

**AGREEMENT**

**BETWEEN**

***LIVINGSTON EDUCATIONAL SERVICE AGENCY  
BOARD OF EDUCATION***

**AND THE**

***LIVINGSTON INTERMEDIATE PROFESSIONAL  
STAFF ASSOCIATION***

**2011-2013**

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

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## **PREAMBLE**

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

## **ARTICLE 1 – Definitions**

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

## **ARTICLE 2 – Recognition**

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A. Recognition. The Board recognizes the Association as the exclusive bargaining agent for the bargaining unit consisting of all probationary and non-probationary Employees who are:

- Teacher of the Cognitively Impaired
- Program Consultant for Students with Autism Spectrum Disorders
- Teachers of Early Childhood Special Education
- Teachers of Severely Emotionally Impaired
- Program Consultant for Assistive Technology
- Speech and Language Pathologist
- Occupational Therapist
- Certified Occupational Therapy Assistant
- Physical Therapist
- Physical Therapy Assistant
- School Psychologist
- School Social Worker
- Work Study Coordinator
- Transition Coordinator
- Program Consultants for Students with Hearing Impairments
- Program Consultants for Students with Visual Impairments
- Curriculum Consultant
- Orientation and Mobility Specialist
- Registered Nurse, and
- Health Education Trainer

But, excluding all other employees.

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

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

## **ARTICLE 3 – Board Rights**

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- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of such action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the Agency's business, its equipment, its operations, and the work force and the affairs of the Agency.
  2. Direct the working forces, including the right to hire, promote, suspend, discharge and transfer employees and to determine the size of the work force.
  3. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, and the institution of new and/or improved methods of changes therein.
  4. Adopt rules and regulations not in conflict with this Agreement.
  5. Determine the qualifications of Employees.
  6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
  8. Determine the financial policies, including all accounting procedures.
  9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of Employees as specifically provided in this Agreement.
  10. Determine the policy affecting the selection, testing or training of Employees, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state,

county, district or local laws or regulations that pertain to education.

- C. The Board may ask for a physical and/or mental record when a question of fitness should arise, and, further, it shall have the right to request a clinical examination, either physical or mental or both, at its expense when in its estimation the health of the Employee is such as to render him/her unfit for services in the Agency.

## **ARTICLE 4 – Negotiations**

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- A. Negotiations for a successor contract shall commence (no less than 90 days prior to the expiration date of this contract) upon written notification by either party to the other.
- B. Negotiations shall be conducted by the Association Negotiating Committee and the Board Committee.
- C. Each Committee shall have the necessary power and authority to make proposals and counterproposal during the course of negotiations subject only to ultimate ratification of their respective units.

## **ARTICLE 5 – Association Rights**

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- A. Aid to Other Unions. The Board will not negotiate with any individual or any group representing or purporting to represent the above bargaining unit other than the Association for the duration of this Agreement.
- B. Association Use of Agency-Owned Facilities. Upon not less than 72 hours prior written notice from the Association President and/or Co-President to the Superintendent, the Association may hold Association meetings in mutually agreed upon Agency-owned facilities, provided that these meetings do not interfere with the regular duties of any Employee. In an emergency, the Superintendent may waive the condition of prior notice at the written request of the Association President and/or Co-President.
- C. Released Time. The Board will grant up to a total of ten (10) hours per pay period of released time to an Employee or Employees named by the Association President for the purpose of conducting Association business. No such released time will be granted until the names of the Employees have been furnished in writing to the Assistant Superintendent for Human Resources and Compliance. All released time must be approved by the Employee's immediate supervisor.

- D. Copies of Minutes. A copy of all public Board meeting minutes shall be sent to the Association President.
- E. Right to Belong. All personnel employed to fill positions identified in Article 2, Section A shall be considered to be members of the bargaining unit, and shall be subject to terms and conditions of this Agreement.
- F. The Board will invite two Employees to attend interviews and provide input into the selection of new Employees. Department chairs will be notified of impending interviews and be given the option of being one of the LIPSA members to sit in the interviews.
- G. The LIPSA secretary will be notified of all new hires within ten (10) days of Board approval. The notification will include name, address, phone number, and district assignments.
- H. At the beginning of each school year, the Assistant Superintendent for Human Resources and the Association President and/or Co-Presidents will develop a schedule of meetings between the Association President and/or Co-Presidents and the Superintendent, Assistant Superintendent of Human Resources and the Director of Special Education to discuss concerns that arise and to maintain a liaison between the Association and administration.

## **ARTICLE 6 – Association Dues, Deductions & Agency Shop**

- A. Membership Options. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.

All employees in the bargaining unit shall, on or before the thirtieth (30<sup>th</sup>) work day following: the beginning of the school year; the beginning of their employment; or, the execution of this Agreement, whichever is later, as a condition of employment or of continued employment, on forms provided by the Association either:

1. Become a member of the Association, or;
  2. Pay to the Association an amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this Agreement as legally permissible.
  3. The above shall not apply to Employees who, prior to the ratification of this contract were not and have not become since then members of the Association.
- B. Non-Compliance. In the event that an employee (except those defined in 3 above) does not comply with the requirements of Section A, 1 or 2 above, such Employee

shall be terminated at the end of the current semester or thirty (30) days, whichever is later, providing:

1. The employee to be terminated does not contest the discharge before the Michigan Tenure Commission or a court of competent jurisdiction. Should said employee contest the discharge, the employee shall not be terminated until such time as the employee has obtained a final decision relative to the discharge or until the employee has ceased to pursue the legal remedies available by making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.
  2. The Association has fulfilled its judiciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Board.
  3. The Association has fulfilled its responsibilities by sending certified mail, return receipt requested, written notice to the employee (copy to the Board) that said employee has not fulfilled obligations by the requisite date or reasonable period of time thereafter, and that a request for termination was being made to the Board.
  4. The Association has stated in the request for termination that such request is in conformance with the provisions of this Article; that the Employee has not complied with his/her obligations; that it is an official request of the Association; and that the a hold-harmless clause, set forth below, shall be put into effect.
- C. Hold Harmless. The Association agrees to indemnify and save the Board, each individual School Board member and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all costs or administrative agency costs that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.
- D. Authorization. Any Employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association.
- E. Transfer of Funds. With respect to all membership dues or service charges deducted by the Board pursuant to authorization of the Employee, the Board agrees to remit to the Association such sums. The Association agrees to advise the Board promptly of changes in its membership and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.
- F. Payroll Deductions. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate

remittance for annuities, credit union, banks, savings bonds, United Fund, prorated premium of Board approved fringe benefits for partial payment contributed by an Employee, IRS Section 125 Flexible Spending plan allowance, MIP deduction, TDP and Association service fees. The Board will deduct for available insurance options and other plans, which have been approved by the Board.

## **ARTICLE 7 – Employee Rights & Security**

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### A. Probation.

1. **Teacher Tenure Probationary Period.** In accordance with MCL 38.81 a teacher is in a probationary period during his or her first 4 full school years of employment. In accordance with MCL 38.92, if a teacher on continuing tenure is employed by the Board, the teacher is not subject to another probationary period for tenure purposes of more than 2 years beginning with the date of employment.
2. **Agency Probationary Period:** All Employees serve a 4-year probationary period (regardless of Michigan Teacher Tenure Track/Status) during which time the employee is evaluated annually and is assigned a mentor for the first two years with the option to continue at the discretion of the Board.

### B. Seniority. The term, Seniority, denotes length of continuous employment by the Agency in one or more positions in the bargaining unit. Seniority is therefore on an Agency-wide basis. Seniority shall begin with the first day employed (effective date) in any position in the bargaining unit but shall not vest until the employee earns tenure with the Agency or completes the Agency probationary period.

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

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

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

- C. **Loss of Seniority.** An Employee will lose his/her seniority when he/she quits, retires, is discharged, or has been laid off for more than two (2) years (subject to Michigan Teacher Tenure Law).
- D. **Personnel File Review.** Each Employee may, upon reasonable prior request, review

the contents of his/her personnel file as maintained by the Superintendent or his designee, except for his/her college placement credentials. If the Employee wishes, another Employee may be present during the review.

- E. Personnel File Additions. An Employee shall be notified in writing when material is to be placed in his/her file which might adversely affect his/her evaluation. The Employee may submit explanatory notes to be attached to each copy.
- F. Outside Employment. No restrictions shall be placed upon the freedom of an Employee to use his/her own time for gainful employment insofar as it does not interfere with his/her daily work schedule or with the satisfactory performance of his/her duties.

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

- C. Sub-Contracting. It is not the intent of the Board to sub-contract permanently the work performed by Employees in the regular course of their employment. However, the Board retains the right to sub-contract work when it determines that such sub-contracting is in the best interests of the Agency. The Board agrees that it will not sub-contract any work performed by Employees in the regular course of their employment if such sub-contracting would cause one or more Employees to be laid off. In the event that sub-contracting is required for duties/services normally performed by Employees, the Association will be notified prior to implementation. If such sub-contracting extends beyond one school year, the Board will consult with the Association.
- H. Employees will be included in a collaborative decision making process when appropriate.
- I. Employees have the right to grieve violations of this contract, request Special Conferences, or ask supervisors for clarification of supervisor's decisions without retribution or retaliation by the administrator. Concerns regarding retribution or retaliation should be handled in accordance with Board Policy 3362.

## **ARTICLE 8 – Employee Protection**

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- A. The Administration recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom, on the school property and during all school sponsored events. The Association pledges the support of all Employees in enforcing the published rules and regulations of the Agency as they apply to students.
- B. Employees shall promptly report to the Administration or its designated representative any incident of assault upon the Employee or malicious destruction of the Employee's or Agency's property directly related to the Employee's performance of his/her duty. The Employee may request the Superintendent or his/her designee to assist in contacting appropriate law enforcement authorities.
- C. The Administration shall assist an Employee who is called as witness or signs a complaint in any criminal proceedings relating to an act observed by the Employee while on duty, in dealing with the procedures involved in discharging their responsibility. When requested in writing, the Superintendent shall provide a representative of the Agency to accompany the Employee in these proceedings.
- D. Time lost by an Employee due to their required attendance at a legal proceeding in connection with any incident mentioned in this Article shall not be charged against the Employee provided that the Employee has not acted in violation of the terms of this agreement, state and federal laws, and adopted school Board policies in regard to discipline.
- E. Any written complaints directed toward an Employee shall be forwarded to the Employee.
- F. If an Employee is asked to work in a home or school environment and feels that environment is unsafe, they should bring their concerns to the attention of the supervisor or his/her designee. Procedures will be developed jointly.

## **ARTICLE 9 – Mentor Employees**

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- A. **TENURE PROBATIONARY PERIOD:** Probationary Teachers (as defined in Section 1526, Public Acts 335 of 1993) who are within the first three (3) years of employment shall be assigned a mentor Teacher.
- B. **AGENCY PROBATIONARY PERIOD:** Employees shall be assigned a mentor for the first two years of the Agency probationary period with the option to continue at the discretion of the Board.
- C. The mentor and mentee may be released to conduct mentoring activities as approved by the Executive Director of Special Education.
- D. If a conflict arises between the mentor and mentee, either party may notify the administrator who will assign a new mentor.
- E. To be eligible to be a mentor, non-probationary Employees shall complete a training program and attend the annual mentor meeting.
- F. The mentor will receive an annual stipend for each Employee being mentored. This stipend will be added to the final paycheck in June, provided the approved mentor activity log has been submitted to Human Resources by June 7. The stipend amount will be \$150 for the first two years of mentoring an Employee, and \$100 the third year.
- G. A list of mentors will be provided to the Association Co-Presidents at the beginning of each school year

## **ARTICLE 10 – Qualifications & Certifications**

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- A. Employment Qualifications. Each Employee must meet the requirements of applicable law and administrative rules for the current position he/she holds as well as Board requirements as summarized in “C” below. Failure to meet any such requirement will cause the Employee’s contract to become null and void immediately.
- B. Certification and/or Approval. Each Employee must obtain and maintain state certification and/or approval of the Special Education Division, Michigan Department of Education, for the position he/she holds. This means that each Employee must:
  - 1. Meet certification and/or approval requirements.
  - 2. Initiate the application for certification at his/her college or university.

C. Summary of Employment Qualifications and Certification and/or approval for all employment positions:

<b>POSITION (PER ARTICLE 2)</b>	<b>EMPLOYMENT QUALIFICATIONS</b>	<b>CERTIFICATION AND/OR APPROVAL</b>
Teacher of the Cognitively Impaired	<ul style="list-style-type: none"> <li>• Must meet certification requirements per R340.1781, R 340.1782, R 340.1786</li> </ul>	<ul style="list-style-type: none"> <li>• SA endorsement</li> <li>• Must meet Michigan Highly Qualified Standards for current teaching assignment</li> </ul>
Program Consultant for Students with Autistic Spectrum Disorder	<ul style="list-style-type: none"> <li>• Masters Degree</li> <li>• Minimum of three (3) years of documented experience supporting staff within the classroom setting to program for students with ASD, as well as families of students with ASD to access services and supports.</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> <li>• A professional certificate in the following area(s): SSW, SLP, TSLI, OT, Teacher with a special education endorsement or School Psychologist</li> </ul>
Teacher of Early Childhood Special Education	<ul style="list-style-type: none"> <li>• Must meet certification requirements per R340.1795</li> </ul>	<ul style="list-style-type: none"> <li>• ZA or ZS endorsement</li> <li>• SA endorsement</li> </ul>
Teacher of Emotionally Impaired	<ul style="list-style-type: none"> <li>• Must meet certification requirements per R340.1781, R340.1782, R340.1787</li> </ul>	<ul style="list-style-type: none"> <li>• SE endorsement</li> <li>• Must meet Michigan Highly Qualified Standards for Current Teaching Assignment</li> </ul>
Program Consultant for Assistive Technology	<ul style="list-style-type: none"> <li>• Masters Degree</li> <li>• Minimum of two (2) years of documented experience selecting and programming assistive technology devices to support students to access their LRE.</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> <li>• A professional certificate in the following area(s): SSW, SLP, TSLI, OT, School Psychologist, or Teacher with a Special Education endorsement</li> </ul>
Speech-Language Pathologist	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet and maintain licensure requirements established by the</li> </ul>

POSITION (PER ARTICLE 2)	EMPLOYMENT QUALIFICATIONS	CERTIFICATION AND/OR APPROVAL
	R340.1792 <ul style="list-style-type: none"> <li>• Masters Degree</li> <li>• Certificate of Clinical Competence</li> </ul>	Michigan Speech & Language Pathologist Licensure Board
Occupational Therapist	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> <li>• Masters Degree (M-OTR)</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements per SOAHR/DCIS Office of Health Service Board of Occupational Therapists General Rules</li> </ul>
Certified Occupational Therapy Assistant	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements per SOAHR/DCIS Office of Health Services Board of Occupational Therapists General Rules</li> </ul>
Physical Therapist	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> <li>• Bachelors Degree</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements per SOAHR/DCH Board of Physical Therapy General Rules</li> </ul>
Physical Therapy Assistant	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements per SOAHR/DCH Board of Physical Therapy General Rules</li> </ul>
School Psychologist	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792, R340.1799E, R340.1151 of Michigan Administrative Code</li> <li>• Masters Degree</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet requirements per SOAHR/DOE Superintendent of Public Instruction School Psychology Certificate</li> </ul>
School Social Worker	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R 340.1792, R340.1799F</li> <li>• Masters Degree</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements per SOAHR/DCH Director's Office Social Work General Rules</li> </ul>

<b>POSITION (PER ARTICLE 2)</b>	<b>EMPLOYMENT QUALIFICATIONS</b>	<b>CERTIFICATION AND/OR APPROVAL</b>
Work Study Coordinator	(MSW) <ul style="list-style-type: none"> <li>• Masters Degree</li> <li>• Minimum of two (2) years of documented experience at the secondary level to support employment experiences and job skill development for students.</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> <li>• A professional certificate in the following area(s): SSW, SLP, TSLI, OT, School Psychologist, or Teacher with a Special Education endorsement.</li> </ul>
Transition Coordinator	<ul style="list-style-type: none"> <li>• Masters Degree</li> <li>• Minimum of Two (2) years of documented experience at the secondary level developing transition plans to support students in achieving their post-school vision.</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792, R340.1799G</li> <li>• A professional certificate in the following area(s): SSW, SLP, TSLI, OT, School Psychologist, or Teacher with a Special Education endorsement.</li> </ul>
Program Consultant for Students with Hearing Impairments	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792</li> <li>• Masters Degree</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792, R340.1799C OR</li> <li>• Possess certification per SOAHR/DCH General Rules for Audiologist</li> </ul>
Program Consultant for Students with Visual Impairments	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792, R340.1799B</li> <li>• Masters Degree</li> </ul>	<ul style="list-style-type: none"> <li>• Must meet certification requirements for specific discipline per R340.1792, R340.1799B</li> </ul>
Curriculum Consultant	<ul style="list-style-type: none"> <li>• To be determined at</li> </ul>	<ul style="list-style-type: none"> <li>• To be determined at</li> </ul>

POSITION (PER ARTICLE 2)	EMPLOYMENT QUALIFICATIONS	CERTIFICATION AND/OR APPROVAL
Orientation and Mobility Specialist	time of posting. <ul style="list-style-type: none"> <li>Must meet certification requirements for specific discipline per R340.1792</li> </ul>	time of posting. <ul style="list-style-type: none"> <li>Certified as an Orientation &amp; Mobility Specialist by the Association for the Education &amp; Rehabilitation of the Visually Impaired</li> </ul>
Registered Nurse	<ul style="list-style-type: none"> <li>Must meet certification requirements for specific discipline per R340.1792</li> <li>Bachelors Degree</li> </ul>	<ul style="list-style-type: none"> <li>Must meet licensure requirements per SOAHR/DCIS Board of Nursing General Rules</li> </ul>
Health Education Trainer	<ul style="list-style-type: none"> <li>Must hold a valid teaching certificate</li> </ul>	<ul style="list-style-type: none"> <li>KH endorsement (Grades K-8 with 9<sup>TH</sup> grade endorsement or grades 7-12 with middle school endorsement)</li> </ul>

**Acronyms:** \*\*MARSE = Michigan Administrative Rules for Special Education \*\*SOAHR = State Office of Administrative Hearings and Rules \*\*DCH = Department of Community Health \*\*DCIS = Department of Consumer & Industry Services\*\*DOE = Department of Education

## **ARTICLE 11 – Employment, Assignment & Re-Assignment**

### **A. VACANCY**

Each vacancy in the bargaining unit shall be posted for five (5) days within the Agency. Notice will be sent concurrently to all Association Members via group email. Such notice will state the procedure and deadline for applying for the vacancy. Failure by the Board to post a position for the full five (5) days and/or provide timely notice will result in re-posting the vacancy. Initial applicants need not reapply, but must verify their application is still current within the job posting system. Exceptions should be reported to the Deputy Superintendent. Failure by the Employee to follow the procedure or failure to meet the deadline may disqualify an applicant from further consideration. If the most senior applicant is not selected, he/she will be granted a special conference upon his/her written request.

Should an opening in a position occur midyear, Employees may apply for a transfer to that position. If, however, an approved transfer would be considered too disruptive to the students served, the transfer will take place at the beginning of the following school year.

Selected applicants may be interviewed. Each applicant will be notified of the final disposition of his/her application.

### **B. ASSIGNMENT**

The Board may continue its right and past practice of assignment and direction of work of all Employees, determine the number of shifts and hours of work and starting times and scheduling as well as the right to establish, modify or arrange any work or business hours or days, subject to the provisions of this Agreement. The counsel and advice of affected employees shall be considered before modifying their assignments.

The Board shall consider (without restricting upon its rights as included in Article 3) criteria such as volunteers, the impact of split assignments, the seniority and work experience of staff, the impact and disruption to students and services to constituent districts, and input from LIPSA leadership. A special conference may be convened to consider assignments.

Employees may request a voluntary change in assignment (including part-time assignments) for the next school year by submitting the designated form by the last day of February.

Summer assignments shall be posted using the same process as regular vacancies. Teaching and ancillary assignments shall be posted by the end of April and extended school year assignments shall be posted by Mid-May.

Applicants must be able to work the session as posted. There is no vacation during the summer assignments, but sick time from the regular school year may be available for use with supervisor approval.

Teachers assigned to the same classroom during the summer are permitted to share summer assignments if one teacher experiences an emergency and will be absent. The two teachers shall develop a coverage plan and submit that plan to their supervisor.

Assignments shall be filled based on seniority, work record and experience working in the assignment as posted. LIPSA leadership may also provide input into summer assignments.

In the event that the assignments are not filled with LIPSA staff, temporary and contract staff will be utilized.

### **C. PART-TIME ASSIGNMENT**

The Employer may grant part-time assignments to Employees who have met certain criteria for procedures as outlined below:

1. Each request for a part-time assignment will be considered on its individual merits.
2. The application shall be submitted in accordance with the provisions of this Article.
3. The particular circumstances surrounding each part-time assignment will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. This will include a review of the number of part-time Employees by the district.
4. The decision of the Employer as to whether such part-time assignment shall be granted is final and not subject to the grievance procedure.
5. The Employee may return to a full-time assignment only when there is a vacancy. Application of a part-time Employee to return to a full-time position shall be considered on a priority basis over external applications when an opening is available. The Employer's decision shall be final but shall be the subject of Special Conference at the written request of the Employee.
6. The Board shall not increase part-time assignments without the consent of the Employee.
7. Unless otherwise indicated, the following conditions shall apply to part-time assignments:

**SENIORITY:** An Employee's seniority and increment shall accrue as with a full

time assignment in accordance with Article 7B.

**LEAVE DAYS AUTHORIZED WITH PAY:**

- **SICK LEAVE:** Pro-rated allowance per Article 20(A)(1)
- **PERSONAL BUSINESS:** With prior administrative approval, a part-time Employee may exchange days worked with days not worked in order to accommodate Personal Business
- **JURY DUTY:** Per Article 20(A)(3)
- **BEREAVEMENT LEAVE:** Pro-rated allowance per Article 20(A)(4)
- **SABBATICAL LEAVE:** Per Article 20(A)(5)
- **WORK RELATED INJURY/LICE:** Per Article 20(A)(6)

**CONFERENCE DAYS:** Part-time Employees may be granted conference days consistent with Article 21(B).

**FRINGE BENEFITS:** Part-time Employees working at least 20 hours per week shall be eligible for pro-rated, Board-paid insurance benefits for dental and health care upon acceptance of written applications by the benefits provider which shall be effective when the requirements are met. No other benefits shall accrue or apply.

A part-time Employee who accepts a temporary increase in assignment for the remainder of the school year is not eligible for additional Employer contribution towards benefits or increased benefits status during the duration of the temporary assignment.

8. Caseload shall be commensurate with the Employee's reduced work schedule.

## **ARTICLE 12 – Working Conditions**

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- A. **Caseload.** Should an Employee's caseload (1) exceed the maximum specified by law, (2) be excessive when considering the ratio of providers to district's total student population, (3) be excessive due to the severity and multiplicity of handicaps, or (4) be unmanageable making the Employee unable to adequately fulfill his/her responsibilities, the Employee shall advise his/her Director in writing of the problem. The Director shall seek to resolve the situation, e.g. by shifting staff or students to balance the loads where practical; or, bringing in a substitute to alleviate the overload. Should no resolution be found, the Director shall inform the Executive Director of Special Education. If no solution is achieved, the Association may seek a Special Conference.

- B. Workspace – At the beginning of the school year, the Directors will communicate with building principals the need for appropriate workspace for Employees assigned to the building. Space should be appropriate for the kind of service being delivered, be conducive for individual and small group work and have lighting conditions, heat and ventilation, which are the same as classrooms within the building. Directors will be responsible for making certain all team members are coordinating space within a building with each other. Whenever possible, each Employee will be provided with their own office space in a building. No Employee will be required to conduct evaluations or provide services with students in settings that will compromise the results of tests or breach confidentiality.

When an Employee assigned to work in local districts believes his/her assigned workspace is not conducive to pupil learning, he/she shall advise his/her immediate Director in writing about the problem. The Director shall visit and view such facility within ten (10) days of being informed of the problem. The supervisor shall seek to resolve the situation with local district administrators.

If this does not correct the problem, the Director will turn the problem over to the Executive Director of Special Education. If this does not resolve the problem, the Association may seek a Special Conference through the Deputy Superintendent. The problem will be identified in advance so that the necessary Employees will be in attendance. The Deputy Superintendent will notify the Association within ten (10) days of the Special Conference as to what action has or will be taken.

In the event the problem remains unresolved, the LESA Superintendent shall be contacted for resolution of the problem.

Final resolution of adequate space is not grievable.

- C. Materials – The Administration agrees to keep its schools and programs equipped and maintained. The staff and building administrator will meet periodically for the purpose of discussing the selection, use and acquisition of educational tools. The Administration agrees to provide testing equipment and protocols, play equipment, materials and other job related equipment as needed, budgeted, and administratively approved. The Administration will provide each Employee with access to a computer and to the Internet.

## ARTICLE 13 – Evaluation

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- A. Evaluation. Each Employee (hired as of July 1, 1994) shall receive an evaluation annually in accordance with MCL380.1249. “The Framework” shall be used for each of the first four years of employment and at least every three years thereafter. “The Alignment Form” shall be used for all other years.

Performance Based Provision: Any Employee placed on Track III of “The Framework” shall not qualify for either a salary increment step or longevity payment in the following year.

- B. Professional development goals will be mutually agreed upon by Employee and their supervisor.
- C. Whenever unsatisfactory performance is identified by an Employee’s immediate supervisor, the unsatisfactory performance shall be explained to the Employee in specific terms. Jointly the Employee and the supervisor will develop a plan of action to achieve satisfactory performance. Suggestions as to how improvement may be achieved and what assistance may be provided will be outlined. Accompanying the suggestions will be a written description of the level of performance which will be accepted. The Employee may request assistance from another mutually acceptable Employee.
- D. The Executive Director for Special Education will meet with each Employee having a less than satisfactory evaluation. The Evaluation Review Committee will be convened within 10 days of a recommendation to place an Employee on Track III. The final determination of the Committee shall be made within 30 calendar days and shall not be subject to the grievance process.

The composition of the Review Committee is one person in the area of practice (who is not assigned to the same district), a member of LIPSA Leadership, the Executive Director of Special Education, and one additional administrator to be appointed by the Board (who is not assigned to the same district). The Employee and the recommending administrator may be interviewed by the Review Committee.

- E. When an administrator’s goals are directly related to the job performance of Employees, the affected Employee shall be informed of those goals and may provide suggestions as to how those goals can be accomplished.
- F. When Performance Appraisals are required from local district administrators, they will only be conducted by the building principal, assistant principal, or other administrator familiar with the teaching situation and the LESA Employee. Comments based on hearsay will not be considered.

- G. The evaluator shall endeavor not to interfere with the normal teaching, learning or testing process.
- H. As needed, the evaluation instrument and process may be modified by a committee comprised of LIPSA Members and Administrators.

## **ARTICLE 14 - Discipline**

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- A. Professional Conduct. Breaches of professional conduct and failure to perform at the established professional level are subject to disciplinary procedures. Examples of such breaches are: abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance or proven incompetence, violation of Board policies, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending Employee.
- B. Progressive Discipline.
  - 1. The Board will follow a policy of progressive discipline, subject to “2” below, which includes verbal warning, written reprimand, suspension, with discharge as a last resort.
  - 2. The point of initiation of any disciplinary action may be determined by the severity of the Employee’s behavior.
  - 3. Warnings and reprimands shall be discussed privately between the Employee and the administrator, except when either party requests the presence of an Association and/or administration representative.
  - 4. No non-probationary Employee shall be disciplined or discharged without reasonable and just cause. The discipline or discharge of a probationary Employee shall not be arbitrable.
- C. Notice. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed in writing, in the Employee’s personnel file, and a copy thereof given to the Employee. The Employee may submit a written statement explaining his or her position, regarding the finding and decision which will then become a part of the Employee’s personnel file.

## ARTICLE 15 - Grievances

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- A. Definition. A grievance is a written complaint by an Employee alleging a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Nothing contained herein will be construed to limit the right of any Employee having a complaint to discuss the complaint informally with the Employer and have the complaint adjusted without the intervention of the Association provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association has been given the opportunity to be present when such an adjustment is made.
- C. Level 1. If an Employee wishes to submit a grievance, he/she shall first discuss the complaint with his/her immediate supervisor. The Grievance Committee representative and one administrator may also be present. This discussion must occur within ten (10) days of the event causing the complaint.
- D. Level 2. Within five (5) days of the discussion at Level 1, the Employee must notify the Association Grievance Committee representative of any dissatisfaction and must submit his/her grievance in writing to his/her immediate supervisor on the form provided. The immediate supervisor shall sign and date all copies when he/she receives them. If the grievance does not involve the immediate supervisor, it may be filed at Level 3. The immediate supervisor shall respond in writing to the grievance within 10 days of receipt of the grievance.
- E. Level 3. If the Employee is not satisfied with the response of the immediate supervisor, the Employee may submit the grievance to the Deputy Superintendent within ten (10) days. The Deputy Superintendent shall sign and date all copies when he/she receives them. The Deputy Superintendent shall respond in writing within ten (10) days of receipt of the grievance.
- F. Level 4. If the Employee is not satisfied with the response of the Deputy Superintendent, the Employee may submit the grievance to the Superintendent within ten (10) days of the receipt of the response to Level 3. The Superintendent shall sign and date all copies when he/she receives them. The Superintendent shall respond in writing within ten (10) days of the above date.
- \* Either party may be accompanied by one other Employee or administrator.
- G. Level 5. If the Employee is not satisfied with the disposition of the grievance at Level 4, the Association may request a pre-arbitration conference. Such request must be submitted within ten (10) days to the Superintendent. The Superintendent will schedule the requested conference within ten (10) days. Following this conference, the Superintendent shall respond within ten (10) days in writing.

H. Level 6. If the Employee is not satisfied with the disposition of the grievance at Level 5, the Association may, within ten (10) days after the decision of the Superintendent, request arbitration by giving a written notice to the Employer. The Association and Employer will attempt to select an ad hoc arbitrator and, if unable to make a mutual selection, the arbitrator shall be selected by the American Arbitration Association in accordance with their Rules and Procedures.

1. The decision of the arbitrator shall be final and conclusive and binding upon Employees, the Board and the Association.
2. Powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to establish wage rates or to change any wage rates.
  - c. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - d. He/she shall have no power to change the content of an Employee's evaluation, nor may he/she decide any matter regarding the denial of tenure to a Employee or to his/her placement on a third year of probation.
3. After a case on which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
4. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
5. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent.
5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

7. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.
- I. Any grievance not answered within the time limits by the Employer shall be deemed automatically moved up to the next level. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.
  - J. The Association shall have no right to initiate a grievance involving the right of an Employee or group of Employees without his or their written approval. However, a Special Conference may be granted.
  - K. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make a monetary adjustment and the arbitrator shall have no power to order one.
  - L. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
  - M. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Employee.
  - N. An Employee may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of the Agreement.
  - O. No complaint which may be subject to the procedure specified in the Teacher Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937, of Michigan, as amended) and no complaint within the jurisdiction of any administrative agency empowered to render any enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.
  - P. Extension of Time Limits. Time limits may be extended by mutual written agreement.

## **ARTICLE 16 – Special Conferences**

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

## **ARTICLE 17 – Reduction & Recall**

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- A. The Board may lay off Employees when it determines that programs must be reduced or that funds are insufficient. The Board may lay off Employees to accommodate other Employees returning on schedule from Board-approved leaves of absence. Reasons for layoff shall be stated in writing to the Employee(s) who are laid off.
- B. Layoffs. The Board will use the following layoff procedure:
  - 1. The Board will determine the kinds and numbers of positions to be eliminated.
  - 2. The Board shall give written notice to the Employee at least 45 days prior to the effective date of the layoff.

In order to retain the most senior, certified and qualified Employees, layoffs shall occur by inverse order of seniority.

3. The Board will review the current certification(s) and qualification(s) of each Employee to be laid off to determine if there is another position within the Bargaining Unit that the Employee qualifies for at the time of layoff notice that is held by an Employee with less seniority. In such an instance the less senior Employee will be subject to layoff.
4. The contract of each individual Employee will terminate upon layoff, subject to 'C' below.

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

1. Employees will be recalled in order of seniority to vacancies for which they are currently certified and qualified as the positions become available. Employees shall be maintained on the recall list until they are restored to their FTE at the point of layoff, subject to "5" below. A position shall not be considered vacant as the result of an Employee going on leave.
2. The Employer will send a recall notice by certified mail to each recalled Employee at his/her last known address, postmarked at least twenty (20) calendar days before his/her reporting date. The Employee will indicate his/her desire to accept or reject an offer of recall within ten (10) calendar days from the date the notice was received or within twenty (20) calendar days from the date the notice was sent, whichever occurs earlier. In the event an Employee does not accept the position offered by the notice of recall within the aforementioned period, this shall conclusively and irrebuttably be construed to constitute a resignation and/or the Employee's abandonment of his/her employment by the Board. The Employee shall immediately be removed from the recall list.
3. If the Employee does not report for work as scheduled, he/she will be considered to have quit unless the Employee has made other prior arrangements to report to work within five (5) working days of the scheduled date that are acceptable to the Employer.
4. It is the responsibility of the laid off Employee to notify the Employer of any changes in his/her mailing address, telephone number, and certification and/or approval status.
5. A laid-off Employee shall be maintained on the recall list for a period of two (2) years subject to "2" above, after which the Employee shall be entitled to recall only if entitled by law (i.e. Michigan Tenure Law).

D. Employees on layoff do not earn pay or fringe benefits. However, health, hospital, and dental insurances shall continue until the end of the month after the month in which the layoff occurs.

- E. Employees employed to take the places of other Employees granted Board approved leaves may be recalled or laid off without recourse to the above procedures.
- F. The Employer is under no obligation to apply for additional approval or certification endorsements on behalf of any Employee.
- G. No laid off Employee who acquires additional certification or approval after being laid off is entitled to bump another Employee.
- H. The Board may lay off probationary Employees in any order.
- I. The sick leave bank of each recalled Employee shall be reinstated upon recall.
- J. Should a reduction occur midyear or a constituent district closes before the end of a school year and movement of staff be determined to be excessively disruptive to the students served, a temporary transfer of staff can be made with regular assignments being made at the beginning of the new school year in accordance with Article 11.

## **ARTICLE 18 – Compensation & Fringe Benefits**

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- A. Salary Schedule. In accordance with MCL 380.1250, the job performance and job accomplishments of the Employees were considered in the negotiation of the annual salaries as set forth in Appendix A. Appendix A also sets forth the basis and methods of payment and the basis for pro-rating salaries of part-time or extended contract Employees.
- B. Health, Dental, Drug, and Vision benefits. Full-time EMPLOYEES shall be eligible for the following health, dental, drug and vision benefits upon acceptance of written applications by the insurance carriers which shall be effective when the benefits carriers' requirements are met:
  - 1. Health Benefits.

Single subscriber, two-person or full-family (as appropriate) self funded plan managed by a third party administrator appointed by the Board with benefits comparable to Community Blue PPO Plan #1.

The Board shall contribute a maximum monthly amount towards health benefits for full-time employees equal to 80% of the illustrative rate as established by plan actuaries. Actual amounts in excess of the maximum monthly Board contribution shall be automatically deducted from employee wages through payroll deduction.

Examples for employees electing to purchase additional levels of benefits:

2. Dental Benefits. Single subscriber, two person or full-family (as appropriate) self funded plan managed by a third party administrator appointed by the Board with benefits comparable to SET Ultradent with orthodontic rider, missing tooth waiver and extension of benefits rider. In accordance with carrier rules, if dental coverage is waived, coverage cannot be obtained at any time unless a qualifying event designated by the carrier occurs, i.e., loss of coverage through divorce, death. The Board shall contribute a maximum monthly amount towards dental benefits equal to 80% of the illustrative rate as established by plan actuaries.
3. Prescription Drug Benefits. The Board shall provide prescription drug benefits per addendum with the following co-payments to be paid by the employee:

Co-Payments	
Generic	\$5
Brand-Name (Preferred)	\$15
Brand-Name	\$25

4. Vision Benefits. The Board shall provide vision benefits comparable to the A-80 vision rider per addendum with a twelve-month benefit period. The Board shall contribute a maximum monthly amount towards vision benefits equal to 80% of the illustrative rate as established by plan actuaries.

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

The Employee will be eligible for Board-paid dental and/or vision care benefits only if he/she does not receive such dental care and/or vision benefits coverage through another employer.

Only if the Employee is not covered under other health or dental care will said

Employee be eligible for Board-paid coverage. It is understood that double coverage is prohibited.

For the appropriate coverage, the Employee shall verify in writing that he/she is eligible for such coverage. Written verification shall be completed at the beginning of each school year. Any Employee with double health or dental coverage shall reimburse the Board the cost of his/her entire health or dental coverage for the duration of such double coverage.

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

Change in Benefit Providers. The Board reserves the right to change (at any time with proper notice to employees) and the union may request to change benefit providers and coverage as a result of bidding, quoting, or self-insuring. Any new coverage will be comparable to the previous coverage although not necessarily identical. A joint committee of the Administration and the Association will review bids and develop a recommendation for the Board.

Alternative Coverage. Any Employee eligible but not electing, or ineligible for health care benefits due to coverage elsewhere, may apply for an amount not to exceed \$200 per month. Any Employee not electing or ineligible for dental care benefits due to coverage elsewhere may apply for an amount not to exceed \$20 per month. If the IRS rules that such language adversely affects taxable personal income of employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan, or, if such is not possible, (2) renegotiate this provision.

C. Life Insurance. Upon the acceptance of a written application by the carrier, effective when the carrier's requirements are met, each full time Employee shall be eligible for a Board-paid term life insurance policy equal to the amount of the Employee's salary. Employees with Board-paid term life insurance have a 30-day conversion right upon termination of employment. Any Employee electing his/her right of conversion in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.

D. Termination of Benefit Coverages. All Board-paid benefits (Sections B) shall terminate on the first day of the month following termination of employment, but not less than thirty (30) calendar days following such termination date, providing the Employee gives sixty (60) calendar days notice of termination.

E. Professional Liability Insurance. The Board will pay the premium for coverage to protect each Employee from losses he/she becomes legally obligated to pay arising

from any acts or failures to act under the direction of and in the employment of the Board, as set forth in Appendix C.

- F. Workers' Compensation. All Employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly to their Director.

Reimbursement of Mileage and Expenses. Reimbursable expenses include all approved daily mileage as well as all prior-approved mileage and other expenses for evening meetings, conferences and visitation days. Other expenses include conference registration fees, necessary transportation, lodging and meals. Requests for reimbursement must be submitted to the Employee's supervisor within 60 days of the reimbursable event but in no instance later than June 30<sup>th</sup>. If requests for reimbursement are not submitted timely, they shall not qualify for reimbursement.

1. Basis for Mileage Reimbursement. Employees shall be reimbursed for mileage driven from the first work stop of the day to the last work stop of the day. Employees shall be reimbursed for actual mileage driven to and from evening meetings, conferences or visitations.
  2. Mileage Rate. Mileage shall be reimbursed at the same rate as the Internal Revenue Service approved rate.
  3. Adjustment of Mileage Rate. The rate of mileage reimbursement shall be adjusted as the Internal Revenue Service approved rate is adjusted.
- C. Reimbursement for Coursework. If the Agency requires that an Employee take a course, and the Employee will not receive credit towards a degree at the time the course is taken, and the course will not contribute to continuing certification or approval or advancement on the salary schedule, the Agency will pay full tuition for the course.
- D. Reimbursement for Dependent Care and/or Medical Costs. The Agency will provide for (as permitted by the IRS) Employees the opportunity to contribute a portion of their salary to a Dependence Care and/or Medical Costs Reimbursement account through payroll deduction. The Employee will be responsible for any monthly management fee.

## **ARTICLE 19 – Income Protection**

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For each day that an Employee is permitted to draw from the sick leave pool, he/she will receive pay for the amount of time used, less any amounts the Employee is eligible to receive from Social Security or Workers' Compensation benefits. The income protection program provides for Board paid health benefits during the period of time noted in C(1) below.

A. Establishment. Each Employee will contribute one (1) day of his/her sick leave bank to the sick leave pool each year until he/she has contributed six (6) days, after which no further contribution will be required except as provided below.

B. Eligibility. An Employee may draw days from the sick leave pool under the following conditions:

1. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
2. He/she has been unable to work 20 consecutive contract days (or 20 total days in the contract year due to the same physician diagnosed continuing serious medical condition) and after the 20<sup>th</sup> day the Employee has 20 or less sick days remaining in their sick bank.
3. He/she has applied in writing to the Superintendent for permission to draw days from the sick leave pool prior to or concurrent with the illness or injury justifying the use of the pool.

C. Use.

1. During the first ninety (90) calendar days from illness/injury, an eligible Employee may draw a full day from the sick pool for each contract day of absence.
2. After ninety (90) calendar days from illness/injury, an eligible Employee may draw 1/4 day for each contract day of absence.
3. Use of personal sick leave time is limited to the number of contract days in the ninety (90) calendar day period from first day of absence due to illness/injury or the number needed to complete the twenty (20) day waiting period.
4. Any Employee unable to secure coverage by the current LTD carrier, after making a timely and proper application, or who has been deemed ineligible by said carrier, will be eligible for an extended sick pool. The Employee will be able to draw one (1) full sick day from the sick pool for up to one (1) year from the

date of first utilization. The draw will be in a ratio consistent with the Employee's work schedule.

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

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

## **ARTICLE 20 – Leaves of Absence**

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### A. Authorized - With Pay.

- 1. Sick Leave. Each Employee shall be granted 11 (eleven) sick leave days. An Employee employed after the beginning of a school year or terminated before the end of his contract period shall be granted a sick leave bank adjusted according to the above rules.
  - a. All sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of 130 days.
  - b. Criteria for utilization of sick leave days by an Employee shall be:
    - 1. Personal illness, injury, quarantine or medical appointments;
    - 2. Serious illness in the immediate family, i.e., husband, wife, child, father or mother that requires the presence of the Employee.

- c. The Employee shall notify the administrator of his/her impending absence stating the period of leave and where he/she can be contacted during the day. Each Employee shall give such notification prior to his/her scheduled on-the-job starting time.
- d. The Employee may be required by the Superintendent to give a written, signed statement from the Employee's physician or from the Employee indicating the reason for such absence when reporting to work on the first working day following his/her absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
- e. Accumulated sick leave time shall terminate upon termination of employment.
  - 1. Up to 30 sick days accumulated beyond 100 days shall be reimbursed at a rate of \$75 per day upon the Employee's retirement.
  - 2. Personal Business. An Employee may be granted three (3) days per year for personal business. Personal business days must have administrative approval. This leave shall be used only for the purpose of conducting business which requires the personal presence and attention of the Employee and which cannot be conducted at alternative times which do not interfere with the duties of employment. The portion of personal business time not used by the Employee by the end of the contract year shall be added to the individual sick leave bank.
  - 3. Jury Duty. An Employee who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the Court, not including travel allowances or reimbursement of expenses for each day on which he/she reports or performs jury duty on which he/she would otherwise have been scheduled to work.

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

- 4. Bereavement Leave. Each Employee will be granted up to five (5) days of leave per year without loss of pay when a death occurs in his/her

immediate family. Such leave may also be granted for significant others or unusual situations with prior approval of the Supervisor.

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

5. Sabbatical Leave. Any Employee who has been continuously employed by the Board for at least seven (7) years in any capacity requiring certification and/or approval by the Michigan Department of Education may, upon application, be granted a Sabbatical Leave for not more than one (1) school year for one of the following reasons:
  - To pursue an advanced degree at an accredited college or university.
  - To conduct research under the direction of a competent researcher, or
  - To carry out any program of activities approved by the Superintendent and the Board.
- a. Not more than one (1) Employee will be granted a Sabbatical Leave over any given time interval.
- b. While on Sabbatical Leave, an Employee will receive half pay at the salary rate in effect for him/her at the time he/she applied for the leave.
- c. An Employee may not be gainfully employed for more than half of the time that he/she is on a Sabbatical Leave. However, he/she may concurrently hold scholarships, fellowships or other grants in aid having monetary value.
- d. Every Employee who is granted a Sabbatical Leave must work for the Agency upon completion of his/her leave for a period of time equal to at least twice the duration of the leave. Any Employee who does not fulfill this requirement must repay the Agency for all unfulfilled time at one-fourth (1/4) of the salary rate in effective for him/her at the time of his/her application.
- e. An Employee on Sabbatical Leave may be required to furnish periodic evidence of satisfactory progress toward his/her approved objectives. Failure to pursue approved objectives, failure to make satisfactory progress or failure to supply timely evidence of such progress shall constitute grounds for terminating the leave.
- f. Application Procedure:

1. An Employee must apply for a Sabbatical Leave by filing a written proposal with the Superintendent at least six (6) months prior to the date on which the proposed leave would start. The proposal must include the following information:
    - a. The reason for the request and a statement of the objective(s) to be achieved in observable terms.
    - b. The inclusive interval over which the leave is being requested.
    - c. The amount of money being requested.
    - d. The name(s) of the institution(s) at which the objective(s) will be pursued, the name of the supervising researcher and/or the advising professor.
    - e. A statement indicating that the applicant has been accepted by the college or university for the purpose(s) indicated above.
    - f. The number and kinds of progress reports that will be made to the Board while the Employee is on leave.
    - g. A statement assuring that the Employee agrees to return to work for the Agency for an interval at least twice as long as the interval of the Sabbatical Leave being requested.
    - h. The Employee's signature and date of the application.
  2. The applicant may be asked to substantiate further any information supplied in the application.
  3. Final approval or disapproval of any and all applications for Sabbatical Leave rests with the Board. Timely notice of the disposition of each application will be given by the Board to each applicant.
- g. Proposal Changes:
1. Substantive changes to Sabbatical Leave proposals must receive prior approval.
  2. Failure to obtain prior approval to substantive changes to Sabbatical Leave proposals constitutes grounds for terminating the leave.

6. Work Related Injury/Lice. On the day a work related injury occurs, when authorized to leave work early to receive medical attention/treatment, an Employee will not lose pay or have to use sick/personal time for that portion of the day lost. This will also apply to an Employee who contracts lice when it is also present on students on his/her caseload.

B. Authorized - Without Pay.

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

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

2. Conditions. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue, fringe benefits shall not accrue, sick leave days shall not accrue (but unused sick leave days held at the start of the leave shall be reinstated upon return), time spent on an unpaid leave will not be added to the Employee's seniority, requests for unpaid leaves shall be in writing to the Assistant

Superintendent for Human Resources & Compliance and must have prior written approval before becoming effective.

Employees granted unpaid leaves of 50 contract days or less may retain medical

insurance coverage at Board expense.

Family & Medical Leaves of Absence (“FMLA”) shall be processed in accordance with Board Policy 3430.

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

- a. At the termination of a leave, if an Employee does not return and/or no extension is granted, the Employee’s removal and termination of employment become automatic.
  - b. The Employee must notify the Board in writing of his/her intention to return from such leave at least ninety (90) calendar days prior to the end of the last semester of such leave. Failure to comply with this notification shall constitute voluntary Employee resignation from Board employment.
  - c. No Employee on leave without pay shall receive pay for any holiday which occurs during his/her leave.
3. Short-Term Leaves. When approved by the Assistant Superintendent of Human Resources & Compliance, short-term leaves without pay may be granted:
- a. Personal leave which could not be arranged at any other time or for which the agency feels no responsibility (maximum of five (5) contract days).
  - b. Meetings, grievances and arbitrations on the local, state or national level.
  - c. Duty with the military reserves or National Guard when such obligations cannot be fulfilled on non-working days.
  - d. Employees granted short-term leaves shall retain their benefits during such leaves and shall be re-employed at the end of such leaves.

## **ARTICLE 21 – Meetings, Conferences & Visitation Days**

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A. Staff Meetings. The Superintendent or his/her designee may call meetings of Employees at their discretion. Every attempt will be made to give timely notice of such meetings or of their cancellation or postponement.

B. Conferences.

1. Annually, at the beginning of each fiscal year, the Assistant Superintendent for Business will notify LIPSA of the amount available for LIPSA members’

conferences during the succeeding twelve (12) months. The annual amount will not be less than \$13,000. A LIPSA committee will be established to consider conference requests and to allocate the budget amount. Prior to submission to the LIPSA committee, each request for the conference must have the approval of the immediate supervisor. At the request of the bargaining unit member, denials shall be reviewed within five (5) working days and the original request may be approved by the appropriate director. Each conference application shall contain an educational justification supported by the immediate supervisor. The committee shall not approve more than a total of 3 days to an Employee without prior director approval.

2. Approval shall not be granted if the request does not align with Agency, department, or personal goals, or if appropriate post-conference responsibilities have not been established.
3. Employees serving on national committees, commissions, task force groups and those requested to serve as presenters, group leaders, or resource people for the agency to national or state associations may attend providing prior approval is obtained from the immediate supervisor and the Superintendent or his/her designee. In situations where funds are not available, Employees may agree to assume full conference costs.
4. The administrative staff may request Employees to attend workshops and conferences related to their job descriptions if funds other than the LIPSA conference budget are used for the Employee expenses.

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

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

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

D. Professional Development.

1. Employees will be expected to participate and document participation in thirty-five (35) hours of professional development annually.
2. All staff will attend mandatory LESA inservices as determined by the Superintendent or designee.

3. Professional development activities that Employees have engaged in from July 1 to June 30 shall count toward the thirty-five (35) hour requirement, with the exception of college course work.
4. All Teachers (as defined in Section 1526, Public Acts 335 of 1992) new to the profession are required to obtain 15 days of professional development over a 3-year period. District inservice days cannot be counted toward this requirement.

## **ARTICLE 22 – Yearly Calendars, Daily Schedules & Unscheduled Closings**

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### **A. Calendars.**

1. All Employees will work the LESA calendar developed for the district where they are assigned or housed. These calendars will minimally include all days worked by teachers in the local district.
  - a. Itinerant staff shall work the LESA calendar developed for the local district to which they are assigned for the majority of their work schedule.
  - b. The LESA calendar followed by Itinerant staff whose time is divided equally between two districts shall be determined jointly by the Employee and immediate supervisors to equalize student contact in the districts.
  - c. Itinerant staff who work in three or more local districts shall work the LESA calendar.
2. All Employees will attend the mandatory LESA inservice days as determined by the Superintendent or designee.
3. All Employees will attend mandatory staff meetings and team meetings as determined by the Superintendent or designee.
4. After local districts have developed their calendars, LIPSA and the Administration will jointly negotiate a calendar for staff assigned to the local districts. The calendars will reflect the local district calendar and the total hours based on 185 days at 7 hours a day, not inclusive of a 30-minute duty-free lunch. All Employees will minimally work the same number of days as the local district calendar, which may result in a modification to the number of days and/or hours worked per day.
5. The school nurse is considered 12 months and works summer student attendance days.

B. Daily Work Schedule.

1. Each Employee working a full school day shall be entitled to a duty-free lunch period of no less than thirty (30) consecutive minutes during the school day. If Employees are unable to regularly schedule a duty-free lunch due to work obligations, they may consult with their supervisor.
2. Each full-time classroom Employee may have an average of 120 minutes per week of planning during the instructional day to be scheduled by the immediate supervisor.

Each Employee may arrange his/her daily itinerary consistent with his/her assignment. Each Employee shall schedule time for student evaluations consistent with their job responsibilities. If the Employee is unable to meet their evaluation responsibilities, they shall in a timely manner inform their immediate supervisor who shall work with the Employee in developing a schedule. Occasionally an Employee may be required to modify his/her daily itinerary.

Each Employee must submit his/her daily itinerary in writing to his/her supervisor within two (2) weeks at the start of school. When daily modifications are necessary, they will be reported to the building secretary or LESA switchboard if not assigned to a district.

3. Although employment in education requires that Employees work outside of the regular workday, comp/flex time may be used for the unusual or extraordinary performance of duties outside the workday.
  - a. Up to (35 hours) of additional work time may be used for comp/flex time. Comp time must be used within the same school year in which it is earned.
  - b. Approval of supervisor must be attained prior to accrual and use of comp time through the online absence reporting system. If prior approval is not possible, the request for accrual or use must be submitted within one (1) workday of the event.
  - c. Comp time should be taken during non-student time. \*Non-student time refers not only to time when students are not in school, but refers to times when students may not be available to work with Employees. Examples could include, but are not limited to MEAP testing times, assemblies, during class parties, or field trips.
4. In the unusual circumstance that an Employee feels he/she is being unfairly directed to report outside of his/her normal work hours, he/she should first discuss the situation with his/her direct supervisor. If a satisfactory resolution is not reached, the Employee can appeal to the supervising Assistant Superintendent.

C. Unscheduled School Closings.

1. Suspension of Operations Before 7:00 A.M. Should conditions not within the control of school authorities, as defined in Section 101(4) of the State School Aid Act, every reasonable effort will be made to determine by 7:00 A.M. whether or not Agency operations will be suspended for the day. If such a decision is made before 7:00 A.M., it will be transmitted to a radio station WHMI (93.5 FM).

Public announcement that LESA is closed means that the Pathway office and programs are closed. An announcement that LESA Educational Center is open but no buses means that the Pathway office is open but no programs are operating.

Each Employee will receive an automated phone call when LESA programs and/or the LESA Educational Center is/are closed. It is the employee's responsibility to make sure his/her contact information is current and provided to local district and LESA in order to receive school closing notification.

Employees who report to only one district or serve only LESA classroom programs follow the school closing of the district they serve. They also follow make-up days/hours for that district.

Employees who report to multiple districts (LESA classroom programs are considered a district for these purposes) follow the school closing of the district to which they are reporting that morning. They will make up days/hours according to local district schedules that best serve the needs of their students.

2. If no such public announcement is made, all Employees are expected to report for work as scheduled. If an Employee is unable to report for scheduled work at a school building because it has been closed, he/she should report for work when the building reopens.
3. Suspension of Operations After 7:00 A.M. In the event that inclement weather should cause a decision to close the Agency after 7:00 A.M., Employees will receive an automated phone call of the decision as soon as it is made. Employees must see to it that any children in their care are returned to others responsible for them before leaving work.

D. Loss of Pupil Instruction Days. The Agency has the right to reschedule days in order to meet minimum days or hours of instruction required by law or to receive full state aid.

E. Starting and Ending Times. Amendments to the starting and ending times of the student day shall be communicated to staff prior to the start of the school year. If, as

a result of unforeseen circumstances, the schedule must be changed during the course of the school year, the affected Employees will be notified by the appropriate administrator at the earliest opportunity.

## **ARTICLE 23 – Miscellaneous Provisions**

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- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.
- B. The parties acknowledge that, during negotiations which resulted in this Agreement, each had and fully exercised the right and opportunity to make demands and proposals with respect to any subject or matter. Therefore, the Board and Association each agree that the other shall not be obligated to bargain on any subject for the duration of this Agreement.
- C. If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees should be found contrary to law by a court of competent jurisdiction, then such provision or application shall be null and void but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Employee contracts heretofore in effect.
- E. If a change in law or any implementation of law leads to a conflict in the implementation of the contract as written, the parties shall renegotiate affected provisions.
- F. In the event a Constituent District takes over a program or service which is being operated by LESA, the following procedures will apply:
  - 1. If the individual currently functioning in that position is non-probationary, they will be given the first choice to stay in that position. If the Employee elects to stay in that position, they will be voluntarily laid off.
  - 2. Should the Employee not elect to stay in the position but prefer to remain in the employ of LESA, procedures identified under Article 11, Reduction and Recall will be followed.
  - 3. Michigan law will be invoked under such conditions entitling the laid-off to those legal rights established by applicable Michigan law.

## **ARTICLE 24 – Duration of Agreement**

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This Agreement shall be effective as of July 1, 2011 and shall continue in full force and effect until 11:59 P.M., June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

LIVINGSTON INTERMEDIATE  
PROFESSIONAL STAFF  
ASSOCIATION  
SERVICE AGENCY

BOARD OF EDUCATION  
LIVINGSTON EDUCATIONAL

By \_\_\_\_\_  
Rachel Kopke

By \_\_\_\_\_  
Julie Hill, President  
LESA Board of Education

By \_\_\_\_\_  
Pamela Holloway

By \_\_\_\_\_  
R. Michael Hubert  
Deputy Superintendent

By \_\_\_\_\_  
Dennis McHale

By \_\_\_\_\_  
Dawn Bentley  
Executive Director of Special Education

By \_\_\_\_\_  
Nicole DeZell

By \_\_\_\_\_  
Denis McBride  
Special Education Director, Fowlerville

## APPENDIX A – Wage Schedules

2011-2012 & 2012-2013					
	Level 1	Level2	Level 3	Level 4	Level 5
Step	(BA/BS)	(BS+15)	(MA)	(MA+15)	(MA+30/MSW/ED.S)
1	39,433	41,010	42,629	44,316	46,075
2	41,321	42,961	44,653	46,420	48,266
3	43,292	45,006	46,784	48,640	50,571
4	45,351	47,151	49,013	50,959	52,984
5	47,508	49,399	51,351	53,391	55,510
6	49,776	51,752	53,801	55,936	58,155
7	52,148	54,219	56,369	58,605	60,930
8	55,002	56,805	59,055	61,409	63,839
9	57,431	59,517	61,867	64,332	66,889
10		62,777	64,824	67,407	70,083
11		65,546	67,925	70,623	73,435
12			71,649	74,502	77,469
13			74,813	77,803	80,896

	<b>COTA'S</b>	<b>RN</b>
1	26,870	41,577
2	28,156	43,455
3	29,517	45,426
4	30,940	47,487
5	32,409	49,644
6	33,657	51,910
7		54,282
8		57,138
9		59,566

Note: The School Nurse works during the summer student schedule. The calendar for the school nurse shall reflect 1,332 annual hours. The difference between 1,332 and 1,295 (the standard hours for LIPSA staff) may be taken in vacation time. The school nurse shall receive one extra sick day for a total of 12 days and 3 personal business days per school year. The School Nurse is placed on the RN Scale stated above.

## APPENDIX A - Notes

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

Upon receipt of verification of educational attainment, salary increases will be effective at the start of the new school year or on the 15<sup>th</sup> day of January, whichever occurs first.

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

3. Spread of Pay Checks Over 12 Months. An Employee shall have his/her salary paid over 12 months.

Subject to IRS rules or state of federal laws, An Employee choosing to have his/her salary paid over 12 months may request to receive the unpaid balance of his/her contract with the last pay of his/her contract year. Such a request must be made in writing to the Controller on or before August 31<sup>st</sup> of the contract year.

4. Proration of Partial, Extended Contract Salaries. The above salary schedule applies only to Employees employed full time. The salary of a part-time Employee will be pro-rated by the time fraction defining that portion of the time he/she is employed.

The Calendar defines the number of days (D) in the contract year. If an

Employee works **less** than a contract year, his salary will be pro-rated by the factor N/D where **N** is the number of days worked. If an Employee is employed beyond the contract year, the same factor will be applied.

5. Initial Placement Credit. Newly hired Employees may be given salary schedule placement reflecting up to and including ten (10) of their years of actual and relevant experience.
6. Increment Dates. Each Teacher will have an increment date on which he/she will be advanced to the next step of the salary schedule (subject to any performance based provisions).
7. Establishing Increment Dates. For Employees hired with effective dates ~~on~~ ~~or~~ between February 1, 1978 and June 30, 2011, their increment dates will be the anniversaries of their effective dates, subject to adjustment by Paragraph 8, below and any performance based provisions. For employees hired on or after July 1, 2011. Employees hired before December 31<sup>st</sup> shall advance to the next increment at the beginning of the next school year and then at the beginning of each school year thereafter. Employees hired after December 1<sup>st</sup> shall not advance to the next increment until the beginning of the school year immediately following twelve months from their hire date and then at the beginning of each school year thereafter (subject to any performance based provisions).
8. Adjustment of Increment Dates. If an Employee has an unpaid leave of absence or one or more unexcused absences totaling more than ten (10) days during any one contract year, his/her increment date will be advanced by the number of days of the unpaid leaves or unexcused absences.
9. Employees not receiving step increases and with years of consecutive service within the Agency on September 30<sup>th</sup> of any school year will receive the following amounts annually (subject to any performance based provisions):
  - a. 6 through 14 years:           \$ 750
  - b. 15 through 19 years:       \$1,000
  - c. 20+ years:                   \$1,500
10. Individuals with a Ph.D./Ed.D./Psy.D. will receive an additional \$1,000.00 annually.

## **APPENDIX B – Departmental Chairs**

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### **Duties**

1. Coordinate department professional development days.
1. Schedule and conduct departmental meetings and disseminate information.
2. Work as a liaison between the department and administration and provide input into issues impacting the department.
3. Review/develop eligibility criteria, service delivery models for administrative review.
4. Participate on interviews of new candidates if requested.

This position is not a supervisory one, but rather a position that provides support to its respective departments.

### **Departments**

Department Chairs will be assigned as follows:

- Speech and Language – 2
- OT, PT, COTA, PTA – 1
- School Social Work – 1
- School Psychology – 1

### **Selection**

All department chair positions will be posted each spring. Administration makes the appointment from the Employees who have applied. Terms exceeding one year shall be permissible based upon mutual agreement of the administration and Department Chair. The District may also remove an Employee from any Departmental Chair position for any valid reason.

### **Compensation**

Department Chair positions are voluntary and are therefore not compensated positions.

## **PROFESSIONAL LIABILITY PROTECTION INSURANCE**

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

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