisor or his/her designee.

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

61
62 E. In the event of adverse weather or other "Act of God" conditions, that closes the
63 building(s) in which members are scheduled for that day or portion of day, members will
64 report to their LISD office and/or classroom on the 1st and 2nd "Act of God" days unless
65 otherwise notified by the supervisor or Assistant Superintendent of Special Education or
66 his/her designee. Members making home visitations will use their own judgement and
67 report their change of schedule to the supervisor or Assistant Superintendent of Special
68 Education or his/her designee for approval. In regard to this paragraph, other members
69 may use their own judgement not to report but will be charged for the day, or portion of
70 the day, that the staff member did not report. one half (1/2) day of compensatory time,
71 one half (1/2) day sick time, one half (1/2) day of personal business time, or take one
72 half (1/2) day of unpaid time or make up one half (1/2) day at the end of the school year
73 per occurrence. Members are to communicate with their immediate supervisor and
74 obtain prior approval in advance of not reporting regarding their responsibilities for the
75 1st and 2nd "Act of God" days and how the lost time will be made up. With written
76 supervisor approval, lost time may be made up with either specific leave time
77 (compensatory, sick, personal business, unpaid) or as a make-up day at the conclusion
78 of the school or work year. The administration will provide an updated weather guideline
79 informational memo to members based on the ad hoc work of members and the
80 administration dated (4/7/99).

81
82 If an "Act of God" day occurs during a period when an employee is on sick leave of more
83 than ten (10) consecutive days, the employee will be charged a sick day for the "Act of
84 God" day. If the employee is on an unpaid leave of absence, the "Act of God" day will
85 not affect the leave. If the employee had a personal day on an "Act of God" day, the
86 day will not be charged as a personal day.

87
88 F. All employees are covered under the Michigan Workers' Compensation Law and are
89 entitled to receive benefits as provided by law. Employees shall continue to accumulate
90 seniority up to a maximum of one additional full year at the time they qualified for
91 workers' compensation. This seniority accumulation shall be governed by the seniority
92 definition in Article XX, D.
93

ARTICLE XIII: Leaves of Absence

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

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

Any employee may opt to use short term disability leave and retain their accumulated sick days, subject to provisions of the short term disability insurance plan. Short term disability benefits is an option of the employee, and the premium is paid by the employee.
 2. The ending date of such requested leaves shall coincide with the ending date of a school semester as much as possible.

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

F. Family Medical Leave Act:

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

ARTICLE XIV: Employee Standards

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

127
128 **ARTICLE XV: Teacher Dismissal and Resignation**
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- 130 A. It is understood that notwithstanding the provisions of this contract, teachers are entitled
131 to protection of the Michigan Teachers' Tenure Act, a copy of which is attached hereto.

ARTICLE XVI: Insurance Protection

- A. 1. The Board agrees to provide without cost to each full-time employee an insured income continuation plan for disability extending beyond the employee's accumulated sick leave. The plan shall guarantee continuation of 60 percent of the employee's income from salary and supplemental incomes averaged monthly, including benefits received from primary and family social security, workers' compensation, or any other employer sponsored plan, including disability benefits received under the Michigan Public School Employees' Retirement Fund Insurance.
2. Benefits begin after ninety (90) calendar days or upon expiration of the employee's sick leave, which ever is greater. Benefits will continue to the retirement age as set by law for illness or accident. The specifications of the Long Term Disability program shall be as follows: 60%; \$5,000 monthly maximum; 90 calendar days -- modified fill; maternity coverage; pre-existing condition waiver; freeze on offsets; alcoholism/drug same as any other illness; mental/nervous same as any other illness; cost of living benefit; 3-year own occupation.
- B. Effective July 1, 2011. The Board's contribution toward any health insurance Plan shall include no more than one premium increase per year, which will be honored on the carrier's anniversary date. In addition, the Board's contribution shall not exceed an average health insurance premium cost cap on any Plan per full-time (1.0 FTE) LIEA Member of \$1,323. The average health insurance premium cost cap will be used only to determine the full-time (1.0 FTE) LIEA Members contribution toward any health insurance Plan premium cost that exceeds the Board's contribution cap to the health insurance Plan. The July health insurance Plan invoice(s) will be used to calculate the average health insurance cost for each LIEA Member. Any increase in the health insurance Plan premium or change in the health insurance Plan after July 1, will automatically require the average health insurance premium cost per LIEA Member to be recalculated and will change the LIEA Member required health insurance premium contribution as of the date of the change. Any required LIEA Member health insurance Plan premium contribution will be calculated by subtracting the average LIEA Member cost cap from the average total health insurance Plan premium per LIEA Member as invoiced. All reporting and/or accounting applications of health Plan costs will reflect the actual LISD cost for each LIEA Member separately as invoiced from any provider of insurance Plan benefits. Any monthly premiums in excess of the aforementioned amounts shall be paid by the employee and shall be payroll deducted from the employee. Nothing within this paragraph shall be construed by either party that either party has waived its right to raise the issue of negotiating the health insurance carrier for subsequent contracts.

The Board agrees to transmit premiums which employees provide the Board via payroll deductions for the insurance options they wish to purchase.

PLAN A – MESSA Choices II Health Insurance Plan with Blue Cross/Blue Shield of Michigan as the Underwriter. This coverage includes a \$300/600 deductible, a \$10 provision for doctor's office visits, and Rx Saver prescription program. Remainder of this Plan benefits will remain as outlined in the current ARTICLE XVI: Insurance Protection

51 C. Employees who are first placed under contract after May 31 and who are not being
52 considered for employment for the following year shall be eligible for all fringe benefits
53 except Long Term Disability, but for only month of June.
54

ARTICLE XVII: Employee Evaluation

- A. The LISD and LIEA recognize the importance and value of a procedure for assisting and evaluating both newly employed and experienced personnel. One purpose of evaluation is to monitor the progress of certified staff seeking tenure status. Another purpose of evaluation is the development, maintenance, and retention of a highly qualified and competent professional staff. The goal of a comprehensive staff evaluation includes accountability for the services delivered and enhanced support for staff development and school improvement. The evaluation process will be based on systematic communication between the evaluator and evaluatee throughout the evaluation cycle to document performance. Furthermore, the evaluation system will be rigorous, transparent, and fair including the use of multiple rating categories that take into account data on student (achievement) growth as a significant factor as required by Section 1249 of the Revised school code. Student growth shall be measured by National, State, or Local assessments and other objective criteria. Other measurement criteria may include but not be limited to; observations, review of job descriptions and goals, use of surveys, document review, and portfolios. Job performance and job accomplishments will be a significant factor in determining compensation and additional compensation as required by Section 1250 of the Revised school code. Therefore, the following has been agreed upon in an effort to accomplish these goals.
- B. At the request of either the Association or Board by September 1 of each year, a committee will be established consisting of administrators and a staff person from each discipline to review evaluation procedures and make recommendations.
- C. The evaluation procedures to be used will be developed no later than October 1 each year by the Assistant Superintendent of Special Education and/or his/her designee(s) in consultation with the staff to be evaluated. In the event the LISD and LIEA do not meet the deadline of October 1, the previous year's procedures shall be used.
- D. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited unless previously agreed to by the person being evaluated.
- E. A copy of each written evaluation of said monitoring and observation shall be returned to the employee within a seven (7) day period.
- F. Should a question regarding an employee's performance arise, the employee's supervisor shall arrange a conference in a timely manner with said employee for the discussion and evaluation of his/her performance. This shall provide the opportunity for the employee to improve his/her performance. An individualized development plan or a formal plan of assistance will be used with an employee prior to termination of employment based on unsatisfactory performance.
- G. Each employee, upon request, shall have the right to review the contents of his/her personnel file maintained by the LISD. The review will be made in the presence of the administrator responsible for the safekeeping of the file. Privileged information such as confidential credentials and letters of reference from universities, individuals, or previous employers are specifically exempt from such review. The administrator shall remove

52 such credentials and confidential reports from the file prior to review by the employee. A
53 representative of the Association may be requested to attend such a review.
54

55 H. Bargaining unit members' evaluations of other bargaining unit members are primarily for
56 the purpose of assisting the evaluatee. A bargaining unit member, including a
57 professional staff member who assists in the evaluation of Teacher Assistants, Certified
58 Occupational Therapy Assistants, and Physical Therapist Assistants, who has a concern
59 about an evaluatee, as evidenced in his/her evaluation, shall inform the Administration
60 promptly of his/her concern regarding the evaluatee. The Administration will then address
61 these concerns directly with the evaluatee.
62

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

ARTICLE XVIII: Protection of Employees

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

ARTICLE XIX: Negotiation Procedures

- 1
- 2
- 3 A. At least ninety (90) days prior to the expiration of this Agreement, the parties may
- 4 likewise begin negotiations for a new agreement covering wages, hours, terms and
- 5 conditions of employment of personnel employed by the Board.
- 6
- 7 B. In any negotiations described in this Article, neither party shall have any control over the
- 8 selection of the negotiating or bargaining representatives of the other party and each
- 9 party may select its representatives from within or outside the school district. It is
- 10 recognized that no final agreement between the parties may be executed without
- 11 ratification by a majority of the Board of Education and the membership of the
- 12 Association, but the parties mutually pledge that representatives selected by each shall
- 13 be clothed with all necessary power and authority to make concessions in the court of
- 14 negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XX: Grievance Procedures

A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The content of the employee evaluation shall not be grievable unless the employee can prove there is an error in fact or administrator bias. Both parties agree that grievance proceedings shall be kept confidential as may be appropriate at any level of such procedure and to secure at the lowest level possible equitable solutions to problems of the parties.

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

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

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

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

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

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

- 52
- 53 F. **Level Three:** Within ten (10) days of the discussion as specified in Level Two, the
54 grievant and/or Association representative may file an appeal in writing with the
55 Superintendent. The position of support or non-support of the Association must be
56 written on the grievance form. Within ten (10) days of the receipt of the appeal by the
57 Superintendent, s/he shall have a meeting with the aggrieved party and/or the
58 Association representative and shall render a decision in writing. If the grievance is
59 denied, s/he shall state the reason(s) why the grievance was denied.
60
- 61 G. **Level Four:** If the decision of Level Three is not satisfactory, the aggrieved person
62 and/or the Association representative may file the alleged grievance with the Board in
63 writing within ten (10) days. At the next regular Board meeting, which is at least one
64 week after the appeal, the aggrieved person and/or Association representative and/or
65 other person requested by the claimant shall be given opportunity to be heard. The
66 Board shall render its decision in writing within 30 days.
67
- 68 H. **Level Five:** If the decision at Level Four is not satisfactory, the aggrieved person
69 and/or Association representative may then file the grievance within thirty (30) calendar
70 days with the State Labor Mediation Board according to law. Failure to appeal a
71 decision within the specified time limits shall be deemed an acceptance at that level.
72
- 73 I. **Level Six:** If no satisfactory solution is arrived at as a result of mediation, the
74 Association must, within thirty (30) days, give written notice to the Board as to its intent
75 to submit the grievance to arbitration before an impartial arbitrator selected by both
76 parties. If the parties cannot agree as to the arbitrator, s/he shall be selected by the
77 American Arbitration Association in accordance with its rule, which shall likewise govern
78 the arbitration hearing. The arbitration procedure is limited to the interpretation and
79 application of the provisions of this Agreement and the arbitrator shall have no power to
80 alter, add to or subtract from the terms of this Agreement. Both parties agree to be
81 bound by the award of the arbitrator and agree that judgment thereon may be entered in
82 any court of competent jurisdiction.
83
- 84 The fees and expenses of the arbitration shall be shared equally by the parties.
85
- 86 J. All documents, communications and records dealing with a grievance shall be filed
87 separately from the personnel files of the participants.
88
- 89 K. Forms for filing and processing grievances shall be designated cooperatively by the
90 Association and its representatives and the Board or its representatives and shall be
91 prepared and given appropriate distribution so as to facilitate the operation of the
92 grievance procedure (see Appendix II).
93
- 94 L. The employee retains the right to withdraw grievances at any level without prejudice or
95 record.
96
- 97 M. If the employee having filed a grievance terminates employment, said grievance shall be
98 withdrawn.
99
- 100 N. No reprisals of any kind shall be taken by or against any party of interest or any
101 participant in the grievance procedure by reason of such participation.
102

- 103 O. Access shall be made available to all parties, places, and records for all information
104 necessary to the determination and processing of the grievance.
105
- 106 P. Should a teacher institute any proceeding authorized under the Tenure Act, the subject
107 of which may be processed through the grievance procedure, all proceedings of the
108 same subject matter shall be barred from being processed or concluded under this
109 grievance procedure or any appeal therefrom.
110
- 111 Q. Notwithstanding the expiration of this Agreement, any claim or grievance arising
112 thereunder may be processed through the grievance procedure until resolution.
113

ARTICLE XXI: Orderly Reduction in Personnel

- A. In the event that the Board, in its sole discretion, shall determine that a reduction in staff is necessary, the following provisions shall apply.
- B. Special education programs will be eliminated by the Board only after consultation with the staff.
- C. The Board shall specify within services and/or programs designated to be curtailed, the number of positions to be eliminated.
- D. Seniority shall be determined as follows -- this procedure is for LIEA members:
1. LIEA members shall have seniority from the last date of hire.
 2. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulation of seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
 3. Only continuous service in the bargaining unit shall be used in determining seniority. Leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous service.
 4. Prior to July 1, 1981, the date of hire shall be defined as the employee's first working day of the regular school year. Starting with new employees hired after July 1, 1981, the date of hire shall be the date the Board of Education took action to hire the employee or the day the employee started work, whichever comes first.
 5. An employee shall receive credit for one (1) year of experience for the purpose of determining seniority if s/he works a minimum of one hundred twenty-five (125) paid days. This is to mean an employee taking an unpaid leave of absence shall not lose seniority credit for that unpaid leave if s/he works a minimum of 125 paid days. (Paid leaves of absence and/or sick days are part of the 125 days.) In terms of days, this means an employee will receive 187 days of seniority in the 2000-01 school year and 188 days of seniority in the 2001-02 and 2002-03 school year..

If a full-time employee does not work at least 125 days, s/he shall acquire seniority only for the number of days worked that year.

It is understood that a year is defined as a maximum of 187 days in the 2000-01 school year and 188 days in the 2001-02 and 2002-03 school year.
 6. If more than one employee has the same number of years of seniority, the one with the earliest date of hire shall have the greatest seniority.
 7. In the circumstances of more than one employee having the same seniority and the same date of hire, all employees so affected will participate in a drawing to determine placement on the seniority list. The Association and the affected bargaining unit members will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will

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

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

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

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

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

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

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

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

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

3. For professional staff, a more senior employee may bump a less senior employee at the time of layoff, as long as the more senior employee is certified and qualified for that position. If the more senior employee is not certified and qualified and is laid off, but becomes certified and qualified, the employee shall be eligible on the basis of seniority for any vacancy which might arise while on layoff for which the person is certified and qualified. The latest official proof of certification, which may be a letter from an accredited college or university reflecting a program acceptable by the Michigan Department of Education, on file in the Personnel Office at the time of layoff or recall, shall be used to determine certification. Notice of intent to expand certification shall be on file in the Personnel Office by April 1st.

4. To be qualified, a professional employee must meet any one of the following criteria:

a. Have significant work experience in the area in the last five (5) years; or

- 104
- 105 b. Have 6 semester hours in the area in the past five (5) years. With written
- 106 approval of the Superintendent or his designee, these hours may be for
- 107 audit if it is not possible to take them for credit. These semester hours
- 108 must be in the endorsement sequence for the particular certification. Any
- 109 courses not in the endorsement sequence must have written approval from
- 110 the Superintendent or his/her designee to meet this requirement. An
- 111 employee must notify the Superintendent or his/her designee in writing if
- 112 s/he is taking courses in the summer for this purpose by April 15 of the
- 113 current year.
- 114
- 115 c. Have taught two (2) years in the certificated area in the last 12 years and
- 116 have taken two semester hours as defined in b. above.
- 117
- 118 d. Be "Highly Qualified" as defined by the Michigan Department of Education,
- 119 if required, for the position.
- 120
- 121 F. No employee shall be discharged or laid off pursuant to a necessary reduction in
- 122 personnel for any school year or portion thereof unless s/he has been notified in writing
- 123 at least forty-five (45) calendar days prior to the start of the school year.
- 124
- 125 G. When a service is restored, or a vacancy exists, laid off employees shall be recalled in
- 126 reverse order of their layoff, provided they are certified and qualified for the position.
- 127 Recalled employees shall be notified by certified mail, return receipt requested, at their
- 128 last known address on file in the Personnel Office. Said employees shall respond within
- 129 ten (10) days of receipt or attempted delivery of said notice, indicating whether or not
- 130 the employee will be returning to work.
- 131
- 132 1. If the employee fails to respond to the recall, the employee shall be considered to
- 133 have voluntarily quit.
- 134
- 135 2. Upon return from layoff, sick leave accumulation and seniority shall be as of
- 136 employee's last day of employment prior to layoff.
- 137
- 138 3. The recall list shall be maintained by the Board for a period not to exceed two (2)
- 139 years. Thereafter, an employee shall have lost a right to recall.
- 140
- 141 H. All individual employment contracts executed between staff members and LISD are
- 142 subject to terms and conditions of this Article. All provisions of a staff member's
- 143 individual contract of employment shall terminate upon layoff and the staff member shall
- 144 not be entitled to salary payment.
- 145
- 146 I. In the event that this district shall be combined with one or more districts, the Board will
- 147 use its best effort to assure the continued employment of bargaining unit members in
- 148 the new district.

ARTICLE XXII: Master/Mentor Teachers

- A. Mentors have the opportunity to positively shape the future of the profession. Mentors can have a strong influence on beginning teachers, nurturing them to embrace the principles of LISD Vision as well as offering assistance, resources, and information in a collegial, non-threatening manner. A Mentor shall be defined as identified in the Michigan Department of Education Guidelines for New Teacher Induction and Mentoring. Participating as a Mentor shall be voluntary.
- B. The supervisor or his/her designee, will determine who will serve as a Mentor and will assign each new teacher a Mentor.
- Mentors will meet with the assigned new teacher at least two times each week when school is in session.
- C. A log, provided by the District, containing the time and topics of the meetings will be kept by the new teacher and initialed by the Mentor. The supervisor will review and initial the log at least once per month.
- D. The Mentor shall be available to provide professional support, instruction and guidance in a non-threatening, collegial manner. Because the purpose of the Mentor/Probationary teacher relationship is to provide the probationary teacher the necessary assistance toward the end of quality instruction, the Board and the Association agree that the relationship shall not include any supervisory or evaluative functions. If either the Mentor or Mentee believe the Mentor-Mentee relationship does not provide support, is not non-threatening, or is not collegial, either party shall have the option of opting out of the relationship, and a new Mentor will be assigned as described in paragraph B of the Article.
- E. If necessary and upon request, the Administration may make available reasonable release time so the Mentor may work with the Mentee in his/her assignment during the regular work day. The Administration may opt to have a substitute teacher cover his/her assignment. Where possible, the Mentor and Mentee shall have common preparation time.

Annual Mentor Teacher Pay

\$1000 for mentoring	First Year Probationary Teacher
\$800 for mentoring	Second Year Probationary Teacher
\$500 for mentoring	Third Year Probationary Teacher

ARTICLE XXIII: Decision - Making Process

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

16
17 **ARTICLE XXIV: Dialogue**
18

- 19 A. 1. At least two representatives of the Board and the Association may meet once every
20 other month during the school year on a day and a time and place found to be
21 mutually agreeable to both parties by September 15 of that school year to discuss
22 issues; share information and listen to concerns in an attempt to resolve problems
23 that may arise. These meetings are not intended to bypass the grievance
24 procedure.
25
26 2. Each party will submit to the other, prior to the meeting, an agenda covering what
27 they wish to discuss. If there is no agenda, such meetings may still be held.
28
29 3. Should such meetings result in a mutually acceptable amendment of the Agreement,
30 then the amendment shall be subject to ratification by the Board and the Association
31 membership.

ARTICLE XXV: Miscellaneous Provisions

- A. All individual employee contracts shall be made expressly subject to the terms of this Agreement.
- B. Retirement age for all Lenawee Intermediate School District employees shall be as provided by law. Employees reaching retirement age during the school year shall be allowed to finish that year. Continued employment beyond the age provided by law shall be at the discretion of the Board and be reviewed annually.
- C. Copies of this Agreement shall be duplicated by the Board and presented to all individuals now employed or hereafter employed by the Board.
- D. Part-time employees will continue employment only at the discretion of the Board, to be reviewed annually.
- E. At the time of issuance of individual contracts, each part-time employee shall be given written notice by the Board as to the portion of time s/he shall work that contractual year.
- F. Any staff absorbed by the LISD as a result of the NASDSE reorganization shall receive full salary credit for their previous teaching experience in school districts within the county.
- G. Areas of Persistent Staffing Vacancies
- From the LISD Vision: "Research and best practice in teaching/learning/assessment are eagerly reflected in the daily performance of each staff."
- The LISD is committed to encourage and supporting a cadre of LISD professional teaching and itinerant staff in Lenawee County.
- LISD administration will determine any persistent staffing vacancy(ies) (based on vacancies that are unfilled for at least 60 calendar days). The LISD assistant superintendent shall then inform the LISD superintendent of this (these) persistent staffing vacancy(ies) and that the following steps are recommended to the LISD Board of Education.
- The LISD agrees to provide the following support for up to five (5) individuals in each area of persistent staffing vacancy as approved by the LISD, who are accepted into an LISD approved university program that leads to a State of Michigan certification/ approval in the area(s) of the identified persistent staffing vacancy(ies).
- LISD and Association agree that LISD can provide members of the bargaining unit represented by the Association, who are selected by LISD, with tuition reimbursement for courses taken in order to obtain State of Michigan certification/approval in the area(s) of persistent staffing vacancy(ies). Reimbursement under this agreement shall also be applicable to newly hired staff who, within the last five (5) years, have received State of Michigan certification/approval in the area of identified persistent staffing vacancy.

In addition, Association approves the attached agreement to be entered into by LISD and each bargaining unit member selected by LISD.

- H. An emergency manager appointment under the Local Government and School District Fiscal Accountability Act, 2011 PA 4214, MCL 141.1501, et seq., shall be able to reject, modify or terminate this Agreement as provided in the Act. This clause is included in this agreement because it is understood to be legally required by state law and not necessarily because the Board and Association agree as to how it may be applied or enforced in the future.

TUITION AGREEMENT

Areas of Persistent Staffing Vacancies

This agreement is entered into on the date(s) set forth below by and between the Lenawee Intermediate School District (LISD) and _____ ("employee").

LISD and Employee agree as follows:

1. **TUITION REIMBURSEMENT:** LISD agrees to reimburse employee for seventy-five percent (75%) of the tuition cost incurred by employee, subsequent to the effective date of August 1, 2006, for successfully completed LISD approved college or university courses taken by employee as part of a program designed to lead to a State of Michigan certification/approval in the area of persistent staffing vacancy as determined by the LISD. LISD's obligation shall be limited to 30 credit hours and \$6000. Authorization for reimbursement shall be made only from an official transcript and official receipt of payment for the courses from the college/university. Reimbursement under this agreement is also applicable to newly hired staff who, within the last five (5) years, have received State of Michigan certification/approval in the area of persistent staffing vacancy. This shall be limited to \$4000.
2. **CONDITIONS FOR REIMBURSEMENT FOR CURRENT EMPLOYEE:** For those employee that have been approved for tuition reimbursement, all of the following conditions must be satisfied:
 - a.) Once accepted as being eligible for tuition reimbursement, file with the LISD the plan that will lead to a State of Michigan certification/approval in the area of persistent staffing vacancy.
 - b.) Upon request for tuition reimbursement, employee shall provide LISD with the college or university transcripts and official receipt of payment needed to establish that the graduate course(s) were paid for by the employee and were successfully completed. Payment shall be made to employee, on an annual basis, after the above conditions have been satisfactorily met.

- c.) All courses, course activities and assignments must be fulfilled and completed so that employee obtains a State of Michigan certification/ approval in the area of persistent staffing vacancy as determined by the District within four years of the initiation of this agreement.
- d.) Employee shall remain employed by LISD for at least four (4) full years after the date employee obtains State of Michigan certification/ approval in the area of persistent staffing vacancy as determined by LISD, maintain the certification/ approval for at least that four (4) year period and not decline employment in an assignment which requires that approval.

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

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

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

<u>YEARS OF EMPLOYMENT AFTER RECEIPT OF CERTIFICATION/ APPROVAL</u>	<u>PERCENTAGE OF LISD REIMBURSEMENT PAYMENT TO BE:</u>
--	---

More than 3 years and less than 4 years	25%
More than 2 years and less than 3 years	50%
More than 1 year and less than 2 years	75%
Less than 1 year	100%

- 150 5. **PAYROLL DEDUCTION:** Employee agrees that amounts owed by employee to
151 LISD pursuant to paragraphs 4 or 5 of this agreement may be deducted from
152 employee's wage payments.
153
- 154 6. **COST AND ATTORNEY FEES:** Employee agrees to reimburse LISD for any costs
155 and expenses, including attorney fees, LISD may incur in the event employee fails
156 to satisfy employee's obligations under paragraphs 4 or 5 of this agreement
157 thereby necessitating litigation by LISD to recover amounts owed by employee.
158

159
160 **Lenawee Intermediate School District**

Employee:

161
162 By: _____

By: _____

163
164 Its: _____

Dated: _____

165
166 Dated: _____

1 **DEFINITIONS**

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

8 IN WITNESS WHEREOF, the parties have executed this Agreement by their duly

9 authorized representatives the day and year first above written.

10

11 BOARD OF EDUCATION

12 LENAWEE INTERMEDIATE SCHOOL DISTRICT

13 LENAWEE COUNTY, MICHIGAN

14

15 Howard J. Kelle / 9-6-11

16 President Date

17

18

19

20 _____ / _____

21 Secretary Date

22

23

24 LENAWEE COUNTY EDUCATION ASSOCIATION

25 LENAWEE INTERMEDIATE EDUCATION ASSOCIATION

26

27 Rich A. Tribik / 8-3-2011

28 President Date

29

30

31 Dawn H. Skun / 8-3-2011

32 Vice President Date

33

34

35

36

37

38

39

LIEA

SCHEDULE A

SECTION I

- A. See attached sheets for Professional Salary Schedule 2010-11 and 2011-12.
- B. 1. See attached sheets for Paraprofessional Training Incentive Salary Schedule 2010-11 and 2011-12.
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.

SECTION II

- A. Effective with ratification of this Agreement, (August 25th, 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.

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LCEA - LIEA
2010-2011 PROFESSIONAL SALARY SCHEDULE

EXP	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	BA/BS +60	BA/BS +75	BA/BS +90
0	38,651	40,250	41,844	43,453	45,042	46,640	48,238
1	40,936	42,566	44,383	46,009	47,636	49,256	50,888
2	42,485	44,115	46,111	47,601	49,363	50,994	52,621
3	44,039	45,670	47,845	49,473	51,099	52,730	54,362
4	45,593	47,140	49,579	51,208	52,832	54,459	56,089
5	47,139	48,769	51,306	52,942	54,564	56,191	57,818
6	48,695	50,326	53,045	54,671	56,299	57,921	59,558
7	50,242	51,871	54,781	56,412	58,038	59,664	61,291
8	51,796	53,426	56,502	58,143	59,762	61,390	63,020
9	53,345	54,978	58,239	59,881	61,496	63,126	64,756
10	54,892	56,525	59,981	61,606	63,235	64,859	66,492
11	56,446	58,080	61,708	63,341	64,968	66,595	68,224
12	57,999	59,628	63,437	65,071	66,698	68,325	69,954
15	60,569	62,201	66,019	67,643	69,269	70,899	72,527
20	62,395	64,025	67,839	69,472	71,101	72,725	74,352

LENAAWEE INTERMEDIATE SCHOOL DISTRICT
LCEA - LIEA
2011-2012 PROFESSIONAL SALARY SCHEDULE

EXP	BA/BS	BA/BS +15	BA/BS +30	BA/BS +45	BA/BS +60	BA/BS +75	BA/BS +90
0	38,651	40,250	41,844	43,453	45,042	46,640	48,238
1	40,936	42,566	44,383	46,009	47,636	49,256	50,888
2	42,485	44,115	46,111	47,601	49,363	50,994	52,621
3	44,039	45,670	47,845	49,473	51,099	52,730	54,362
4	45,593	47,140	49,579	51,208	52,832	54,459	56,089
5	47,139	48,769	51,306	52,942	54,564	56,191	57,818
6	48,695	50,326	53,045	54,671	56,299	57,921	59,558
7	50,242	51,871	54,781	56,412	58,038	59,664	61,291
8	51,796	53,426	56,502	58,143	59,762	61,390	63,020
9	53,345	54,978	58,239	59,881	61,496	63,126	64,756
10	54,892	56,525	59,981	61,606	63,235	64,859	66,492
11	56,446	58,080	61,708	63,341	64,968	66,595	68,224
12	57,999	59,628	63,437	65,071	66,698	68,325	69,954
15	60,569	62,201	66,019	67,643	69,269	70,899	72,527
20	62,395	64,025	67,839	69,472	71,101	72,725	74,352

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LIEA TEACHER ASSISTANT
2010-2011 PARAPROFESSIONAL TRAINING INCENTIVE SALARY SCHEDULE

EXP	TA	TA +30	TA +45	ASSOC DEGREE
0	16,579	17,906	19,160	25,290
1	17,305	18,690	19,999	26,397
2	18,032	19,476	20,840	27,509
3	18,764	20,267	21,686	28,624
4	19,495	21,054	22,529	29,739
5	20,220	21,836	23,367	30,841
6	20,952	22,628	24,212	31,958
7	21,684	23,417	25,054	33,071
8	22,414	24,206	25,899	34,189
9	23,140	24,991	26,742	35,301
10	23,870	25,781	27,585	36,411
15	24,817	26,802	28,678	37,853
20	25,501	27,542	29,472	38,902

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LIEA TEACHER ASSISTANT
2011-2012 PARAPROFESSIONAL TRAINING INCENTIVE SALARY SCHEDULE

EXP	TA	TA +30	TA +45	ASSOC DEGREE
0	16,579	17,906	19,160	25,290
1	17,305	18,690	19,999	26,397
2	18,032	19,476	20,840	27,509
3	18,764	20,267	21,686	28,624
4	19,495	21,054	22,529	29,739
5	20,220	21,836	23,367	30,841
6	20,952	22,628	24,212	31,958
7	21,684	23,417	25,054	33,071
8	22,414	24,206	25,899	34,189
9	23,140	24,991	26,742	35,301
10	23,870	25,781	27,585	36,411
15	24,817	26,802	28,678	37,853
20	25,501	27,542	29,472	38,902

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LIEA TEACHER ASSISTANT
2010-2011 PARAPRO SALARY SCHEDULE REQUIRING ASSOC DEGREE

EXP	ASSOC DEGREE	ASSOC DEGREE + 30 HOURS
0	25,290	26,555
1	26,397	27,716
2	27,509	28,884
3	28,624	30,056
4	29,739	31,225
5	30,841	32,384
6	31,958	33,558
7	33,071	34,726
8	34,189	35,897
9	35,301	37,065
10	36,411	38,232
15	37,853	39,748
20	38,902	40,846

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LIEA TEACHER ASSISTANT
2011-2012 PARAPRO SALARY SCHEDULE REQUIRING ASSOC DEGREE

EXP	ASSOC DEGREE	ASSOC DEGREE + 30 HOURS
0	25,290	26,555
1	26,397	27,716
2	27,509	28,884
3	28,624	30,056
4	29,739	31,225
5	30,841	32,384
6	31,958	33,558
7	33,071	34,726
8	34,189	35,897
9	35,301	37,065
10	36,411	38,232
15	37,853	39,748
20	38,902	40,846

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LIEA HEALTH ASSISTANT
2010 - 2011 HEALTH CARE ASSISTANT SALARY SCHEDULE

	HCA	HCA with CNA Certification
Probationary Rate	\$10.30	\$10.80
After Probationary Rate (90 days worked)	\$11.20	\$11.70

LENAWEE INTERMEDIATE SCHOOL DISTRICT
LIEA HEALTH ASSISTANT
2011 - 2012 HEALTH CARE ASSISTANT SALARY SCHEDULE

	HCA	HCA with CNA Certification
Probationary Rate	\$10.30	\$10.80
After Probationary Rate (90 days worked)	\$11.20	\$11.70

LIEA Paraprofessional (TA, COTA, PTA) Training Incentive Salary Schedule would be effective with the 1997-98 school year.

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

Only relevant semester hours of academic college credit will be considered for movement on the LIEA Paraprofessional Training Incentive Salary Schedule and the LIEA Paraprofessional Salary Schedule Requiring an Associates Degree.

CEU's earned that are eligible may be converted to semester hours by an accredited institution, that has programs and/or services that relate to Special Education, at the employee's expense, toward movement on the LIEA Paraprofessional Salary Schedule.

Advancement to the next column of the LIEA Paraprofessional Salary Schedule will be only at the beginning of the school year. 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.

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

Only semester hours acquired after September 1, 1987, can be used to advance beyond the TA column.

The Associate Degree column is designated for only those individuals possessing an Associate Degree or a relevant Bachelor's degree.

Movement to the LIEA Professional Salary Schedule is limited to positions requiring a Bachelor's Degree.

Placement on the Paraprofessional Salary Schedule Requiring an Associates Degree is limited to those positions which **require** an Associates Degree for placement or certification in their position (ie. COTA, PTA).

LIEA Proposed County Calendar

July-11							January-12						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				
31													
August-11							February-12						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29			
September-11							March-12						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30		25	26	27	28	29	30	31
October-11							April-12						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30					
30	31												
November-11							May-12						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30				27	28	29	30	31		
December-11							June-12						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30	31	24	25	26	27	28	29	30

 First Trimester Ends - 56 days
 Second Trimester Ends - 59 days
 First Semester Ends
 Staff Days

 Vacation Days - No School
 Midwinter Break
 MLK Day/Staff Day
 Last Day for 188 Day Staff

CFB
 5-9-11

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.

REC'D

SEP - 2 1999

LISD/LIEA LETTER OF AGREEMENT

LENAWEE COUNTY EDUCATION
ASSOCIATION, MEA/NEA

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 F" 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.

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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:

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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.

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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

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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.

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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.

J. Donald Bush
LISD Board of Education Representative

10-3-99
Date

Janet Kallach
LIEA Representative

September 8, 1999
Date

c:\hcaagre2.doc (revised 8/23/99)

ADDENDUM TO LETTER OF AGREEMENT

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 (1st) 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 K. Kuleth 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?

jl 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

3/31/99

jh
9/8/99

given to LIEA

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.

7/21/98

jh 9/8/99

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66

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 _____

7/21/98

jh 9/8/99



LENOIRE INTERMEDIATE SCHOOL DISTRICT
FORMAL EVALUATION FORM
HEALTH CARE ASSISTANT

STAFF MEMBER _____ EVALUATOR _____

POSITION _____ DATE OF EVALUATION _____

The staff member evaluation/appraisal process is designed to improve staff member performance, to recognize the strengths and competence 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 held 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, productivity, and accomplishments.

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

	VERY GOOD	GOOD	AVERAGE	NEEDS IMPROVEMENT
1. Work Habits/Attitude:				
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
2. Personal Qualities:				
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

Comments

9/8/99

3. Quality of Work				
A. Organization				
B. Completes work on time				
C. 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				
G. Shows respect to students				
H. Encourages student's independence				

Comments

Strengths/Accomplishments:

Suggestions for Improvement:

Evaluator's 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

OBSERVATION - Probationary Period

Date _____

Time _____

POST-OBSERVATION

Date _____

Time _____

OBSERVATION - (One per school year after the probationary period)

Date _____

Time _____

POST-OBSERVATION

Date _____

Time _____

jh 9/8/99

LENAWEE INTERMEDIATE SCHOOL DISTRICT

GRIEVANCE REPORT FORM - LIEA

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

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>

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)			
Signature of Grievant			
Date			
Association Approval		Disapproval	
Signature of Association Rep.			
Date			

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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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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

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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

103

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Grievance# _____
School Dist. _____

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

A. Date Submitted to State Labor
Mediation Board

B. Disposition of Mediation Board

Signature of Mediator

Date

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114

Grievance #. _____
School Dist. _____

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

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116
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118

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.

Popular name: Teachers' Tenure Act

The People of the State of Michigan enact:

ARTICLE I

DEFINITIONS.

38.71 "Teacher" defined.

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, but such an individual is not considered a teacher for the purpose of continuing tenure under

article III until he or she becomes certificated.

(3) An individual employed as a teacher in a public school academy established under 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 is a teacher for the purpose of retaining continuing tenure as described

in that section.

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

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.71;□Am. 1967, Act 216, Imd. Eff. July 10, 1967;□Am. 1993, Act 59, Imd. Eff. June 11, 1993;□Am. 1993, Act 337, Imd. Eff. Dec. 31, 1993;□Am. 1996, Act 282, Imd. Eff. June 17, 1996.

Popular name: Teachers' Tenure Act

38.72 "Certificated" defined.

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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.72;□Am. 1967, Act 216, Imd. Eff. July 10, 1967;□Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

Administrative rules: R 390.661 of the Michigan Administrative Code.

38.73 "Controlling board" defined.

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;□Am. 1993, Act 337, Imd. Eff. Dec. 31, 1993;□Am. 1996, Act 282, Imd. Eff. June 17, 1996.

Popular name: Teachers' Tenure Act

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□□Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

38.74 "Demote" defined.

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. However, demote does not include discontinuance of salary pursuant to section 3 of article IV.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.74;□Am. 1993, Act 60, Eff. Oct. 1, 1993;□Am. 2005, Act 124, Eff. Jan. 1, 2006.

Popular name: Teachers' Tenure Act

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.

Popular name: Teachers' Tenure Act

ARTICLE II

PROBATIONARY PERIOD.

38.81 Teachers' probationary period; 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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.81;□Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Transfer of powers: See § 16.406.

Popular name: Teachers' Tenure Act

38.82 Probationary period; granting third year of probation.

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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.82;□Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

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.

Popular name: Teachers' Tenure Act

38.83a Teacher in probationary period; individualized development plan; performance evaluation; failure to comply with subsection (1) as evidence of satisfactory performance.

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

□□Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

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.

History: Add. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

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.

Popular name: Teachers' Tenure Act

ARTICLE III

CONTINUING TENURE.

38.91 Teacher on continuing tenure; program operated by consortium of districts; teacher employed in public school academy; adult education; contracts of employment in other than classroom; 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

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□□Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□Am. 1941, Act 119, Imd. Eff. May 23, 1941;□CL 1948, 35.91;□Am. 1963, Act 242, Eff. Sept. 6, 1963;□Am. 1993, Act 59, Imd. Eff. June 11, 1993;□Am. 1993, Act 337, Imd. Eff. Dec. 31, 1993;□Am. 1996, Act 282, Imd. Eff. June 17, 1996.

Popular name: Teachers' Tenure Act

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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.92;□Am. 1967, Act 216, Imd. Eff. July 10, 1967;□Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

38.93 Teacher on continuing tenure; individualized development plan; performance evaluation; failure to comply with subsection (1) as evidence of satisfactory performance.

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.

History: Add. 1993, Act 59, Imd. Eff. June 11, 1993.

Popular name: Teachers' Tenure Act

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. Except as otherwise provided in section 1a of this article, 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, 1980

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□□Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

PA 300, MCL 38.1301 to 38.1408, 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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□Am. 1941, Act 119, Imd. Eff. May 23, 1941;□CL 1948, 38.101;□Am. 1966, Act 15, Imd. Eff. Apr. 6, 1966;□Am. 1993, Act 60, Eff. Oct. 1, 1993;□Am. 2005, Act 136, Eff. Jan. 1, 2006.

Popular name: Teachers' Tenure Act

38.101a Teacher rights subject to MCL 380.1230d and 380.1535a.

Sec. 1a. The rights of a teacher on continuing tenure under this article are subject to sections 1230d(4) and

1535a(4) and (5) of the revised school code, 1976 PA 451, MCL 380.1230d and 380.1535a. For the purposes

of this article, a conviction of a violation of section 1230d of the revised school code, 1976 PA 451, MCL 380.1230d, or a violation of 1 of the crimes listed in section 1535a(1) of the revised school code, 1976 PA 451, MCL 380.1535a, is considered to be reasonably and adversely related to the ability of the person to serve

in an elementary or secondary school and is sufficient grounds to support the discharge or demotion of a teacher on continuing tenure.

History: Add. 2005, Act 124, Eff. Jan. 1, 2006.

Popular name: Teachers' Tenure Act

38.102 Charges against teacher; filing with controlling board; decision to proceed upon charges; written statement of charges and teacher's rights.

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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;□CL 1948, 38.102;□Am. 1967, Act 216, Imd. Eff. July 10, 1967;□Am. 1993,

Act 60, Eff. Oct. 1, 1993.

Popular name: Teachers' Tenure Act

38.103 Suspension of teacher pending certain conditions; 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 that is not a listed offense or of a misdemeanor

that is a listed offense, the controlling board may discontinue the teacher's salary effective upon the date of

the conviction. If the teacher is convicted of a felony that is a listed offense, the controlling board shall discontinue the teacher's salary effective upon the date of conviction. As used in this subsection, "listed offense" means that term as defined in section 2 of the sex offenders registration act, 1994 PA 295, MCL 28.722.

(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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937;—CL 1948, 38.103;—Am. 1993, Act 60, Eff. Oct. 1, 1993;—Am. 2005, Act 124, Eff. Jan. 1, 2006.

Popular name: Teachers' Tenure Act

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38.104 Decision to proceed upon charges; appeal with tenure commission; filing; notice; conduct of hearing; dismissal of appeal or denial of discharge or demotion; appeal to court of appeals.

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 a 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.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; CL 1948, 38.104; Am. 1993, Act 60, Eff. Oct. 1, 1993.

Popular name: Teachers' Tenure Act

38.104a Definitions; hearing where witness testifies as alleged victim of sexual, physical, or psychological abuse; 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.

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

(a) "Developmental disability" means that term as defined in section 100a of the mental health code, 1974 PA 258, MCL 330.1100a except that, for the purposes of implementing this section, developmental disability

includes only a condition that is attributable to a mental impairment or to a combination of mental and physical impairments, and does not include a condition attributable to a physical impairment unaccompanied by a mental impairment.

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

(i) A person under 16 years of age.

(ii) A person 16 years of age or older with a developmental disability.

(2) This section only applies to a hearing held under this article in which a witness testifies as an alleged victim of sexual, physical, or psychological abuse. As used in this subsection, "psychological abuse" means

an injury to the witness'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 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.

History: Add. 1987, Act 47, Eff. Jan. 1, 1988; Am. 1998, Act 326, Imd. Eff. Aug. 3, 1998.

Popular name: Teachers' Tenure Act

38.105 Necessary reduction in personnel; first vacancy.

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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 reemploying after the 3-year period specified in this section a

teacher described in this section who was previously employed in that school district.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; CL 1948, 38.105; Am. 1993, Act 59, Imd. Eff. June 11, 1993.

Constitutionality: Neither the teacher tenure act nor due process requires a full evidentiary hearing by a school board before the board may remove from a recall list the name of a laid-off teacher who has abandoned the right to recall. *Tomiak v. Hamtramck*

School District, 426 Mich. 678, 397 N.W.2d 770 (1986).

Popular name: Teachers' Tenure Act

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.

Popular name: Teachers' Tenure Act

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.

Popular name: Teachers' Tenure Act

ARTICLE VI

RIGHT TO APPEAL.

38.121 Appeal to state tenure commission; notice; hearing.

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

provided in article IV and in rules promulgated by the tenure commission.

History: 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; CL 1948, 38.121; Am. 1963, Act 242, Eff. Sept. 6, 1963; Am. 1993, Act 60, Eff. Oct. 1, 1993.

Popular name: Teachers' Tenure Act

Administrative rules: R 38.131 et seq. of the Michigan Administrative Code.

ARTICLE VII

STATE TENURE COMMISSION.

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

Sec. 1. There is hereby created a state tenure commission of 5 members: 2 of whom shall be classroom instructors, 1 a member of a board of education of a graded or city school district, 1 a person not a member of

a board of education or a teacher, and 1 a superintendent of schools. The superintendent of public instruction

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shall be ex officio secretary of the commission, and the attorney general shall assign to the commission an

assistant who shall be legal advisor to the commission.

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

Popular name: Teachers' Tenure Act

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

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

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

Popular name: Teachers' Tenure Act

38.133 Tenure commission; geographical qualifications of members.

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

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

Popular name: Teachers' Tenure Act

38.134 Tenure commission; qualifications of teacher member.

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

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

Popular name: Teachers' Tenure Act

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

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

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

Popular name: Teachers' Tenure Act

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

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

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

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

Popular name: Teachers' Tenure Act

38.137 Tenure commission; powers.

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

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

Popular name: Teachers' Tenure Act

38.138 Tenure commission; compensation and expenses.

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

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

Popular name: Teachers' Tenure Act

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

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

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

739 Compiled Laws.

740 **History:** 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; CL 1948, 38.139; Am. 1963, Act 242, Eff. Sept. 6, 1963; Am. 1977, Act
741 252, Imd. Eff. Dec. 6, 1977; Am. 1993, Act 60, Eff. Oct. 1, 1993.

742 **Popular name:** Teachers' Tenure Act

743 **38.140 Tenure commission; organizational meeting, election of officers, rules and**
744 **regulations.**

745 Sec. 10. Within 30 days after the effective date of this act, the tenure commission shall hold a meeting in
746 the city of Lansing for the purpose of organization and the election of a chairman and secretary, both of
747 whom

748 shall be members of the commission. The tenure commission shall draw up rules and regulations and
749 shall

750 have the power to amend same and to provide for the conduct of its affairs in such manner as shall be
751 consistent with the provisions of this act.

752 **History:** 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; CL 1948, 38.140.

753 **Popular name:** Teachers' Tenure Act

754 **Administrative rules:** R 38.131 et seq. of the Michigan Administrative Code.

755 **38.141 Repealed. 1965, Act 8, Imd. Eff. Apr. 8, 1965.**

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

757 **Popular name:** Teachers' Tenure Act

758 **ARTICLE VIII**

759 **DISTRICTS.**

760 **38.151 Application of act.**

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

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

763 **Popular name:** Teachers' Tenure Act

764 **38.152 Repealed. 1964, Act 2, Eff. Aug. 28, 1964.**

765 **Compiler's note:** The repealed section provided that school district board shall notify the superintendent of public instruction of
766 results of election.

767 **Popular name:** Teachers' Tenure Act

768 **ARTICLE IX**

769 **PENALTY.**

770 **38.161 Violation of act; penalty.**

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

774 of the general school law.

775 **History:** 1937, Ex. Sess., Act 4, Eff. Sept. 1, 1937; CL 1948, 38.161.

776 **Popular name:** Teachers' Tenure Act

777 **ARTICLE X**

778 **INCONSISTENT ACTS.**

779 **38.172 Teachers; waiver of rights in contracts prohibited.**

780 Sec. 2. No teacher may waive any rights and privileges under this act in any contract or agreement made
781 with a controlling board. In the event that any section or sections of a contract or agreement entered into
782 between a teacher and a controlling board make continuance of employment of such teacher contingent
783 upon

784 certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals,
785 provided by this act, such section or sections of a contract or agreement shall be invalid and of no effect in
786 relation to determination of continuance of employment of such teacher.

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

790 **Popular name:** Teachers' Tenure Act

791 **ARTICLE XII**

792 **38.191 Effective date.**

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

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

795 **Popular name:** Teachers' Tenure Act

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