

# *Master Agreement*

*between the*

*Lapeer County Intermediate School District  
Board of Education*

*and the*

*Lapeer Intermediate  
Educational Support Personnel Association  
(LIESP) -  
an affiliate of the MEA/NEA*

*2021-24*

# TABLE OF CONTENTS

<b>ARTICLE</b>	<b>1</b>	<b>Recognition_____</b>	<b>1</b>
<b>ARTICLE</b>	<b>2</b>	<b>Management Rights_____</b>	<b>1</b>
<b>ARTICLE</b>	<b>3</b>	<b>Association Rights_____</b>	<b>2</b>
<b>ARTICLE</b>	<b>4</b>	<b>Member Rights and Protection_____</b>	<b>2</b>
<b>ARTICLE</b>	<b>5</b>	<b>Payroll Deductions_____</b>	<b>3</b>
<b>ARTICLE</b>	<b>6</b>	<b>Evaluations_____</b>	<b>3</b>
<b>ARTICLE</b>	<b>7</b>	<b>Discipline_____</b>	<b>4</b>
<b>ARTICLE</b>	<b>8</b>	<b>Personnel Files_____</b>	<b>4</b>
<b>ARTICLE</b>	<b>9</b>	<b>Seniority_____</b>	<b>5</b>
<b>ARTICLE</b>	<b>10</b>	<b>Layoff and Recall_____</b>	<b>6</b>
<b>ARTICLE</b>	<b>11</b>	<b>Vacancies and Transfers_____</b>	<b>8</b>
<b>ARTICLE</b>	<b>12</b>	<b>Grievance Procedure_____</b>	<b>9</b>
<b>ARTICLE</b>	<b>13</b>	<b>Calendar (Workhours and Workdays)_____</b>	<b>11</b>
<b>ARTICLE</b>	<b>14</b>	<b>Continuity of Operations_____</b>	<b>15</b>
<b>ARTICLE</b>	<b>15</b>	<b>Benefits and Leaves_____</b>	<b>15</b>
<b>ARTICLE</b>	<b>16</b>	<b>Compensation_____</b>	<b>21</b>
<b>ARTICLE</b>	<b>17</b>	<b>Miscellaneous_____</b>	<b>22</b>
<b>ARTICLE</b>	<b>18</b>	<b>Duration of Agreement_____</b>	<b>23</b>
<b>APPENDIX</b>	<b>A</b>	<b>Wages and Longevity_____</b>	<b>N/A</b>
<b>APPENDIX</b>	<b>B</b>	<b>Official Grievance Form_____</b>	<b>N/A</b>
<b>APPENDIX</b>	<b>C</b>	<b>Calendar(s)_____</b>	<b>N/A</b>

# **ARTICLE 1**

## **RECOGNITION**

- 1.1 The Board of Education of the Lapeer County Intermediate School District ("Board" ), hereby recognizes the Lapeer Intermediate Educational Support Personnel Association ( "LIESP"), an affiliate of the Michigan Education Association ("MEA") and the National Education Association ("NEA), as the sole and exclusive collective bargaining representative for the purpose of negotiating an agreement with respect to wages, hours, and conditions of employment for all full-time or part-time Custodians, Housekeepers, Instructional Aides, Professional Assistants (e.g., Audiologist Assistant, Certified Occupational Therapist Assistant, Physical Therapist Assistant, and Behavior Specialist Assistant), and Job Coaches whether active or on leave, employed by the Lapeer County Intermediate School District ("District"). Such representation will exclude work-based students, positions lasting less than ninety (90) consecutively scheduled workdays, substitutes, positions that are funded primarily by grant dollars, and all other employees. The term "Member" refers to all employees represented by LIESP.
- 1.2 Whenever it can be reasonably determined that a bargaining unit position will be available for a period of three hundred seventy (370) or more consecutively scheduled workdays, an employee will be hired and become a Member of the bargaining unit with full rights, benefits, and obligations of this Agreement, unless otherwise agreed to in writing by both parties; however, the layoff notification provisions of this Agreement will not apply to such Members who are hired to replace Members on leave.
- 1.3 The Board agrees not to negotiate with or recognize any labor organization other than LIESP for the duration of this Agreement.

# **ARTICLE 2**

## **MANAGEMENT RIGHTS**

- 2.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, materials used for instruction; and the selection, direction, transfer, promotion or demotion, and discipline or dismissal of all personnel.
- 2.2 The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement and applicable State and Federal Constitutions, statutes, rules and regulations.

## **ARTICLE 3**

### **ASSOCIATION RIGHTS**

- 3.1 LIESP and its representatives may use designated rooms in the Education and Technology Center on regular business days for conducting LIESP business at the discretion of Administration. When special custodial services are required, the Board may charge LIESP for those associated costs. All rooms desired for use by LIESP shall be scheduled with the appropriate Administrator prior to the date of usage.
- 3.2 LIESP may use District facilities and equipment at the discretion of Administration. LIESP may be required to reimburse the Board for any associated costs for materials consumed and repairs to equipment if damaged as a result of their use.
- 3.3 LIESP may post notices of activities and matters of LIESP concern on designated bulletin boards. LIESP may use the District mail service and employee mailboxes for communication to Members.
- 3.4 Duly authorized representatives of LIESP shall be permitted to transact official LIESP business on District property, other than during normal hours of instruction, with prior approval from Administration, provided that this shall not interfere with or disrupt normal school operations. The Principal, or the Principals' designee, shall be informed of a representative's presence when possible.
- 3.5 Whenever LIESP representatives are scheduled by mutual agreement during work hours to participate in meetings, grievance hearings, or negotiations, they shall suffer no loss of pay.
- 3.6 Prior to the adoption of any revision or addition to Board Policy, the LIESP President shall be forwarded a copy of the proposed revision or addition.

## **ARTICLE 4**

### **MEMBER RIGHTS AND PROTECTION**

- 4.1 During normal school activities, Members are not to advocate their religious or political philosophies, especially for the purpose of influencing students to support any cause, whether political or religious.
- 4.2 Nothing contained within this Agreement shall be construed to deny or restrict to any Member or the Board rights they may have under the Revised School Code, PERA, or other applicable laws, rules and regulations. The rights granted in accordance with this Agreement shall be deemed to be in addition to those provided elsewhere.
- 4.3 The Board will reimburse replacement costs not covered by the Member's personal insurance for loss or damage of clothing or personal property sustained while in the line of duty on or off District property unless the Member's negligence contributed to or directly caused the loss or damage. Members are strongly discouraged from bringing or wearing personal items that are of significant value
- 4.4 Cases of assault upon Members while performing their duties shall be promptly reported, in writing, to Administration. The Board may seek legal counsel before advising Members of their rights and obligations with respect to such matters and shall render reasonable assistance to Members in connection with handling of such matters by law enforcement and judicial authorities. Time lost as a

result of such matters shall not be charged against the Member's pay or sick leave unless the Member is found to have been negligent.

- 4.5 Members may be required to provide health-related services. In the event a Member is required to provide health-related services, Administration will provide proper training beforehand and ensure that a witness is present. Written documentation of training will be maintained. Training will be updated as-needed.
- 4.6 The District will provide facilities, equipment, supplies, services, and training, other than training required by Article 4.5, as deemed adequate and necessary by Administration.

## **ARTICLE 5**

### **PAYROLL DEDUCTIONS**

Upon appropriate written authorization from a Member, the Board shall deduct from the salary/wages of any Member and make appropriate remittance no later than thirty (30) days after the deduction for the following:

5.1 *Annuities;*

The District offers a 403(b) and Section 125 Plan. Participation in these plans is universally available on a voluntary basis. The vendor list for the 403(b) Plan ("vendor list") shall include companies mutually agreed upon by LIESP, other bargaining unit members, non-bargaining unit employees and the Board. A minimum of five (5) District employees must request the same company before it will be considered for addition to the vendor list. Vendors in current use by Members will not be eliminated from the plan unless the vendor refuses to comply with IRS code mandates or the District's plan as adopted by the Board. The total number of companies shall not exceed ten (10) at one time. Members may contribute to no more than two (2) companies during any given pay period.

5.2 *Credit Union;*

5.3 *Savings Bonds;* and

5.4 Any other plans or programs jointly approved, and agreed to in writing, by LIESP and the Board.

## **ARTICLE 6**

### **EVALUATIONS**

Member evaluations will be conducted in accordance with Board Policy.

## **ARTICLE 7**

### **DISCIPLINE**

- 7.1 No Member who has been employed by the District for more than one-hundred twenty (120) workdays shall be disciplined without Just Cause. Any such discipline by the Board or its representatives shall be done in privacy. The Member shall be informed of the basis for disciplinary action and will be provided with the information concerning the basis for action. When such action is to be taken, the Member will be informed of the purpose of the meeting and will be entitled to representation by LIESP. When a request for such representation is made, it is the employee's responsibility to arrange for the representative to be present at the meeting scheduled by Administration. Administration shall inform the Member that the Member has the right to have an Association representative present.
- 7.2 Complaints directed toward a Member that warrant investigation must be called to the Member's attention through verbal communication as soon as possible and through written communication within seven (7) workdays of when the complaint was brought to the Member's attention through verbal communication. Such complaints shall be investigated and acted upon within thirty (30) workdays. If disciplinary action is not warranted, such complaint will be destroyed. See Article 8.5.
- 7.3 The parties recognize the merits of progressive discipline. The Board agrees to follow a progressive discipline scale, which includes the following steps: Verbal warning (which will be reduced to writing and labeled as such), written warning, written reprimand, suspension with or without pay, and discharge. Administration reserves the right to impose the level of discipline appropriate to the seriousness of the offense committed. In addition, oral advisories, which are non-disciplinary in nature, and therefore not subject to the Grievance Procedure, may be issued at Administration's discretion. All formal discipline shall be signed by the Member and placed in the Member's personnel file. See Article 8.4.

## **ARTICLE 8**

### **PERSONNEL FILES**

- 8.1 Reference to "personnel file" shall refer to the file maintained at the Board of Education's Office that contains all records of the Board pertaining to the Member, excluding initial reference, originating after initial employment.
- 8.2 Each Member shall have the right, upon request, to review the contents of their personnel file. A representative of LIESP may, at the Member's request, accompany the Member to this review.
- 8.3 Members will be notified of any materials to be placed in their personnel files and given a copy of same. If a Member believes the material placed, or to be placed, in the Member's file is inappropriate or in error, the Member may receive adjustment through the grievance procedure if adequate cause is shown, whereupon the material shall be corrected or expunged from the Member's personnel file.
- 8.4 If a member is requested to sign material to be placed in the Member's personnel file, the Member's signature shall be understood to indicate the Member's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

- 8.5 If a complaint is to become a part of a Member's personnel file, it shall be signed by the complaining party. For purposes of this Agreement, a complaint is a formal written document submitted for the purpose of expressing a concern involving a Member.

## **ARTICLE 9**

### **SENIORITY**

#### **9.1 Seniority**

- A. Seniority is defined as the length of continuous years on the LIESP seniority list as of the Member's first paid workday. For all purposes, other than for longevity (i.e., general seniority), seniority will be granted in half (.5) or full (1) credits. To qualify for a half (.5) credit of seniority, a Member must work at least forty-five (45) full days in a regular year semester (i.e., July – December and January – June) in either a part-time position or a full-time position. Members working six (6) or more hours per day will receive credit for a full day. Members working less than six (6) hours will receive credit for a half day. For purposes of longevity (i.e., longevity seniority), Members will be given credit based on a percentage of days worked in relation to the number of negotiated workdays as long as they have been given credit for general seniority.

Members will be given a half (.5) credit when forty-five (45) days or more are worked during a semester and a full (1) credit when 135 or more days are worked during the regular year.

- B. All seniority earned prior to the effective date of this Agreement will be retained and applied as previously earned.
- C. Each Member will be assigned a seniority rank which will determine placement on the seniority list. If two (2) or more Members have equal seniority, a drawing will be held in the presence of a LIESP representative to determine their positions on the seniority list.

#### **9.2 Probation**

- A. Current Members in New Classifications:

All Members covered by this Agreement shall be considered to be in a probationary period during the first one-hundred twenty (120) workdays in a classification. Members who do not successfully complete their probationary periods shall be returned to their former positions, if said positions have not been eliminated; if said positions have been eliminated, the Member shall be placed on immediate layoff without thirty (30) days written notice.

- B. New Employees:

All new employees covered by this Agreement shall be considered to be new probationary employees during the first one-hundred twenty (120) workdays. During the probationary period, the District, in its sole discretion, shall have the right to dismiss or terminate any new probationary employee. An employee so terminated shall not have recourse to the grievance procedure set forth in this Agreement. Upon successful completion of the probationary period, the new employee's seniority shall be calculated from the first day of work.

- 9.3 Loss of all seniority shall occur when a Member either 1) retires, 2) resigns, 3) is discharged, which is not reversed, 4) fails to report to work within ten (10) calendar days from receiving a written notice of recall from layoff, 5) is off the active payroll for any reason for a period of two (2) years, or the length of the Member's seniority, whichever is less, 6) refuses an offer of a permanent position within the same classification that the Member held at the time of layoff or voluntarily quits. See Article 9.7.
- 9.4 General seniority shall accrue during any involuntary layoff or leave of absence (see Article 15) up to a maximum of one (1) year; however, longevity seniority shall not accrue during any involuntary layoff or leave of absence unless required by the Family and Medical Leave Act (FMLA).
- 9.5 By October 1st of each year, the District shall provide the LIESP President with a copy of the seniority list for each classification. The LIESP President shall notify the District of any concerns within fifteen (15) workdays. The District shall research and address any concerns and post the final seniority list by November 1st. Members shall have fifteen (15) workdays after the final seniority list is posted to submit a written challenge to the list to the District. Challenges not submitted during this period will not be considered. Challenges that have been ruled upon previously by the District shall not be reconsidered at a later date.
- 9.6 A Member transferring to a different classification shall maintain seniority in the previous classification and shall accrue seniority in the new classification.
- 9.7 A 3-day no-call/no-show will be considered, and treated as, a voluntary quit.

## **ARTICLE 10**

### **LAYOFF AND RECALL**

#### **10.1 Layoff**

- A. Members who are to be laid-off will be notified as soon as possible and in no event will be provided less than fourteen (14) days written notice. The word "layoff" shall mean a reduction in the work force due to a decline in student enrollment, lack of funds, elimination of a position, or other unforeseen circumstances.
- B. Layoff, should it be necessary, shall take place by classification based on seniority according to the following procedure:
1. *Probationary;*
  2. *Non-probationary;*
  3. Member who is to be laid-off in one classification and who has acquired seniority in another classification may bump the least senior Member in that classification; and;
  4. If more than one Member in a classification is laid-off, the affected Members shall select from available positions in accordance with their seniority. The following stipulations will apply:
    - a. The position involves the same or greater number of work hours, unless the laid-off Member will accept less;



- b. The laid-off Member has more seniority; and
  - c. The Member satisfies the posted qualifications.
- C. Laid-off Members shall be given preference over new hires to available bargaining unit vacancies in other classifications, provided they meet the posted qualifications. If a laid-off Member fails to satisfactorily complete the probationary period in the other classification, the laid-off Member shall remain on the layoff list for the previous classification.
- D. Members who are involuntarily in-active (i.e., on layoff or non-permanent assignment has ended) who wish to work as substitutes shall submit a written request within thirty (30) days of their last day of work indicating they would like to be placed on the substitute list. Such Members shall be called on a rotating basis for short-term assignments (1-4 days). Members called for short-term assignments will remain in the position until the point at which it can be determined that the position will be of a duration of five (5) or more days. For assignments of five (5) or more days. See Article 10.2.
- E. The layoff provisions of this Agreement will not apply to Members who are hired to fill long-term, non-permanent positions; however, Members that are filling long-term, non-permanent positions will be notified as soon as possible and in no event will be provided less than two (2) weeks written notice of the assignment's ending date.

## 10.2 Recall

- A. Laid-off Members shall be recalled in reverse order of layoff within each classification; the most senior Members shall be recalled first. Laid-off Members shall not be mandated to accept short-term, temporary, or long-term positions. For purposes of this provision, the definitions below will pertain to employment status:
  - 1. Short-Term: 1-4 days;
  - 2. Temporary: 5-29 days;
  - 3. Long-Term: 30 or more days in a single position that is not permanent; and
  - 4. Permanent Position
- B. The Board shall give written notice of recall from layoff by sending a certified letter to said Member's last known address. It is the responsibility of each Member to notify the Board of any change in address. If a Member fails to respond to the notice within seven (7) calendar days from the date of receiving the notice, it shall be considered a voluntary resignation. If a Member is unable to accept a position upon notification by the Board, the Member may request a leave of absence.
- C. Members shall be eligible for recall for a period of time equal to their seniority, but not more than two (2) years from the date of layoff.

# **ARTICLE 11**

## **VACANCIES AND TRANSFERS**

- 11.1 Vacancies are defined, for purposes of this Agreement, as available bargaining unit positions occurring under the following circumstances;
- A. When a new position is created;
  - B. When a position is vacated; or
  - C. When a part-time position becomes a full-time position.
- 11.2 When a vacancy arises, or is anticipated, for either a long-term or permanent position, Administration will place a copy of the job posting, including revised job postings, on designated employee bulletin boards and on the District website for five (5) business days. In addition, Administration will send a copy of the job posting to the LIESP President and to all employees via e-mail to their District e-mail addresses. It will be assumed that employees who do not have District e-mail addresses will be notified of any job postings by their placements on designated employee bulletin boards or on the District website.
- 11.3 The Board shall advise LIESP of all additions, deletions, and transfers of Members as they occur in writing or via e-mail.
- 11.4 Right-of-Assignment
- It is understood that Administration reserves the right to assign Members within the same classification as long as eligibility for contractual insurance benefits is not impacted; however, whenever there is a vacancy, Members interested in filling said vacancy may submit a letter of interest to the appropriate Administrator.
- 11.5 Long-Term, Non-Permanent Positions
- Whenever a vacancy in a long-term, non-permanent position occurs (i.e., the position has definite starting date and a definite ending date) the job posting will specify the ending date.
- 11.6 Nondiscrimination Statement
- The Board of Education does not discriminate on the basis of religion, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, marital or family status, genetic information, height, weight, military status, ancestry, or any other statutorily protected category (collectively "Protected Classes") in its programs, activities, or employment. The following individuals have been designated by the Board of Education as the District's Compliance Officers to handle inquiries regarding the District's nondiscrimination, prohibition against discrimination based on disability, and anti-harassment policies: Michelle Proulx, Director of Special Education (student-related) or Ann M. Schwieman, Director of Administrative Services and Personnel (staff-related); Address (for mailing purposes only): Lapeer County ISD Administration Building, 1996 W. Oregon St., Lapeer, MI 48446; Phone (to speak to or schedule an appointment with a Compliance Officer): (810) 664-5917.

# **ARTICLE 12**

## **GRIEVANCE PROCEDURE**

### **12.1 Definitions**

- A. A grievance is defined as a claim by a member(s) or LIESP that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. All time limits herein shall consist of workdays. Time limits may be extended only upon written mutual consent of the parties. Workdays for Instructional Aides are defined as those days outlined by the regular and extended year calendars. Workdays for all other members shall not include Saturdays, Sundays, Holidays or days when the member is not regularly scheduled to work.
- C. All grievances and dispositions shall be completed in writing on the forms set forth in this Agreement. LIESP shall be provided the appropriate copies of these forms. See Appendix B.
- D. Written grievances as required herein shall contain the following:
  - 1. Signature(s) of the grievant(s);
  - 2. A statement of the facts giving rise to the alleged violation;
  - 3. Citation(s) of the section or subsections of this Agreement that has been allegedly violated;
  - 4. Date of the alleged violation; and
  - 5. The relief requested.

### **12.2 Purpose**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level. Nothing contained herein shall be construed as limiting the right of any Member(s) with a grievance to discuss the matter informally with an appropriate member of the Administration.

LIESP and the appropriate Administrator shall attempt to resolve the conflict through direct discussion between the parties involved. Said discussion shall take place within five (5) workdays of the event giving rise to the conflict absent exigent circumstances. LIESP representative(s) may participate in any such discussion. Administration shall respond within ten (10) workdays of said discussion. The verbal discussion may be documented by either party in a written memo and signed by the Grievant or LIESP and the appropriate Administrator.

### **12.3 Procedure**

Level I (Administrator) - If no resolution is reached through direct discussion as provided for in Section 12.2, a grievance shall be submitted in writing to the appropriate Administrator within twenty (20) workdays of the direct discussion or the Grievance shall be considered null and void. See Appendix B – Official Grievance Form. Within ten (10) workdays of receipt of the Grievance, the Administrator and/or the Administrator's representative shall meet with the grievant(s) and LIESP Representative(s) in an

effort to resolve the Grievance. Within ten (10) workdays of said meeting, the Administrator or the Administrator's Representative shall provide a written copy of their disposition to LIESP.

Level II (Superintendent) - If the grievant(s) or LIESP is not satisfied with the disposition of the Grievance upon completion of Level I, or if no disposition has been provided within the timelines set forth under Level I, LIESP or the grievant(s) may file an appeal with the Superintendent or the Superintendent's designee. Said appeal shall be filed either within ten (10) workdays of the receipt of the disposition of the Grievance or, if no disposition has been provided, within ten(10) workdays of the deadline for providing such disposition as set forth under Level II. Failure to file an appeal within these timelines shall be considered an automatic withdrawal of the Grievance by the grievant(s) and/or LIESP. Within ten (10) workdays of the receipt of the appeal, the Superintendent or the Superintendent's designee shall meet with the grievant(s) and LIESP Representative in an effort to resolve the Grievance. Within ten (10) workdays of said meeting, the Superintendent or the Superintendent's designee shall provide a written copy of their disposition of the Grievance to LIESP.

Level III (Arbitration) - If LIESP is not satisfied with the disposition of the Grievance upon completion of Level II or, if no disposition has been provided within the timelines set forth under Level II, LIESP, if further action is to be pursued, shall notify the Superintendent, in writing, within ten (10) workdays of the receipt of the disposition of the Grievance or, if no disposition has been provided, within ten (10) workdays of the deadline for providing such disposition as set forth under Level II, that the Grievance is to be submitted to arbitration before an impartial arbitrator. Failure to submit a demand for arbitration within these timelines shall be considered an automatic withdrawal of the Grievance by LIESP. LIESP agrees not to submit for arbitration a grievance filed on behalf of a probationary employee. See Article 9.2(B).

The American Arbitration Association guidelines shall govern the arbitration proceedings, including the selection of the arbitrator. Both parties agree that the decision of the arbitrator shall be final and binding, subject to the right of the Board or LIESP to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect. The fees and expenses of the arbitrator shall be shared equally by the parties.

12.4 The arbitrator shall have no power to:

- A. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. Establish salary scales.
- C. Interpret State or Federal law unless specifically referred to in this Agreement.
- D. Order any monetary adjustments when no financial loss has been incurred.
- E. Make any arbitration awards or grievance settlements retroactive beyond the date of occurrence or non-occurrence of the event upon which a grievance is based.
- F. Rule on any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified by the Civil Rights Commission, the Workers' Compensation Agency, or the Employment Relations Commission.
- G. Rule on any matter involving a prohibited subject of bargaining under state or federal law.

12.5 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall

use its best efforts to process such grievance prior to the end of the school term, or as soon thereafter as possible. Any grievance upon which a disposition is not made by the District within the time limits prescribed, or any extension which may have been mutually agreed to, shall be referred by LIESP to the next step in the Grievance Procedure. Any grievance not carried to the next step by LIESP within the prescribed time limits, as set forth in this Article or such extension which may have been agreed to, in writing, shall be considered automatically withdrawn.

12.6 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

12.7 Rights to Representation

- A. LIESP shall designate a representative to be present at all formal levels of the Grievance Procedure when requested by the grievant.
- B. LIESP has the right to initiate Association Grievances. These grievances may be initiated at either Level I or II, depending on where the decision being grieved originated. Grievances filed at Level II must be filed in writing within twenty (20) workdays from the alleged occurrence.
- C. LIESP shall have the exclusive right to determine whether or not to process a grievance by an employee or group of employees at Level III of the Grievance Procedure.

12.8 General Provisions

- A. A grievance may be withdrawn at any level without establishing a precedent. A complaint or grievance may be withdrawn at any level without prejudice or record.
- B. Information necessary to the determination and processing of any grievance shall be furnished upon request.
- C. Documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the Members.

## **ARTICLE 13**

### **CALENDAR (WORKHOURS AND WORKDAYS)**

13.1 Negotiation of Calendar

A. Full-Time Instructional Aides

At least one (1) Member designated by LIESP will meet with Administration to negotiate the specific workdays and workhours for full-time Instructional Aides that are not mandated by law to be adopted by the District (i.e., Winter and Spring Breaks), as well as the make-up of "Act of God" workdays and workhours. The District will provide LIESP with its calendar proposal no later than March 31st of each year for the following school year. The calendar will, at a minimum, provide for the number of student instructional days and/or hours as required by the Revised School Code and any pertinent Special Education laws and/or administrative rules. "Act of God" workdays and workhours will be made up as required by law and will not result in the payment of extra compensation.

B. Professional Assistants

Professional Assistants not assigned to work in the center-based Special Education program will submit a work schedule based on their caseloads to the Director of Special Education for approval. The schedule will, at a minimum, provide for the requisite number of workdays and workhours in accordance with this Agreement. Reasonable planning, travel, assessment, and meeting time will be included in the schedule.

13.2 Workdays

A. Full-Time Instructional Aides

There will be 185 workdays scheduled between July 1st and June 30th.

B. Full-Time Professional Assistants

There will be 187 workdays scheduled between July 1st and June 30th.

C. Part-Time Instructional Aides

Number of workdays will vary based upon student need.

D. Part-Time Professional Assistants

Number of workdays will vary based upon student need

E. Job Coaches

Number of workdays will vary based upon student need.

13.3 Workhours

A. Standard

1. *Full-Time Instructional Aides*

Full-time Instructional Aides will have a workday of six (6) hours and forty-five (45) minutes, plus a thirty (30)-minute unpaid, duty-free lunch period. Lunch periods will start no earlier than 10:15 am and will end no later than 1:15 pm absent extenuating circumstances.

2. *Full-Time Professional Assistants*

Full-time Professional Assistants will have a workday of either six (6) hours and forty-five (45) minutes, plus a thirty (30)-minute unpaid, duty-free lunch period or seven (7) hours and fifteen (15) minutes, plus a thirty (30)-minute unpaid, duty-free lunch period, based on Administration discretion.

3. *Part-Time Instructional Aides*

a. Part-time Instructional Aides will have a workday that varies based upon student need, but in the event a part-time Instructional Aide is scheduled to work at least five (5) hours and thirty (30) minutes, he/she will be entitled to a thirty (30)-minute unpaid, duty-free lunch period.

b. No part-time Instructional Aide will be scheduled to work more than twenty-nine (29) hours/week.

- c. Part-time Instructional Aides will be provided with a written schedule by Friday for the following week; however, it is understood that said schedule is subject to change. If said schedule does change, Administration will make every effort to provide the affected part-time Instructional Aide(s) with a minimum 1-day notice of change.

4. *Part-Time Professional Assistants*

- a. Part-time Professional Assistants will have a workday that varies based upon student need, but in the event a part-time Professional Assistant is scheduled to work at least five (5) hours and thirty (30) minutes, he/she will be entitled to a thirty (30)-minute unpaid, duty-free lunch period.
- b. No part-time Professional Assistant will be scheduled to work more than twenty-nine (29) hours/week.
- c. Part-time Professional Assistants will be provided with a written schedule by Friday for the following week; however, it is understood that said schedule is subject to change. If said schedule does change, Administration will make every effort to provide the affected part-time Professional Assistant(s) with a minimum 1-day notice of change.

5. *Job Coaches*

- a. Job Coaches will have a workday that varies based upon student need, but in the event a Job Coach is scheduled to work at least five (5) hours and thirty (30) minutes, he/she will be entitled to a thirty (30)-minute unpaid, duty-free lunch period.
- b. Job Coaches will be paid for 1 hour of work if they report for work, but are sent home because of a job site cancellation.
- c. No Job Coach will be scheduled to work more than twenty-nine (29) hours/week.
- d. Job Coaches will be provided with a written schedule by Friday for the following week; however, it is understood that said schedule is subject to change. If said schedule does change, Administration will make every effort to provide the affected Job Coach(es) with a minimum 1-day notice of change.

B. Professional Development and In-Service Days

Professional Development and In-Service Days will be no more than six (6) hours, which will include a forty-five (45) minute working lunch period.

13.4 Members Assigned to Local District Buildings

Members assigned to local district buildings will be required to:

- A. Follow the local district's calendar; and
- B. Attend the District's annual staff orientation, as well as any other mandatory all-staff meetings.

13.5 Break

No Member will be required to work more than three and one-half (3 ½) consecutive hours without being given one (1), ten (10)-minute break, as long as this break doesn't interfere with student activities, as determined by Administration. Breaks will not occur at the beginning or end of the workday unless Administration gives prior approval.

### 13.6 Reporting of Absences

If a Member is unable to report to work on time, the Member must contact his/her immediate supervisor, or the supervisor's designee, and give him/her an estimated time of arrival. If a Member is unable to report for work at all, the Member must report his/her absence at least one (1) hour prior to the Member's normal reporting time, except in an emergency when it may not be possible or practical for the Member to provide such advance notice.

### 13.7 Closings

- A. Classes for students at the Education and Technology Center (ETC) may be cancelled due to inclement weather or other emergency (i.e., "Act of God" days/hours). If classes are cancelled prior to the workday, Members who are assigned to ETC will not be expected to report to work. If classes are cancelled during the workday, Members who are assigned to ETC will be allowed to leave within fifteen (15) minutes of the students' dismissal and will not suffer a loss of pay.
- B. If classes for students at a local district building are cancelled, either prior to or during the workday, Members assigned to those buildings will not be expected to report/continue to work or suffer a loss of pay.
- C. In the event a Member is unable to report to work as scheduled because the weather conditions between his/her normal place of residence and his/her scheduled destination are so severe that his/her health or safety would be threatened by attempting to report, he/she may use a Personal Business or Sick Day and will not be penalized for failing to report.
- D. All District buildings and offices may be closed for inclement weather when the Superintendent determines that weather conditions are so severe that it is not reasonable to remain open. In this event, Members will not be expected to report/continue to work or suffer a loss of pay.

### 13.8 Mandatory Activities

#### A. Staff Meetings

Participation in Staff Meetings will be mandatory for Members at the discretion of Administration, absent extenuating circumstances.

#### B. Annual Open House

Participation in the Annual Open House will be mandatory for Members at the discretion of Administration, absent extenuating circumstances, and will not result in the payment of additional compensation. However, an Early Release Day will be negotiated by the parties for Members who participate in the Annual Open House.



## **ARTICLE 14**

### **CONTINUITY OF OPERATIONS**

- 14.1 Both parties recognize the importance of uninterrupted operation of the instructional program during the school year. LIESP agrees that neither it, nor any of its members, will participate in, authorize, assist, or support any strike, slowdown, or work stoppage of any kind in this district, including "mass sickness" or any other interruption of activities. Members who violate this provision may be disciplined, up to and including discharge. In the event of any such violation of this article, LIESP shall endeavor to return Members to work as expediently and quickly as possible by:
- A. Taking prompt, affirmative action to prevent strikes or picketing or any other action as described above by notifying the employees and the public that LIESP disavows their action; Delivering immediately to the Board, a notice addressed to all Members repudiating such acts of the Members and ordering them to cease such acts and return to work; and
  - B. Taking such other action that is reasonable and appropriate to bring about compliance with the terms of this Agreement.

## **ARTICLE 15**

### **BENEFITS AND LEAVES**

#### **15.1 Retirement**

If required by law, the District will pay its portion of the retirement contribution to the Michigan Public School Member's Retirement System (MPERS).

#### **15.2 Insurances**

##### **A. Plan(s) and Carrier(s)**

LIESP must inform the District of the insurance plan(s) and carrier(s) of its choice no later than November 30th of each year. All health insurance plans chosen by LIESP must be affordable as defined by the Affordable Care Act as long as the Affordable Care Act is in effect. District will confirm said plans are affordable.

##### **B. Health, Dental, and Vision**

After ninety (90) calendar days of employment with the District, a Member whose normal work-shift is thirty (30) or more hours per week and his/her eligible dependents will be provided health, dental, and vision insurance coverages.

##### **1. *Cash Option***

- a. An eligible Member may elect to receive a \$150 cash option per month in lieu of receiving the District's health insurance coverage. Payment of the cash option will begin the month that the District would have begun paying the premiums had the Member elected to receive coverage.

- b. An eligible Member who loses health insurance coverage under another health insurance plan will be able to resume coverage under this Agreement at any time. Payment of the cash option will cease upon the effective date of the coverage. In this event, the Member must enroll in the District's health insurance plan within thirty (30) days of the date of loss.
  2. The open enrollment period for health insurance is November 1st – November 20th, with an effective date of January 1st.
- C. Life and Long-Term Disability

After ninety (90) calendar days of employment with the District, a Member whose normal work-shift is thirty (30) or more hours per week will be provided life and long- term disability insurance coverages.
- D. Short-Term Disability

After ninety (90) calendar days of employment with the District, a Member whose normal work-shift is thirty (30) or more hours per week will be paid his/her standard pay while he/she is on a Medical Leave from the 41st workday thru the 90th calendar day unless it is paid by the long-term disability insurance carrier.
- E. Termination of Coverages

Insurance coverages will be terminated on the last day of the month of a Member's last day of employment.
- F. Dual Coverage
  1. Members who are eligible for health insurance coverage may not have dual health insurance coverage under both the District's health insurance plan ("District's coverage") and the health insurance plan provided by the employer of a spouse or other family member ("other coverage"); however, dual coverage is allowed for dental and vision insurance coverages.
  2. During the open enrollment period, which begins November 1st, all eligible Members must sign a statement indicating whether or not they have dual health insurance coverage. Members who have dual health insurance coverage will have sixty (60) days to elect to continue the other coverage and drop the District's coverage, or to continue the District's coverage. If the District's coverage is elected, the Member must provide written authorization to permit the District to confirm with the other health insurance carrier that the other coverage has been dropped. Should a Member fail to make an election within the 60-day time period, the District will have the right to discontinue the District's coverage.
  3. Members who maintain dual health insurance coverage contrary to the terms of this provision will be required to reimburse the District for the cost of the District's coverage for all months in which the dual health insurance coverage was in effect. This reimbursement will be paid thru payroll deductions. In addition, disciplinary action will be imposed.
  4. Members whose spouses have mandatory health insurance coverage are exempt from this provision.

G. Member Contribution

1. The maximum allowance for insurance coverages (other than short-term disability) to be paid by the District, which includes all related costs such as fees, taxes, and assessments, will not be more than that allowed under the Publicly Funded Health Insurance Contribution Act ("Legislative Cap") or six percent (6%) of the previous year's maximum allowance ("Contract Cap"), whichever is the least cost to the District.
2. Should the actual cost to the District for said insurance coverages exceed the maximum allowance, it is expressly understood that each Member will be financially responsible for the difference, which will be paid in the form of a Member contribution thru payroll deductions. Said deductions will be made on a monthly basis beginning in January.
3. The District will pay the Legislative Cap for health insurance coverage, including premiums and contributions to health savings accounts, as well as all related costs such as fees, taxes, and assessments.
4. Monthly Maximum Allowances

		2021-22	2022-23	2023-24
Legislative Caps				
Health		Determined by PA 152 of 2011		
Contract Caps				
Health, Dental, Vision, Life, and Long-Term Disability		\$2,477.96	\$2,626.63	\$2,784.23
Dental, Vision, Life, and Long-Term Disability	Single:	\$117.03	\$124.05	\$131.49
	2-Person:	\$178.27	\$188.96	\$200.30
	Family:	\$287.01	\$304.23	\$322.48

5. Calculation

Member contributions will be calculated on a composite basis.

15.3 Paid-Leave

A. All Members except Job Coaches

NOTE: It is expressly understood that the terms "Member" or "Members" used in this section do not apply to Job Coaches.

The following paid-leave will be provided to all Members; however, Members working less than full-time will receive a pro-rated portion of paid-leave:

1. *Sick Days* – Ten (10) per fiscal year, credited on July 1st.
  - a. Members may accumulate up to sixty (60) Sick Days.
  - b. Sick Days are to be used as follows:
    - i. For a Member to recover from an illness or injury, or for a Member to provide necessary care for an ill or injured member in the Member's immediate family, which includes the following:
      - \* Spouse
      - \* Member's or Member's Spouse's
        - Parent

- Step-parent
- Sibling
- Step-sibling
- Child
- Step-child
- Other legal dependents living in the household.

ii. For a Member to make arrangements for medical or nursing care for a member in the Member's immediate or extended family, which includes the following:

- \* Spouse
- \* Member's or Member's Spouse's
  - Parent
  - Step-parent
  - Sibling
  - Step-sibling
  - Child
  - Step-child
  - Other legal dependents living in the household
  - Grandparent
  - Grandchild.

- c. Members who have banked Sick Days as of 7/1/12 will be allowed to maintain those banked Sick Days for reimbursement purposes of \$45 per day for each unused banked Sick Day upon separation from employment.
- d. A Member who uses more than five (5) consecutive Sick Days may be required to provide documentation, such as a statement from a health care provider, detailing the nature of the illness or injury necessitating the use. A statement from a health care provider that has a stamped signature may not be accepted.
- e. Disciplinary action may be imposed on Members who misuse or abuse the use of Sick Days.

2. *Personal Business Days* – Two (2) per fiscal year, credited on July 1st.

- a. Unused Personal Business Days will convert to Sick Days at the end of the fiscal Year.
- b. Personal Business Days are to be used for personal business that cannot be conducted at times other than during normal workhours. Requests for Personal Business Days may be granted for the purpose of conducting religious affairs. Except in the case of an emergency, requests for Personal Business Days must be submitted at least three (3) days in advance. Members will not have to provide explanations as to the reasons for their requests.

3. *Bereavement Days*

- a. Three (3), or up to five (5) at the Superintendent's discretion for extenuating circumstances, per death in the immediate or extended family, which includes the following:

- \* Spouse
- \* Member's or Member's Spouse's
  - Parent
  - Step-parent
  - Sibling
  - Step-sibling
  - Child
  - Step-child
  - Other legal dependents living in the household
  - Grandparent
  - Grandchild.

b. One (1) per year for a death of a person that is not in the immediate or extended family.

4. *Conference Days*

Conference Days may be used for attendance at conferences, workshops, seminars, or training sessions that are related to a Member's job duties and responsibilities.

5. *Jury Duty Days*

A Member who is summoned for jury duty, or subpoenaed for other court-related matters, during normal work hours will be paid his/her standard pay that would have been earned during the same period. Any fees paid to the Member by the court must be paid to the District, less mileage and meal expenses.

6. *Association Days*

In the event LIESP requests to send up to two (2) representatives to local, state, or national conferences conducted by LIESP, the MEA, or the NEA to further its own professional purpose or other business leave pertinent to LIESP affairs, said representatives will be excused providing 1) the frequency does not impair the quality effect of classroom education and 2) that said request has been submitted to Administration for approval as soon as possible prior to the leave.

B. If applicable, LIESP will reimburse the District for the cost of substitutes.

C. Job Coaches

Job Coaches will be provided seven (7) Paid Time Off (PTO) Days, which may be used for sick, personal business, bereavement, conference, jury duty or association purposes as defined in Section 15.3(A). PTO Days will be credited on July 1st.

D. Requests for Paid-Leave

Administration, in its sole discretion, reserves the right to grant or deny requests for paid-leave.

E. Re-Payment of Used, but Unearned, Paid-Leave

It is expressly understood that while Sick and Personal Business Days are credited on July 1st, said days are not actually earned until a Member works one-tenth (1/10) of the negotiated workdays. Therefore, a Member who separates from employment will be required to reimburse

the District for any used, but unearned, Sick or Personal Business Days. This reimbursement will be paid thru payroll deductions.

F. Sick Bank

1. A reserve of Sick Days will be established and maintained in a Sick Bank for use by full-time Members.
2. Upon hire, or accretion to LIESP, each full-time Member (i.e., a Member whose normal work-shift is thirty (30) or more hours per week) will be required to contribute one (1) Sick Day to the Sick Bank. In addition, when the Sick Bank has less than one-hundred (100) Sick Days, each full-time Member will be required to contribute one (1) Sick Day to the Sick Bank.

NOTE: Members accreted to LIESP upon ratification of this Agreement will be required to contribute one (1) Sick Day to the Sick Bank on July 1, 2016.

3. A Sick Bank Committee will be established by LIESP, which will be responsible for establishing and administering Sick Bank Guidelines that will outline the process for borrowing Sick Days from the Sick Bank.
4. Members who borrow Sick Days from the Sick Bank must re-pay them at the rate of three (3) per year; however, Members who owe more than thirty (30) Sick Days to the Sick Bank must re-pay them at the rate of five (5) per year.
5. Upon separation of employment, the District will deduct from either the balance of a Member's Sick Day or Personal Business Day accruals, or the equivalent amount in compensation, any Sick Bank Days owed to the Sick Bank.

15.4 Unpaid Leave

Administration, in its sole discretion, reserves the right to grant or deny requests for unpaid leave.

15.5 Medical Leave

- A. A Member who is unable to work as the result of an injury or illness will be placed on a Medical Leave, which is a status designation that is unrelated to any compensation the Member may be entitled to (e.g., paid-leave, short-term disability, long-term disability, or workers' compensation).
- B. A Member who was placed on a Medical Leave, returns-to-work, and then is subsequently unable to work as the result of the same injury or illness will be placed on a continuation of the original Medical Leave.

C. Insurance Premiums

1. The District agrees to pay the premiums for a Member's health, dental, vision, long-term disability, and life insurance coverages, if said coverages are provided by the District, for up to one (1) year while the Member is on a Medical Leave unless said premiums are either waived or paid by the long-term disability insurance carrier.
2. A Member who is on a Medical Leave for more than one (1) year must pay the premiums for the Member's health, dental, vision, long-term disability, and life insurance coverages after the first (1st) year.

D. Family and Medical Leave Act (FMLA) Leave

1. A Medical Leave, or portion thereof, that qualifies for protection under FMLA will be categorized as FMLA Leave.
2. Members will have the right to maintain up to five (5) Sick Days while on a FMLA Leave.

E. Workers' Compensation

In cases of disability resulting clearly from work-related injury or illness as determined by the Administration, the combination of Workers' Compensation payments, long term disability (LTD) payments, and gross payroll for the period of disability shall not be less than seventy-five percent (75%) of the normal gross pay which would have been earned during the same period and further in the event the disability is less than the required days for Workers' Compensation payment, the member will receive the member's normal gross pay and no charges will be made against personal sick leave accumulation. The member will apply for LTD. However, in no instance shall payroll reimbursement be made when Workers' Compensation and LTD is equal to or greater than seventy-five percent (75%) of the normal gross pay for said period.

15.6 Involuntary Examinations

The District may require a Member to submit to a physical or mental examination by a health-care provider of the District's choosing at the District's expense to determine if a Member should be placed on an involuntary Medical Leave. Except in unusual circumstances when appropriate specialists are not available, said examinations will be conducted in Lapeer County or counties that are contiguous to Lapeer County.

15.7 College Credits

Members who were receiving compensation for college credits earned upon ratification of this Agreement will continue to receive said compensation for the duration of this Agreement.

## **ARTICLE 16**

### **COMPENSATION**

- 16.1 The annual and/or hourly wages for Members shall be set forth in Appendix A (Wages and Longevity.)
- 16.2 Members who are paid on a salary basis (i.e., in bi-weekly installments) shall not be required to work more days/hours than the negotiated calendar without receiving additional compensation. Compensation for additional days/hours shall be paid at the hourly rate set forth in Appendix A (Wages and Longevity.)
- 16.3 Absences resulting in no pay shall be deducted as follows:

Hours\* Absent x Hourly Rate (see Appendix A) = Amount of Deduction

\* For periods of absences less than a full quarter hour (i.e., fifteen (15) minutes), rounding up to the next quarter hour will occur. (E.g. 1 hour and 12 minutes = 1 hour, 15-minute deduction; 2 hours and 35 minutes = 2 hour, 45-minute deduction.)

- 16.4 Mileage reimbursement for use of personal automobiles on approved District business shall be reimbursed at the IRS rate.
- 16.5 Annual step increases for eligible Members shall take effect on July 1st.
- 16.6 In order to be eligible for a step increase, a Member must have been employed by the District for at least six (6) months and must have received either a satisfactory or needs improvement rating on his/her most recent annual performance evaluation.
- 16.7 Upon ratification of this Agreement, eligible Members will receive one (1) step increase, as well as one (1) step increase each July 1st for the duration of this Agreement.

## **ARTICLE 17**

### **MISCELLANEOUS**

- 17.1 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 the parties in written and signed amendments to this Agreement.
- 17.2 This Agreement shall supersede any rules, regulations, or practices that are contrary to or inconsistent with its terms.
- 17.3 If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.
- 17.4 Should the District be combined with one or more other Districts, the Board shall provide written recommendations for continued employment of all Members.
- 17.5 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and LIESP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 17.6 LIESP shall designate a Member as a representative of LIESP, known as the Association Representative ("AR"). Administration and the AR shall meet on a regular basis as mutually determined by the parties for the purpose of reviewing the administration of this Agreement and resolving related issues.
- 17.7 Members who have been employed by the District for at least one (1) year as of September 15, 2021 and who are active (i.e., not on a medical leave or other leave of absence) as of November 12, 2021 will receive a \$500 stipend in their November 26, 2021 paychecks.




## ARTICLE 18


### DURATION OF AGREEMENT

- 18.1 This agreement shall be effective upon ratification by the Board of Education and shall expire at 11:59 pm on June 30, 2024.
- 18.2 If, pursuant to negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.
- 18.3 There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) copy by LIESP, and one (1) by the MEA UniServ Director.
- 18.4 Copies of this Agreement, titled "Master Agreement between the Lapeer County Intermediate School District Board of Education and the Lapeer Intermediate Educational Support Personnel Association (LIESP) - an affiliate of the MEA/NEA 2021-24" shall be printed at the expense of the Board within thirty (30) calendar days after the Agreement is signed and copies presented to all current and future Members.
- 18.5 Ten (10) additional copies of the Agreement shall be sent to the President of LIESP.

IN WITNESS THEREOF, the parties have executed this agreement by their duly authorized representatives on the 15<sup>th</sup> day of September, 2021.

#### Board of Education

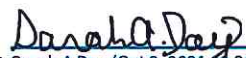
BY:   
Larry Czapiewski  
Board President

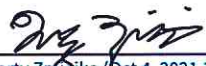
BY:   
Paul Bowman  
Board Vice-President

BY:   
Steven A. Zott  
Superintendent

BY:   
Ann M. Schwieman (Oct 5, 2021 14:56 EDT)  
Ann M. Schwieman  
Chief Negotiator for the Board

#### LIESP

BY:   
Sarah A Day (Oct 2, 2021 08:26 EDT)  
Sarah Day  
LIESP President and Co-Chief Negotiator

BY:   
Marty Zmiejko (Oct 4, 2021 18:20 EDT)  
Marty Zmiejko  
MEA UniServ Director and Co-Chief Negotiator

BY:   
Andrea Henderson  
LIESP Negotiator

BY:   
Dentson Ray Moore (Oct 4, 2021 19:02 EDT)  
Dentson Moore  
LIESP Negotiator

BY:   
Heidi Schalau (Oct 5, 2021 14:32 EDT)  
Heidi Schalau  
LIESP Negotiator











# 00. 2021-24 LIESP Contract (BOE Mtg 9.15.21) - Final












Final Audit Report

2021-10-05

Created:	2021-09-29
By:	Kendra Bostian (kbostian@lapeerisd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUqTrPMIGW_xePIGAex1Ntu7fcrjT6tHn

## "00. 2021-24 LIESP Contract (BOE Mtg 9.15.21) - Final" History

-  Document created by Kendra Bostian (kbostian@lapeerisd.org)  
2021-09-29 - 3:51:11 PM GMT- IP address: 207.73.253.46
-  Document emailed to Sarah A Day (sday@lapeerisd.org) for signature  
2021-09-29 - 3:53:15 PM GMT
-  Email viewed by Sarah A Day (sday@lapeerisd.org)  
2021-09-29 - 3:53:19 PM GMT- IP address: 74.125.212.71
-  Email viewed by Sarah A Day (sday@lapeerisd.org)  
2021-10-01 - 1:08:49 PM GMT- IP address: 74.125.212.93
-  Email viewed by Sarah A Day (sday@lapeerisd.org)  
2021-10-02 - 1:24:52 PM GMT- IP address: 74.125.212.73
-  Document e-signed by Sarah A Day (sday@lapeerisd.org)  
Signature Date: 2021-10-02 - 1:26:53 PM GMT - Time Source: server- IP address: 172.222.36.94
-  Document emailed to Marty Zmiejko (mzmiejko@mea.org) for signature  
2021-10-02 - 1:26:55 PM GMT
-  Email viewed by Marty Zmiejko (mzmiejko@mea.org)  
2021-10-02 - 1:27:10 PM GMT- IP address: 174.84.45.244
-  Email viewed by Marty Zmiejko (mzmiejko@mea.org)  
2021-10-03 - 1:31:41 PM GMT- IP address: 104.28.133.146
-  Email viewed by Marty Zmiejko (mzmiejko@mea.org)  
2021-10-04 - 3:29:57 PM GMT- IP address: 172.226.68.198

-  Document e-signed by Marty Zmiejko (mzmiejko@mea.org)  
Signature Date: 2021-10-04 - 10:20:02 PM GMT - Time Source: server- IP address: 96.88.132.77
-  Document emailed to Dentson Ray Moore (dentson.moore@lapeerisd.org) for signature  
2021-10-04 - 10:20:04 PM GMT
-  Email viewed by Dentson Ray Moore (dentson.moore@lapeerisd.org)  
2021-10-04 - 10:57:52 PM GMT- IP address: 74.125.212.71
-  Document e-signed by Dentson Ray Moore (dentson.moore@lapeerisd.org)  
Signature Date: 2021-10-04 - 11:02:16 PM GMT - Time Source: server- IP address: 24.180.186.144
-  Document emailed to Heidi schalau (hschalau@lapeerisd.org) for signature  
2021-10-04 - 11:02:17 PM GMT
-  Email viewed by Heidi schalau (hschalau@lapeerisd.org)  
2021-10-04 - 11:17:01 PM GMT- IP address: 74.125.212.93
-  Document e-signed by Heidi schalau (hschalau@lapeerisd.org)  
Signature Date: 2021-10-05 - 6:32:11 PM GMT - Time Source: server- IP address: 207.73.253.46
-  Document emailed to Ann M. Schwieman (aschwieman@lapeerisd.org) for signature  
2021-10-05 - 6:32:13 PM GMT
-  Email viewed by Ann M. Schwieman (aschwieman@lapeerisd.org)  
2021-10-05 - 6:56:21 PM GMT- IP address: 74.125.212.85
-  Document e-signed by Ann M. Schwieman (aschwieman@lapeerisd.org)  
Signature Date: 2021-10-05 - 6:56:55 PM GMT - Time Source: server- IP address: 207.73.253.46
-  Agreement completed.  
2021-10-05 - 6:56:55 PM GMT

# APPENDIX A

## WAGES AND LONGEVITY

### I. Instructional Aides

#### A. Salary Schedule

Step	2021-22 Annual/Hourly Rate (1.75% Increase from 2020-21)		2022-23 Annual/Hourly Rate (1.75% Increase from 2021-22)		2023-24 Annual/Hourly Rate (1.75% Increase from 2022-23)	
1	\$18,219.27	\$14.59	\$18,543.94	\$14.85	\$18,868.62	\$15.11
2	\$19,817.67	\$15.87	\$20,167.32	\$16.15	\$20,529.45	\$16.44
3	\$21,278.70	\$17.04	\$21,653.33	\$17.34	\$22,040.44	\$17.65
4	\$22,702.28	\$18.18	\$23,101.88	\$18.50	\$23,513.97	\$18.83
5	\$24,213.27	\$19.39	\$24,637.84	\$19.73	\$25,074.90	\$20.08
6	\$25,649.33	\$20.54	\$26,098.88	\$20.90	\$26,560.92	\$21.27
7	\$27,072.90	\$21.68	\$27,547.43	\$22.06	\$28,034.44	\$22.45

Annual salaries are based on 185 days @ 6.75 hours/day (1,248.75 hours total)

#### B. Longevity

Any Instructional Aide whose employment with the District is discontinued during the course of a year shall be paid a pro-rated amount.

0 – 6 years	None
7 years	\$250
8 – 11 years	\$350
12 – 15 years	\$400
16 – 19 years	\$450
20 years and over	\$500

Longevity pay is based upon completed years of service in accordance with seniority accrual.

If by June 30<sup>th</sup> the requisite number of years has been completed, payment will be made on the second (2<sup>nd</sup>) pay of September.

## II. Professional Assistants

### A. Salary Schedule

Step	2021-22 Hourly Rates (1.75% Increase from 2020-21)	2022-23 Hourly Rates (1.75% Increase from 2021-22)	2023-24 Hourly Rates (1.75% Increase from 2022-23)
1	\$25.89	\$26.35	\$26.82
2	\$26.97	\$27.45	\$27.93
3	\$27.49	\$27.98	\$28.47
4	\$28.58	\$29.08	\$29.59
5	\$29.65	\$30.17	\$30.70

Annual salaries will be based on 187 days @ either 6.75 hours/day (1,262.25 hours total) or 7.25 hours/day (1,355.75 hours total)

### B. Longevity

Any Professional Assistant whose employment with the District discontinued during the course of a year shall be paid a pro-rated amount.

0 – 4 years	None
5 – 7 years	\$250
8 – 11 years	\$300
12 – 15 years	\$350
16 – 19 years	\$400
20 years and over	\$450

Longevity pay is based upon completed years of service in accordance with seniority accrual.

If by June 30<sup>th</sup> the requisite number of years has been completed, payment will be made on the second (2<sup>nd</sup>) pay of September.

### III. Job Coaches

#### A. Wage Schedule

Step	2021-22 Hourly Rates (1.75% Increase from 2020-21)	2022-23 Hourly Rates (1.75% Increase from 2021-22)	2023-24 Hourly Rates (1.75% Increase from 2022-23)
1	\$11.25	\$11.45	\$11.65
2	\$11.76	\$11.97	\$12.18
3	\$12.32	\$12.54	\$12.76
4	\$12.82	\$13.05	\$13.28
5	\$13.38	\$13.62	\$13.86



**APPENDIX B**  
**OFFICIAL GRIEVANCE FORM**

Number: \_\_\_\_\_

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

Name: \_\_\_\_\_

School: \_\_\_\_\_ Date Grievance Occurred: \_\_\_\_\_

\_\_\_\_\_  
Level Submitted

\_\_\_\_\_  
Individual Grievance

\_\_\_\_\_  
Association Grievance

(Attach additional sheets where necessary)

Contract Citations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant:

\_\_\_\_\_

Signature indicating receipt of form:

\_\_\_\_\_

Received by \_\_\_\_\_

Date Received \_\_\_\_\_

Submit all copies to Designated Administrator or Secretary. The Designated Administrator or Secretary will sign and date receipt.

Distribution:

One copy each to: Association Office - Designated Administrator - Grievant

## **APPENDIX C**

### **CALENDAR(S)**

See attachment for the Special Education Calendar.