

Master Agreement

between the

*Lapeer County Intermediate School District
Board of Education*

and the

*Lapeer Intermediate
Special Education Association (LISEA) -
an affiliate of the MEA/NEA*

2021-24

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ARTICLE 1

RECOGNITION

- 1.1 The Board of Education of the Lapeer County Intermediate School District ("Board") hereby recognizes the Lapeer Intermediate Special Education Association ("LISEA"), 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 certified or licensed professional special education personnel, whether active or on leave, employed by the Lapeer County Intermediate School District ("District").
- 1.2 Professional special education personnel are defined as all special education teachers, teacher consultants and other itinerants (such as music therapists, speech and language pathologists, occupational therapists, physical therapists, social workers, psychologists, behavior specialists, educational audiologists, and early interventionists), and school nurses unless such positions are temporary. Such representation will exclude teachers for the homebound/hospitalized, persons engaged at least fifty percent (50%) of the time in an administrative or supervisory capacity and positions that are funded primarily by grant dollars. The term "Member" refers to all employees represented by LISEA.
- 1.3 The Board agrees not to negotiate with or recognize any labor organization other than LISEA 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 curriculum development; and the selection, direction, transfer, promotion or demotion, 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 LISEA and its representatives may use rooms in ISD owned and operated buildings, facilities, and equipment on regular business days during normal operating hours for conducting LISEA business, provided that this usage shall not interfere with or disrupt normal District operations and that there are rooms available. LISEA shall follow the District's policy and administrative guidelines related to Facilities Usage. LISEA may be required to reimburse the District for related costs.
- 3.2 Membership insignia or pins appropriate for normal wear may be worn by Members.
- 3.3 LISEA may post notices of activities and matters of LISEA concern on designated bulletin boards. LISEA may use the District mail and employee mailboxes for communication to Members.
- 3.4 Prior to the adoption of any revision or addition to Board Policy, the LISEA President shall be forwarded a copy of the proposed revision or addition.
- 3.5 LISEA shall be notified of proposed major changes in educational policy and programs.
- 3.6 Duly authorized representatives of LISEA shall be permitted to transact official LISEA 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.

ARTICLE 4

MEMBER RIGHTS AND PROTECTION

- 4.1 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, Teachers' Tenure Act, Public Employment Relations Act (PERA), or other applicable laws, rules, and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.2 Members may request from the Board permission to obtain personal copyrights for materials produced totally or in part on work time. All rights for materials produced by Members during other than work time remain the property of the Member.
- 4.3 Teachers believing that students who are inappropriately assigned may refer such students to the proper Administrator. That Administrator shall study said referral in considering the concern(s) and possible changes in the child's programming. An IEPT meeting may be initiated if deemed appropriate in accordance with the law.
- 4.4 For valid reasons, an Administrator shall be present at IEPT and MET meetings at the request of the teacher.

- 4.5 A Member may request administrative assistance concerning a student when the seriousness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in a classroom or office intolerable. In such cases, the Member will furnish Administration, as soon as the Member's obligations will allow, full particulars of the incident in writing. The student shall not be returned to the classroom until Administration has consulted with the student's teacher. Any removal of a student from a classroom because of behavioral issues that constitutes a change in placement must be done in accordance with Special Education Rules and Regulations.
- 4.6 If an Instructional Aide is granted a leave of absence during the school year, Administration will attempt to provide that classroom with the same substitute aide during the full leave of absence.
- 4.7 Serious confrontations and/or cases of assault resulting in gross bodily harm to a Member 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.
- 4.8 Members in addition to school nurses may be required to perform medical procedures. In the event said Members are required to perform medical procedures, Administration will provide proper instruction beforehand and a witness will be present.
- 4.9 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 to work.
- 4.10 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.

The District will provide facilities, equipment, supplies, services, and training 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 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 LISEA, 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 employees 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 LISEA and the Board.

ARTICLE 6

PERSONNEL FILES

6.1 A personnel file for each of the District's employees shall be maintained in the Board of Education's Office. The personnel file shall include the following information:

A. Employment Information

The employment information shall include, but not be limited to, the following: Pre-employment correspondence, application, university placement credentials, transcripts, certificate, personnel change form, and employment contract.

B. Evaluation Information

C. Disciplinary Information

D. Other Information

Other information shall include, but not be limited to, complaints against and commendations of a Member. It is agreed and understood that prior to the placement of a complaint against a Member in the Member's personnel file, it shall be properly investigated and found to be legitimate. Complaints of a serious nature made about a Member to Administration will be called to the Member's attention as soon as possible. If such complaints are to become part of the Member's personnel file, they shall be signed by the complaining party.

6.2 Member's Access to His or Her File

A Member may have access to his or her personnel file at all reasonable times, *i.e.*, during regular office hours. The Superintendent or the Superintendent's designee will be given written notice prior to such review and may be present during such review. In accordance with law, "if there is a disagreement with information contained in a personnel file, removal or correction of that information may be mutually agreed upon by the District and Member. If an agreement is not reached, the Member may submit a written statement explaining the Member's position,

which shall be included in the Member's personnel file." (see MCL 423.505)

6.3 Member's Access to His or Her File

No material, other than employment information (see definition above), originating after initial employment will be placed in the Member's personnel file unless the Member has had the opportunity to review and sign the material. If the Member is asked to sign the material, such signature shall be understood to indicate the Member's awareness of the material, but in no instance shall the Member's signature be interpreted to mean agreement with the content of the material. The Member may submit a written statement regarding any material and the same shall be attached to the file copy of the material in question. If the Member believes that material to be placed the personnel file is untrue or inappropriate, (*i.e.* unrelated to the operation of the District), the Member may receive adjustment through the Grievance Procedure.

ARTICLE 7

SENIORITY

- 7.1 Seniority is defined as the length of continuous years on the LISEA seniority list as of the Member's first paid workday. For purposes of seniority, placement on the salary schedule, and other provisions of this contract, other than longevity, (*i.e.*, 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. General seniority will be awarded on a prorated basis to Members who work less than full time. Workdays shall be defined as paid days of employment on the regular or extended year calendars. 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.
- 7.2 In the circumstance of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. LISEA and the Members so affected will be notified, in writing, of the date, place and time of drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected Members and LISEA representatives to be in attendance. All the names will be placed in a container and drawn one at a time. First name drawn has the highest seniority and so on. Said list shall be certified by LISEA.
- 7.3 By October 1st of each year, the District shall provide the LISEA President with a copy of the seniority list. This list shall include the following information:
- A. Date of employment;
 - B. Area(s) of certification known to Administration;
 - C. Current assignment; and
 - D. Layoffs.

The LISEA 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.

- 7.4 Seniority shall accrue during any involuntary layoff up to a maximum of one (1) year.
- 7.5 A Member who becomes an Administrator in the District shall retain any LISEA seniority accrued as a Member, but shall not gain LISEA seniority for time as an Administrator.
- 7.6 A leave of absence shall not be considered as a leave from the bargaining unit; however, seniority shall not accrue during said leaves unless specified elsewhere in this Agreement.
- 7.7 Loss of 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, except due to an involuntary layoff, for a period of two (2) years, or the length of the Member's seniority, whichever is less, or 6) refuses an offer of either a long-term or permanent position that the Member held at the time of layoff.

ARTICLE 8

VACANCIES AND TRANSFERS

- 8.1 Vacancies are defined, for purpose of this Agreement, as available bargaining unit positions occurring when a new position is created or when a position is vacated.
- 8.2 When a vacancy arises, or is anticipated, Administration will place a copy of the job posting on designated employee bulletin boards and on the District website for a minimum of seven (7) calendar days. In addition, Administration will send a copy of the job posting to the President of LISEA and to all employees via e-mail to their District e-mail addresses. In the event any revisions are made to a position after a job posting has been issued, LISEA will be notified. Interested Members will be required to submit an internal application.
- 8.3 The Board shall advise LISEA of all additions, deletions, and transfers of Members as they occur.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 Definitions

- A. A grievance is defined as any claim by a Member(s) or LISEA that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. All time limits herein shall consist of workdays. Time limits may be extended only upon written mutual consent of the parties. Workdays are defined as those days outlined by the regular and extended year calendars.
- B. All grievances and dispositions shall be completed in writing on the forms set forth in this Agreement. LISEA shall be provided with the appropriate copies of these forms. *See Appendix C.*
- C. 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 subsection of this Agreement that has been allegedly violated.
 - 4. Date of the alleged violation.
 - 5. The relief requested.

9.2 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.

LISEA 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. LISEA Representative(s) may participate at 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 LISEA and the appropriate administrator.

9.3 Procedure

Level I (Administrator) - If no resolution is reached through direct discussion as provided for in Section 9.2, 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 C – 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 LISEA 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 LISEA.

Level II (Superintendent) - If the Grievant(s) or LISEA 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, LISEA 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 LISEA. Within ten (10) workdays of the receipt of the appeal, the Superintendent or the Superintendent's designee shall meet with the Grievant(s) and the LISEA 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 the disposition of the Grievance to LISEA.

Level III (Arbitration) - If LISEA 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, LISEA, 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 LISEA. LISEA agrees not to submit for arbitration a grievance filed on behalf of a Member who has been employed by the district for two (2) years or less.

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 Association 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.

- 9.4 Powers of the Arbitrator are subject to the following limitations. The arbitrator shall have no power to:
- A. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement. Establish salary scales.
 - B. Interpret State or Federal law unless specifically referred to in this Agreement.
 - C. Where no financial loss has been incurred, the Board shall be under no obligation to make monetary adjustments and the Arbitrator shall have no power to order one.
 - D. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event upon which a grievance is based.
 - E. 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 Teachers' Tenure Act, the Civil Rights Commission, the Workers Compensation Agency, or the Employment Relations Commission.
 - F. Rule on any matter involving a prohibited subject of bargaining under state or federal law.
- 9.5 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 LISEA to the next step in the Grievance Procedure. Any grievance not carried to the next step by LISEA 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.

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

9.7 Rights to Representation

- A. LISEA shall designate a representative to be present at all formal levels of the Grievance Procedure when requested by the grievant.
- B. LISEA 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. LISEA 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.

9.8 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 10

CALENDAR (WORKHOURS AND WORKDAYS)

10.1 Negotiation of Calendar

A. Center-Based Special Education Program

At least one (1) Member designated by LISEA will meet with Administration to negotiate the specific workdays and workhours for the Classroom Teachers, School Nurses, and other Members assigned to the center-based Special Education program that are not mandated by law to be adopted by the District (i.e., Winter and Spring Breaks), as well as the make-up "Act of God" workdays and workhours. 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 shall be made up as required by law and will not result in the payment of extra compensation.

B. Itinerants

Itinerants 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.

10.2 Workdays

A. Standard

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

B. Training Days

Up to three (3) additional Training Days may be scheduled in addition to the 187 standard workdays scheduled.

C. Professional Development Days

Professional Development Days scheduled prior to the students' first day of school will take place on consecutive days within the week before Labor Day.

10.3 Workhours

A. Standard

1. Members will have a workday of six (6) hours and forty-five (45) minutes, plus a thirty (30)-minute unpaid, duty-free lunch period.
2. Members will respond to incidents as needed, and if available, in the student lunchroom during their lunch periods.
3. Members will be allowed to leave up to fifteen (15) minutes early on Fridays and the day before a scheduled break.

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.

10.4 Members Assigned to Local District Buildings

Members whose normal worksite is located in a local district building will be required to:

- A. Follow the local district's calendar; however, said Members will have forty-five (45) consecutive minutes of preparation and planning time; and
- B. Attend the District's annual staff orientation, as well as any other mandatory all-staff meetings; however, in the event such a Member's attendance at these events result in the Member working a greater number of annual workhours than the annual number of negotiated standard workhours, the Member will be compensated at the Member's individual hourly rate (see Section 13.4), for which the Member will submit a signed timesheet and copy of the local district's daily schedule.

10.5 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.

10.6 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/Administration Building 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 one (1) hour 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. 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.

10.7 Mandatory Activities

- A. Participation in the following activities will be mandatory, absent extenuating circumstances, and will not result in the payment of additional compensation:
 - 1. Staff Meetings; however, there will be no more than three (3) per month and a reasonable effort will be made to keep them to one (1) hour or less in duration;
 - 2. Parent Events (e.g., Parent Evenings, Parent/Teacher Conferences, and Open Houses);
 - 3. IEPT/IEPT-Related and MET/MET-Related Meetings (i.e., meetings scheduled to consider the educational placement, planning, programming, review, or adjustment of a student's program); and
 - 4. Meetings regarding Classroom Operations (e.g., Classroom Team Meetings, Student Issue Meetings, Debriefings, and Case Conferences).
- B. Participation in meetings of the Multi-Disciplinary Team, other than the meetings referred to in Section 10.7(A)(3), scheduled for the purpose of collaborative planning will be mandatory, absent extenuating circumstances, and will result in the payment of additional compensation in accordance with Section 13.2(B). Administration will provide Members with a minimum 2-week notice of these meetings, absent extenuating circumstances.
- C. Members may be required to serve on at least one (1) committee.
- D. Members will not receive additional compensation for the completion of paperwork (e.g., lesson plans, Medicaid billings, documentation of data collections, and progress reports).

10.8 Preparation and Planning Time

A classroom teacher's workday will include forty-five (45) minutes of preparation and planning

time (except on Fridays and the day before a scheduled break when thirty (30) minutes will be included.)

10.9 Student Contact Time

Classroom teachers will be assigned no more than five (5) hours and fifty (50) minutes of student contact time per day. For those classroom teachers with more than five (5) hours and thirty (30) minutes of assigned student contact time per day, Administration will make reasonable effort to schedule up to thirty (30) minutes of additional release time from the classroom on a regular basis for conferring with parents, Administration, and other District personnel, as well as for preparation and planning.

ARTICLE 11

ASSIGNMENTS

- 11.1 Class size and consultant caseload will be in compliance with Michigan Administrative Rules and Regulations for Special Education and the Lapeer County Intermediate School District's *3-Year Special Education Plan*, including any approved deviations and waivers.
- 11.2 Prior to formal revision of the ISD's *3-year Special Education Plan*, which directly impacts LISEA Members, Administration will provide a copy of available proposed changes to the LISEA President. Changes that affect wages, hours and conditions of employment shall be subject to negotiations in accordance with PERA.
- 11.3 Instructional Aides will work at the direction of the classroom teacher; however, they will be assigned and supervised by Administration. No Member will be responsible for the evaluation of Instructional Aides; however, Members will be expected to provide input on the performance of Instructional Aides when solicited by Administration.
- 11.4 Establishment of student assignments and class schedules are administrative functions. Recommendations for student assignments may be made by Members in order to assist with proper programming. Information concerning student enrollment and staff assignments will be provided to all affected Members when changes in staff assignments are anticipated.

ARTICLE 12

BENEFITS AND LEAVES

12.1 Retirement

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

12.2 Insurances

A. Plan(s) and Carrier(s)

LISEA 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 LISEA 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

Members 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 30th, with an effective date of January 1st.

C. Life and Long-Term Disability

Members 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

Members 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 forty-first (41st) workday thru the ninetieth (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 sixty (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 through 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 through payroll deductions. Said deductions will be made on a monthly basis beginning in January.
3. The District will pay up to 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		\$2,983.71	\$3,162.74	\$3,352.50
Dental, Vision, Life, and Long-Term Disability	Single:	\$204.42	\$216.69	\$229.69
	2-Person:	\$285.49	\$302.62	\$320.78
	Family:	\$432.12	\$458.05	\$485.53

5. Calculation

Member contributions will be calculated on a composite basis.

12.3 Paid-Leave

A. Paid-Leave

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. 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
 - b. Members may accumulate up to ninety (90) Sick Days. Members will be reimbursed for unused Sick Days at the rate of forty-five dollars (\$45) per day either at the end of each school year for any days in excess of ninety (90) days or upon separation from employment for all days.
 - c. 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.
 - d. 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 may be used without being required to provide a purpose for use.
- c. Except in the case of an emergency, requests for Personal Business Days must be submitted at least three (3) days in advance.

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*

- a. In the event LISEA requests to send up to two (2) representatives to local, state, or national conferences conducted by LISEA, the MEA, or the NEA to further its own professional purpose or other business leave pertinent to LISEA 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, LISEA will reimburse the District for the cost of substitutes.

B. Requests for Paid-Leave

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

C. 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.

12.4 Unpaid Leave

A. Child Care Leave

1. A request for an unpaid leave of absence for up to one (1) year shall be granted to a Member for the purpose of child care.
2. For the purposes of this section, child care includes prenatal care, as well as the care of a newborn infant, newly adopted child, or child suffering from a crippling, terminal, or other serious illness/injury.
3. Requests for Child Care Leave must be submitted at least one (1) month prior to the commencement of said leave absent an emergency.
4. The District will continue to pay the insurance premiums, less any Member Contribution in accordance with Section 12.2(G)(2), for Members on Child Care Leave for the first three (3) months of said leave.

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

12.5 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 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.

12.6 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.

ARTICLE 13

COMPENSATION

13.1 Standard Compensation

The basic salaries of Members covered by this Agreement are listed in Appendix A, and shall remain in effect during the term of this Agreement.

13.2 Extra Compensation

- A. Members required to attend training by the District beyond the negotiated number of workdays/workhours will be compensated at the rate of twenty-five dollars (\$25) per hour, for which Members will submit signed timesheets.
- B. Members required by the District to work additional workdays and/or workhours beyond the negotiated number of workdays and/or workhours will be compensated at their individual hourly rates (see Section 13.4) for said time, for which Members will submit signed timesheets.
- C. Mentors will be compensated at the rate of twenty dollars (\$20) per hour for mentor activities beyond the negotiated number of workdays/workhours, for which Members will submit signed timesheets.

13.3 Placement on Salary Schedule

The District reserves the right to determine which salary step a new Member will be placed at on the salary schedule based on the individual's personal experience and expertise.

13.4 Hourly Rates

A. The following formula will be used to calculate a Member's hourly rate:

Step on the salary schedule, plus pay for graduate hours, plus longevity pay, divided by the total number of workdays, divided by the number of hours in the workday, *i.e.*,
$$[(\text{salary} + \text{graduate hours} + \text{longevity pay}) \div 187 \text{ days}] \div 6.75 \text{ hours}.$$

13.5 Mileage Reimbursement

Members required in the course of their work to drive personal automobiles from one school building to another, for field trips or other District business shall be reimbursed for mileage expenses. Mileage expenses will be reimbursed at the IRS rate.

13.6 Graduate Credits

Graduate credits on the salary schedule are semester credits. Term credits shall be considered two-thirds (2/3) of a semester credit. Graduate credits to be considered for advancement on the salary schedule shall meet the following conditions:

- A. Prior to advancement on the salary schedule beyond a BA, a teacher must submit Section I of the "*Application for Planned Program/Additional Course Work*" to the Superintendent *prior* to registration. (*See Appendix E*). The Superintendent will either approve or deny its submission.
- B. For advancement on the salary schedule, the following guidelines will be followed:
 - 1. Graduate credits must be in an area specifically related to the teacher's areas of responsibility.
 - 2. The Superintendent may consult with the College/University Registrar as to whether the additional course work is related to the teacher's areas of responsibility.
 - 3. *Timelines*
 - a. Section I must be submitted to the Superintendent *prior* to registration;
 - b. Section II must be submitted to the Superintendent no later than May 1st; and
 - c. Section III must be submitted to the Superintendent no later than September 1st.
 - 4. Members will NOT be eligible to advance on the salary schedule during the first year of this Agreement as the result of earning graduate credits; however, they will be eligible to advance during the second and third years of this Agreement.

13.7 Severance Payments

In recognition of service to the District , a payment of twenty-seven percent (27%) of a Member's last full year's wages will be paid one (1) time only to any Member leaving the District, providing the Member has worked in the District a total ten (10) years. Recognition of service pay as defined in this contract does not apply to any Member hired after July 1, 1994. It is expressly agreed by the parties that only one (1) Member, namely Emily Wolanin, is eligible to receive a severance payment.

13.8 Longevity Payments

Members with twelve (12) years or more of continuous service to the Lapeer County Intermediate School District shall receive, in addition to their salary, a salary supplement according to the following schedule:

12 years or more	1.5%
15 years or more	2.0%
20 years or more	2.5%
25 years or more	3.0%

13.9 Step Increases

- A. Annual step increases for eligible Members shall take effect on July 1st.
- B. 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 highly effective, effective, or minimally effective rating on his/her most recent annual performance evaluation.
- C. Upon ratification of this Agreement, eligible Members will receive one (1) step increase.

ARTICLE 14

MISCELLANEOUS

- 14.1 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.
- 14.2 This Agreement shall supersede any rules, regulations, or practices that are contrary to or inconsistent with its terms.
- 14.3 If any provision of this Agreement or any application of the Agreement to a Member or group of Members is found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 14.4 Should the District be combined with one or more other districts, the Board shall provide written recommendations for continued employment for all Members who have been rated as effective or highly effective in their performance evaluations.

- 14.5 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 Board and LISEA, 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, or with respect to any subject or matter not specifically 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 parties at the time that negotiated or signed this Agreement.
- 14.6 LISEA shall designate a Member as a representative of LISEA, 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. These meetings are not intended to bypass the Grievance Procedure.
- 14.7 If a teacher feels that in the teacher's reasonable judgment an instructional aide assigned to the teacher's room is performing in an unsatisfactory manner, the teacher shall provide the appropriate Administrator with a written statement of reasons for dissatisfaction.
- 14.8 In the event of annexation, consolidation, or other reorganization of the District, terms of this Agreement will be honored to the extent permitted by law.
- 14.9 Members who have been employed by the District for at least one (1) year as of September 15, 2021 will receive a \$500 stipend in their November 26, 2021 paychecks.

ARTICLE 15

DURATION OF AGREEMENT

- 15.1 This Agreement shall be effective upon ratification by the Board of Education and shall expire at 11:59 pm on June 30, 2024.
- 15.2 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.
- 15.3 There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) copy by LISEA, and one (1) by the MEA UniServ Director.
- 15.4 Copies of this Agreement, titled "Master Agreement between the Lapeer County Intermediate School District Board of Education and the Lapeer Intermediate Special Education Association (LISEA) - 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.
- 15.5 Ten (10) additional copies of the Agreement shall be sent to the President of LISEA.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives on the 15th 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
Chief Negotiator

LISEA

BY: 
Emily Wolanin (Oct 4, 2021 09:38 EDT)
Emily Wolanin
LISEA President and Co-Chief Negotiator

BY: 
Marty Zmiejko (Oct 4, 2021 18:19 EDT)
Marty Zmiejko
MEA UniServ Director and Co-Chief Negotiator

BY: 
Monica Stephens (Oct 4, 2021 20:47 EDT)
Monica Stephens
LISEA Negotiator




01a. 2021-24 LISEA Contract (BOE Mtg 9.15.21)

Final Audit Report

2021-10-05

Created:	2021-09-29
By:	Kendra Bostian (kbostian@lapeerisd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQB6jL4R0IQAYM3SsyD4z4cUp2zQOwIvc

"01a. 2021-24 LISEA Contract (BOE Mtg 9.15.21)" History

-  Document created by Kendra Bostian (kbostian@lapeerisd.org)
2021-09-29 - 4:43:38 PM GMT- IP address: 207.73.253.46
-  Document emailed to Emily Wolanin (ewolanin@lapeerisd.org) for signature
2021-09-29 - 4:45:48 PM GMT
-  Email viewed by Emily Wolanin (ewolanin@lapeerisd.org)
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Signature Date: 2021-10-04 - 1:38:05 PM GMT - Time Source: server- IP address: 207.73.253.48
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Signature Date: 2021-10-04 - 10:19:12 PM GMT - Time Source: server- IP address: 96.88.132.77
-  Document emailed to Monica Stephens (mstephens@lapeerisd.org) for signature
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Document emailed to Ann M. Schwieman (aschwieman@lapeerisd.org) for signature

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Document e-signed by Ann M. Schwieman (aschwieman@lapeerisd.org)

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Agreement completed.

2021-10-05 - 1:04:05 PM GMT



Adobe Sign

APPENDIX A

SALARY SCHEDULE

Teachers

2021-22 (1.5% Increase from 2020-21)					2022-23 (1.5% Increase from 2021-22)				
Year	BA	BA+15	BA+30/ MA	MA+15	Year	BA	BA+15	BA+30/ MA	MA+15
1	\$41,945	\$44,924	\$47,902	\$50,879	1	\$42,574	\$45,598	\$48,620	\$51,642
2	\$45,527	\$47,983	\$50,440	\$52,899	2	\$46,210	\$48,703	\$51,197	\$53,692
3	\$47,902	\$50,512	\$53,124	\$55,735	3	\$48,620	\$51,270	\$53,921	\$56,571
4	\$50,402	\$53,176	\$55,949	\$58,725	4	\$51,158	\$53,973	\$56,788	\$59,606
5	\$53,035	\$55,980	\$58,924	\$61,869	5	\$53,830	\$56,820	\$59,808	\$62,797
6	\$55,810	\$58,931	\$62,052	\$65,171	6	\$56,647	\$59,815	\$62,983	\$66,149
7	\$58,727	\$62,041	\$65,357	\$68,671	7	\$59,608	\$62,971	\$66,337	\$69,701
8	\$61,800	\$65,217	\$68,836	\$72,356	8	\$62,727	\$66,195	\$69,869	\$73,442
9	\$65,033	\$68,767	\$72,500	\$76,236	9	\$66,009	\$69,799	\$73,588	\$77,379
10	\$68,431	\$72,393	\$76,356	\$80,318	10	\$69,458	\$73,479	\$77,502	\$81,523
11	\$72,022	\$76,222	\$80,424	\$84,622	11	\$73,103	\$77,366	\$81,630	\$85,891
2023-244 (2% Increase from 2022-23)									
Year	BA	BA+15	BA+30/ MA	MA+15					
1	\$43,426	\$46,510	\$49,593	\$52,675					
2	\$47,134	\$49,677	\$52,221	\$54,766					
3	\$49,593	\$52,296	\$54,999	\$57,702					
4	\$52,181	\$55,053	\$57,924	\$60,798					
5	\$54,907	\$57,956	\$61,004	\$64,053					
6	\$57,780	\$61,011	\$64,242	\$67,472					
7	\$60,800	\$64,231	\$67,664	\$71,095					
8	\$63,982	\$67,519	\$71,266	\$74,910					
9	\$67,329	\$71,195	\$75,060	\$78,927					
10	\$70,847	\$74,948	\$79,052	\$83,153					
11	\$74,565	\$78,913	\$83,262	\$87,609					

NOTE: Annual salaries are based on 1,262.25 hours (187 days @ 6.75 hours/day)

School Nurse

2021-22 (1.5% Increase from 2020-21)			2022-23 (1.5% Increase from 2021-22)		
Year	Annual	Hourly Equivalent	Year	Annual	Hourly Equivalent
1	\$34,957	\$27.69	1	\$35,481	\$28.10
2	\$36,610	\$29.00	2	\$37,159	\$29.43
3	\$37,744	\$29.90	3	\$38,310	\$30.35
4	\$39,823	\$31.55	4	\$40,420	\$32.02
5	\$42,010	\$33.28	5	\$42,640	\$33.78
6	\$44,769	\$35.47	6	\$45,440	\$36.01
7	\$46,995	\$37.23	7	\$47,699	\$37.79

2023-24 (2% Increase from 2022-23)		
Year	Annual	Hourly Equivalent
1	\$36,191	\$28.67
2	\$37,902	\$30.02
3	\$39,076	\$30.96
4	\$41,228	\$32.66
5	\$43,493	\$34.46
6	\$46,349	\$36.73
7	\$48,653	\$38.54

NOTE: Annual salaries are based on 1,262.25 hours (187 days @ 6.75 hours/day)

APPENDIX B

PROVISIONS APPLICABLE TO NON-TEACHERS

NOTE: The provisions in this Appendix only apply to non-teachers as they contain prohibited subjects of bargaining for teachers (PSBs). They are listed as they appeared in the 2008-2010, as extended thru 2012, Master Agreement (except for Article 12 – Evaluation of Members) with PSBs identified by **BOLD** font.

ARTICLE 2

RECOGNITION

- 2.2 C. Whenever it can be reasonably determined that a bargaining unit position will be available for a period of sixty (60) 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 provisions of this Agreement will not apply to such Members who are hired to replace Members on leave.**
- D. **Individuals hired to replace a Member on leave who is returning during the regular year and/or individuals hired after the beginning of the regular year in programs with declining enrollment may be laid-off without a sixty (60) workday notice as required in Article 16 (Reduction and Recall). In such an event, individuals will be given notice of the possibility of layoff at the time of employment.**

ARTICLE 10

CLASS SIZE AND MEMBER ASSIGNMENT

- 10.3 **Members will be consulted about anticipated changes in student programs during the year or for the following year.**
- 10.6 **The following principles shall be used in making classroom teacher assignments when classes are reorganized:**
- A. **Certification and qualifications as defined in Article 16;**
 - B. **Age range of students; and**
 - C. **Seniority.**

ARTICLE 11

DISCIPLINE OF MEMBERS

- 11.1 No Member who has been employed by the District for more than two (2) years shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the Member in writing.**
- 11.2 The Member shall be entitled to have a representative from LISEA during an investigation that may result in a disciplinary action or during a disciplinary action. When a request for such representation is made, no action with respect to the Member shall be taken until such representation is present. Representation shall be provided by LISEA as soon as possible, but without disruption of the normal workday, unless so requested by the Administration.**
- 11.3 The Board agrees to follow the concept of progressive discipline which includes verbal warning, written warning, written reprimand, suspension, and discharge. Administration reserves the right to impose the level of discipline appropriate to the seriousness of the offense committed. Oral advisories, which are non-disciplinary in nature, and therefore not subject to the Grievance Procedure, may be issued at Administration's discretion. Notice of a verbal warning shall be documented in writing and labeled "verbal warning" with a copy presented to the Member.**
- 11.4 Complaints of a serious nature made against a Member by students, parents, or others to the Administration will be called to the Member's attention as soon as possible. If said complaint is not brought to the Member's attention, it will not serve as the basis for disciplinary action.** If the complaint is to become part of the Member's personnel record, the complaining party shall sign it.
- 11.5 If discharge or denial of tenure is to be considered because of inadequacies observed in the Member's professional work with students, such action must be preceded by the following:**
- A. Observations of the inadequacies by more than one administrator or evaluator;**
 - B. A written statement stating he/she must improve, steps to be taken for improvement, and consequences of failure to do so;**
 - C. Opportunity for improvement; and**
 - D. Feedback from school district resources and the Administration to help the teacher improve.**
- 11.6 A Member of the bargaining unit may not discipline another Member of the bargaining unit.**

ARTICLE 12

EVALUATION OF MEMBERS

Member evaluations will be conducted in accordance with the District's Educator Performance Evaluation System.

ARTICLE 13

PERSONNEL FILES AND RECORDS

- 13.1 B. Evaluation Information: **The evaluation information shall include documentation generated in accordance with Article 12.**
- C. Disciplinary Information: **The disciplinary information shall include documentation generated in accordance with Article 11.**
- 13.5 **All documents that concern unsatisfactory performance but have been corrected and are at least four (4) years old shall, upon request, in writing, to the Director of Administrative and Personnel Services, be expunged from the Member's file except those documents that are required by law to be maintained.**

ARTICLE 14

SENIORITY

- 14.8 Loss of seniority shall occur when a Member either 1) retires, 2) resigns, 3) is discharged **for just cause** 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, except due to an involuntary layoff, for a period of two (2) years, or the length of the Member's seniority, whichever is less, or 6) refuses an offer of either a long-term or permanent position that the Member held at the time of layoff.

ARTICLE 15

VACANCIES, PROMOTIONS, AND TRANSFERS

- 15.5 Any Member, including ones on leave, may apply for a posted vacancy if the Member meets the requirements (*see article 15.9*) stated in the posting. **If such vacancy occurs during the regular year, the applicant Member with the greatest seniority shall be awarded said position, subject to the terms of this Agreement.** In the event that no Member applies for the vacancy and the specifications (*see article 15.3*) in the initial posting are changed, the position will be re-posted pursuant to the terms of this Article.

15.6 In the event that the Superintendent determines that the initial posting would create undue disruption, said vacancy shall be filled on a temporary basis until the next regularly scheduled bid meeting to fill vacancies. *See article 15.8.*

15.8 Bid meetings shall be scheduled for the first (1st) Tuesdays of June and August to fill vacant, temporarily filled, and/or newly created positions. Prior to the bid meeting, the District will compile a list of vacant, temporarily filled, and/or newly created positions. Said list shall be publicized by the Board by posting it in the same manner as the posting of vacancies. *See article 15.2.*

15.9 The best certified and qualified Member who is bidding on a vacancy will be awarded the vacancy. "Qualified" for the purpose of filling a vacancy is defined as having taught full time for one (1) year during the past five (5) years in a program requiring that certification/endorsement or having received the certification/endorsement within the past five (5) years. If qualifications are equal, seniority shall determine the successful bidder.

Every consideration will be given to current Members. In the event that no certified and qualified Members bid on the position, the Board may hire from outside the bargaining unit except as limited by 16.4.

15.10 In the case of extreme emergencies where the Member is unable to attend the bid meetings (*see article 15 .8*), the Member may apply in writing for the desired position.

15.12 An updated seniority list will be given to LISEA ten (10) calendar days prior to the bid meeting.

15.13 Involuntary transfers may be effectuated only for good cause. When such transfers are contemplated, the Administration shall establish a meeting with LISEA. Reasons for said transfer shall be discussed and consideration shall be given to such factors as volunteers and seniority, when practical. If possible and practical, attempts will be made to return Members to their previous positions in a reasonable time frame provided said positions are available. Except in cases of emergency, the Administration shall provide the affected Member and LISEA with written reasons for the transfer at least thirty (30) calendar days prior to the effectuation of an involuntary transfer.

15.14 Administration shall prepare at least ten (10) calendar days in advance of the June and August bid meetings, a list of staff in the following categories:

- A.** Members displaced because their original placement was in a temporary assignment as provided for in Article 15.5;
- B.** Members displaced by program changes;
- C.** Members on leave and eligible to return to an available position at the beginning of the next regular year; and

D. Members designated as involuntary transfers determined through the process described in Article 15.13.

15.16 Non-Permanent Positions

Whenever a vacancy in a non-permanent position occurs (i.e., the position has definite starting date and a definite ending date) the filling of said vacancy shall occur in the same manner as the filling of a vacancy in a permanent position except that the posting will also specify the ending date. The layoff provisions of the Agreement will not apply to Members who are hired to fill a non-permanent position.

15.17 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 16

REDUCTION AND RECALL

16.1 For purposes of layoff and recall, terms of this Article will supersede any other conflicting provisions of this contract.

16.2 The Board shall give no less than sixty (60) calendar days' notice prior to June 30th to all Members who may be laid-off for the following school year. The Board shall give sixty (60) calendar days' notice to any Member(s) to be laid-off because of a revenue shortage or reduction in student enrollments, except as mentioned in Article 2. In the event of the need to lay off Members due to a revenue shortage, the Board shall not lay off Members during the regular year unless the Board is unable to obtain the funds necessary to retain Members for the duration of the school year.

16.3 General Layoff Clause

No Member shall be laid-off unless there is a decline in student enrollment, lack of funds, elimination of a position, a change in staffing requirements, or other unforeseen circumstances, which would affect the operation of the District, unless otherwise specifically provided for in this article. Layoffs affecting Members to be laid-off for the following regular year, shall be effectuated in the following manner:

A. The Board shall meet with LISEA and attempt to mutually agree upon a layoff plan.

B. In the event no agreement can be reached, the following will occur:

- 1) The Board shall establish a list of program needs and the number of bargaining unit positions available. Said list shall be posted prior to the implementation of any layoff. Beginning with the first name on the seniority list, each individual with certification in the area shall be placed in an assignment determined by the Administration. The assignments will retain the most senior Members. Involuntary transfers may be utilized to accomplish this.**
- 2) Written notification in accordance with the time limits herein provided will be forwarded to the affected Member and LISEA.**
- 3) Members must be certified for placement in a position. In the event they are not qualified as defined in Article 15, the District may require additional training of the Member. Whenever possible, the training will be completed prior to filling the position. Such training will be at the Board's expense.**
- 4) If Federal and State mandatory education laws change requirements for certification in the specified areas, the Board will assist the affected Members in securing proper certification provided written request for such assistance is made to the Director of Special Education. Fees involved for new certificates are the responsibility of the Member.**

16.4 Layoff

In the event it is necessary to reduce staff during the school year because a senior Member is unable to receive a position in accordance with the Return From Leave provisions of Article 19, the senior Member shall displace the least senior Member in that area of certification. Unless otherwise mutually agreed to between LISEA and the Board, the person(s) so displaced will continue the process until the necessary number of least senior Members are laid-off. Such assignments shall be considered temporary.

It is the intent of this Article that the most senior, certified and qualified Members will be retained.

16.5 In no event will probationary teachers be retained over tenured teachers who meet State Certification requirements.

16.6 LISEA shall have the right to review the layoff list prior to notification of the Members to be laid-off.

16.7 Members on layoff shall be recalled in inverse order of layoff, provided they are certified or may be certified for the vacancy prior to the commencement of their duties. No new Members shall be employed by the Board while there are Members

who are laid-off, unless laid-off Members are not properly certified or cannot be certified prior to the commencement of their duties. *See article 14.3 for maximum time a Member can remain on layoff.*

- 16.8** 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 is unable to accept a position upon notification by the Board, the Member may request a leave of absence. If a Member fails to respond to the notice within five (5) workdays from the date of receiving the notice, it shall be considered a voluntary resignation.
- 16.9** Members on layoff will be placed on the substitute list and will be given priority for substitute positions.
- 16.10** In the event that a reduction of staff is deemed necessary, leaves of absence without pay or fringe benefits will be granted, when requested, to Members. These leaves shall not prohibit the Members from accepting employment elsewhere, and shall not be terminated during the period of leave for that reason, except on written request of the Member. Requests for leaves of absence shall be granted during the staff reduction, provided the number of leaves does not exceed the number of reductions and the number of vacancies can be appropriately filled and shall be on a seniority basis if possible and practical.
- A.** A Member on an approved leave of absence resulting from staff reductions shall continue to accrue seniority up to a maximum of one (1) year.
 - B.** A Member on an approved leave of absence resulting from staff reductions shall not incur a loss of seniority for previous years of service. Accumulated sick days and personal business days shall remain credited to the Member.
 - C.** A request for a leave of absence in a layoff situation shall be submitted in writing to the Board within thirty (30) days of receiving notice that staff reductions are forthcoming.
- 16.11** Members subject to layoff for the following school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and in individual or supplemental contracts.

ARTICLE 19

LEAVES AND ABSENCES

19.9 Military Leave

Any Member who has left or leaves a position, other than a temporary position, in order to serve in any branch of the Armed Services of the United States and who upon termination of such services:

- A.** Receives an honorable discharge from the Armed Forces;

- B. Is still qualified and competent to perform the duties of such position, and;**
- C. Makes application for re-employment within ninety (90) days after release from military service; shall be restored, at the beginning of the semester or term following the application, to such position or to a position of like nature, seniority, status, and pay, unless circumstances have so changed as to make it impossible or unreasonable to do so.**

19.15 Miscellaneous Leave Provisions

- E. Members who are granted extensions on leaves shall be returned to a position when there is a vacancy for which the teacher meets the posted requirements.**
See article 16.

ARTICLE 22

MISCELLANEOUS PROVISIONS

- 22.10 The Board agrees that it will not subcontract bargaining unit work unless the Board is unable to hire a bargaining unit Member to provide mandated service, such services may be contracted.**

APPENDIX C
OFFICIAL GRIEVANCE FORM

Number: _____

Name: _____ Date Filed: _____

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: _____

Date Signed: _____

Submit all copies to immediate supervisor or secretary. The immediate supervisor or secretary will sign and date receipt.

Distribution

One copy each to:

Association Office
Immediate Supervisor

Central Office
Grievant

APPENDIX D

DUAL INSURANCE COVERAGE STATEMENT

I understand that dual health insurance coverage is not allowed and that I have sixty (60) days to elect health insurance coverage provided by the Lapeer County Intermediate School District or the health insurance coverage provided by the employer of my spouse or other family member.

Member's Signature

Print Name

Date

APPENDIX E
Application for Planned Program/ Additional Course Work

SECTION I - PLANNED PROGRAM/ADDITIONAL COURSE WORK

Note: This Section must be submitted to the Superintendent *prior to* registration.

Date: _____

Staff Member: _____

Position: _____

Current Level of Pay: _____

Option 1: Please attach a copy of the planned program provided by your college/ university that you are planning on completing. It should include course names and numbers, course descriptions, number of credits and an advisor's signature. In addition, please explain why the planned program is related to your present areas of responsibility.

Reason:

Option 2: Please list the course(s) that you are planning on completing, including course name and number, course description, and number of credits. In addition, please explain why the course work is related to your present areas of responsibility.

Course Name and #	Course Description	Credits
_____	_____	_____
_____	_____	_____
_____	_____	_____

Reason:

Teacher Signature: _____

The above planned program/additional course work is approved/denied.

Reason:

Superintendent/Designee Signature: _____

SECTION II – ANTICIPATED COURSE WORK

NOTE: This section must be submitted to the Superintendent, along with a copy of Section I, no later than May 1st.

Date: _____

Staff Member: _____

Position: _____

Current Level of Pay: _____

Please list the course(s) that you plan to complete prior to September 1st.

Course #	Course Description	Estimated Date of Completion
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of anticipated credit hours: _____

Teacher Signature: _____

SECTION III - COMPLETED COURSE WORK

NOTE: This section must be submitted, along with transcripts, to the Superintendent no later than September 1st.

Date: _____

Staff Member: _____

Position: _____

Current Level of Pay: _____

Please list the completed course(s) that you completed: (NOTE: These courses must have been listed Section I).

Name and Course #	Course Description	Date of Completion
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total number of completed credit hours: _____

Teacher Signature: _____

The above completed course work is approved/denied.

Amended Level of Pay: _____

Superintendent/Designee Signature: _____

cc: Department Head
Employee
Payroll
Personnel

APPENDIX F

CALENDAR(S)

See attachment for the Special Education Calendar.