

# *Master Agreement*

*between the*

*Lapeer County Intermediate School District*

*and the*

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

*2008 - 2010*

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# **ARTICLE 1**

## **AGREEMENT**

This Agreement, which will take effect upon ratification by the Board of Education, by and between the Lapeer Intermediate Special Education Association (LISEA), a voluntary Association, hereinafter referred to as the "Association" or "LISEA," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Lapeer County Intermediate School District, hereinafter called the "Board" or the "District." The signatories shall be the sole parties to this Agreement.

# **ARTICLE 2**

## **RECOGNITION**

- 2.1 The Board hereby recognizes LISEA as the sole and exclusive bargaining representative for all certified or licensed professional employees covered by this Agreement or on leave, hereinafter referred to as "Members".
- 2.2 The term "Member," when used hereinafter, shall include music therapists, speech therapists, teachers of the homebound/hospitalized, occupational therapists, physical therapists, social workers, psychologists, special education teachers, project coordinators for county-wide placed programs, curriculum resource consultants, teacher consultants, behavior specialists, project coordinators, educational audiologists, school nurses and all others unless such positions are temporary. Such representation shall exclude supervisors and/or administrative positions, short-term positions created to fulfill the terms and conditions of a grant, and other personnel engaging at least fifty-one percent (51%) of their time in supervisory or administrative capacity.
  - A. The term "supervisor" means any individual having authority in the interest of the District to hire, transfer, suspend, layoff, recall, promote, discharge, evaluate, assign, reward, or discipline other Members, or responsibility to direct them or to adjust their Grievances, or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.
  - B. Whenever a substitute is employed in a bargaining unit position for sixty (60) or more consecutively scheduled workdays, the substitute shall become a Member of the bargaining unit. Only the salary and seniority provisions of this Agreement will be retroactive to the initial date of employment.
  - 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.
- 2.3 No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained in this Agreement shall be made with any Member or group of bargaining representatives or board of education, unless it has been made, ratified, and agreed to in writing by the Board and LISEA. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms or conditions contained in this Agreement. The Lapeer County Intermediate School District agrees not to negotiate with or recognize any labor organization other than LISEA/MEA/NEA for the duration of this Agreement.

### **ARTICLE 3**

#### CALENDAR AND HOURS

- 3.1 The calendar shall consist of 187 regular year days. At least one (1) Member designated by LISEA will meet with Administration to negotiate workdays that are not mandated by law to be adopted by the District, at its discretion, (i.e., Winter and Spring Breaks), as well as the make-up of "Act of God" days/hours. The calendar shall, at a minimum, provide for the number of student instructional days and/or hours as required by the Michigan Revised School Code and any pertinent Special Education laws and/or administrative rules. "Act of God" days/hours shall be made up as required by law. *See Appendix C.*
- 3.2 Workdays - Regular Year
- A. Teachers will have a workday of six (6) hours and forty-five (45) minutes, plus a thirty (30) minute, unpaid, duty-free lunch period.
  - B. Nurses will have a workday of seven (7) hours, plus a thirty (30) minute, unpaid, duty-free lunch period.
  - C. Members will respond to incidents as needed, and if available, in the student lunchroom during their lunch periods.
  - D. There will be no more than two (2) staff meetings per month and each staff meeting will last no longer than one (1) hour in duration. Attendance at staff meetings is mandatory absent exigent circumstances. Staff meetings will be held during early release/delayed start times for students whenever possible.
  - E. Professional Development Days scheduled prior to the students' first day of school will take place on consecutive days within the same one-week time frame and may be held a maximum of two (2) weeks before Labor Day.

### 3.3 Workdays - Extended Year

- A. Teachers will have a workday of either five (5) hours and thirty (30) minutes, plus a thirty (30) minute, unpaid, duty-free lunch period or three (3) hours and forty-five (45) minutes in accordance with the negotiated extended year calendar.
- B. Nurses will have a workday of either six (6) hours, plus a thirty (30) minute, unpaid, duty-free lunch period or four (4) hours and fifteen (15) minutes in accordance with the negotiated extended year calendar.
- C. Members will respond to incidents as needed, and if available, in the student lunchroom during their lunch periods.

### 3.4 Preparation and Planning Time – Regular and Extended Years

#### A. Regular Year

During the regular year, the classroom teacher's workday will include forty-five (45) minutes of preparation and planning time (except on Fridays and days before breaks when thirty (30) minutes will be included.)

#### B. Extended Year

During the extended year, the classroom's teacher's workday will include thirty (30) minutes of preparation and planning time.

- 3.5 Classroom teachers will be assigned no more than five (5) hours and forty-five (45) 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.
- 3.6 Itinerant staff schedules will be reviewed and are subject to approval by Administration. Reasonable planning, travel, assessment and meeting time will be included in the schedule.
- 3.7 Members shall report their absences no later than 6 a.m. when they will be unable to report to work, except in an emergency when it may not be possible or practical for the Member to provide such advance notice.
- 3.8 All Members may be required to serve on one (1) committee each semester.
- 3.9 Members shall be allowed to leave up to fifteen (15) minutes early on Fridays and the day before a scheduled break.
- 3.10 Participation in the following activities shall be considered part of the Member's professional obligations:
  - A. IEPT and MET meetings;

- B. Staff meetings (*see Article 3.2(D) above*);
- C. Parent Evenings, Parent/Teacher Conferences, Open Houses – There will be no more than two (2) such events held during the regular year. Time for these activities will come from adjusting the workday on non-student days.

3.11 Classroom Teachers Assigned to Local District Buildings shall be required to do the following:

- A. Work the local district's daily schedule and calendar (Teachers in these settings will have forty-five (45) consecutive minutes of preparation and planning time); and
- B. Attend the ISD's annual staff orientation meeting and the annual Special Education Workshop generally held in August of each year. In the event their attendance at these events will result in them working a greater number of annual work hours than the annual number of work hours negotiated for LISEA Members assigned to ISD buildings, the ISD will compensate them for all hours worked in excess at the equivalent of their hourly rate of pay. In order to be compensated, a copy of the local district's daily schedule and calendar must be submitted along with a timesheet.

## **ARTICLE 4**

### CONTINUITY OF OPERATIONS

- 4.1 Both parties recognize the importance of uninterrupted operation of the instructional program during the school year. LISEA agrees that neither it nor any of its Members will participate in, authorize, assist or support any strike, slow down, sanction work stoppages of any kind in this District, including "mass sickness" or any other interruption of activities.
- 4.2 The Board agrees that it will not engage in any Unfair Labor Practices as defined by PERA.
- 4.3 The District-operated Special Education Program housed at the Education and Technology Center shall be closed due to inclement weather (i.e., "Act of God" days/hours) in the event Lapeer Community Schools has closed due to inclement weather. In the event of closure *prior to the start of* the workday, Members shall not be expected to report to work. In the event of closure *during* the workday, Members whose worksite is the Education and Technology Center shall be dismissed within one (1) hour of closure, assuming all students have departed and official permission has been given by Administration. Classroom teachers assigned to local district buildings shall not report for work when the local district to which they are assigned is closed. In the event that a local district, other than Lapeer Community Schools, is closed itinerant Members shall still be expected to report to work.
- 4.4 When schools are open and Members are unable to report to work because of severe inclement weather, an "Act of God" or their health and safety are threatened by

attempting to report, those Members may use a personal business or sick day and will not be penalized for failure to report.

- 4.5 Members will not have prior approved personal and/or sick days deducted when school is closed.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws 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, discipline or dismissal of all personnel. 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 6**

### **MEMBER RIGHTS**

- 6.1 Nothing contained within this contract shall be construed to deny or restrict to any Member or the Board, rights the Member may have under the Michigan Public Employment Relations Act, Michigan General School Laws, Special Education Code, Teacher Tenure Act, or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- 6.2 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.
- 6.3 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.
- 6.4 Meetings scheduled to consider the educational placement, planning, programming, review or adjustment of a student's program shall be scheduled during the normal workday whenever possible. If possible, Members shall be given one (1) week's notice prior to the meeting. In the event that reasonable efforts to schedule such meetings during the normal workday are unsuccessful, meeting time beyond the workday will be credited toward the Member's Personal Leave Time.
- 6.5 For valid reasons, an Administrator shall be present at IEPT and MET meetings at the request of the teacher.



- 6.6 Information provided to the Administration by the State Department of Education concerning notification of dates for hearings concerning rule changes will be made available to LISEA in a timely fashion.
- 6.7 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.
- 6.8 The duties of a bargaining unit position will not be substantially altered unless such changes are necessary for the District to fulfill mandated service requirements or grants and appropriate negotiations are conducted in accordance with PERA.
- 6.9 Student medical needs shall be handled by a designated Administrator, the school nurse or a substitute school nurse.
- 6.10 The District shall provide reasonable and appropriate health care training within five (5) workdays after receiving a student with special needs.
- 6.11 The Board shall provide first aid training for staff whenever it is required or deemed appropriate.
- 6.12 Proper laundering facilities shall be provided.
- 6.13 The Board shall provide typing service or equipment for typing, duplication, copying, and audiovisual, if available, to aid Members in the preparation of instructional materials. Members shall have telephone facilities available for their reasonable use. The cost of personal long distance calls will be the responsibility of the caller.
- 6.14 Itinerant staff shall be provided with pre-paid calling cards for work-related purposes. Each itinerant staff Member shall be provided with a calling card that has at least five hundred (500) minutes on an as-needed basis.

## **ARTICLE 7**

### ASSOCIATION RIGHTS

- 7.1 LISEA and its representatives shall be permitted to use designated rooms in ISD operated buildings on regular school days for LISEA business, between 7 a.m. and 10:30 p.m., provided that this shall not interfere with or disrupt normal school instruction and that there are rooms available. When special custodial service is required, the Board may make a charge. All rooms desired for use by LISEA shall have the prior approval of the Administration.
- 7.2 LISEA may use designated school facilities and equipment, including computers, copy machines, telephones and audio-visual equipment when not in use. The District will be reimbursed by LISEA for materials consumed, rent of equipment, and repair when damaged as a result of their use.
- 7.3 Membership insignia or pins appropriate for normal wear may be worn by Members.

- 7.4 LISEA may post notices of activities and matters of LISEA concern on employee bulletin boards, at least one of which shall be provided in a designated room of each school building.
- 7.5 LISEA shall have the right to place materials relating to the official business of LISEA in its Member's mailboxes. A mailbox shall be furnished for each Member either at the Education and Technology Center or the Board of Education's Office. LISEA may, upon request, have a mailbox at the Education and Technology Center or the Board of Education's Office.
- 7.6 The Board agrees to send to LISEA president one (1) copy of the minutes of regular Board of Education Meetings, one (1) copy of proposed Board Policy changes prior to adoption, and one (1) copy of approved Board Policy changes. This information will be provided on a timely basis.
- 7.7 LISEA shall be notified of proposed major changes in educational policy and programs.
- 7.8 Duly authorized representatives of LISEA shall be permitted to transact official LISEA business on designated areas of school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operation. The rights granted herein to LISEA shall not be granted or extended to any competing labor organization. Questions concerning representation shall be handled through the Michigan Employment Relations Commission.

## **ARTICLE 8**

### AGENCY SHOP AND PAYROLL DEDUCTIONS

- 8.1 Each bargaining unit Member shall, as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join LISEA, or pay a service fee to LISEA, equivalent to the amount of dues uniformly required of Members of LISEA, including local, state, and national dues. The bargaining unit Member may authorize payroll deduction for such fee. In the event that the bargaining unit Member shall not pay such service fee directly to LISEA, or authorize payment through payroll deduction, the District shall, pursuant to *MCLA 408.477; MSA 12.277(7)* and at the request of LISEA, deduct the service fee from the bargaining unit Member's wages and remit same to LISEA. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paycheck of each bargaining unit Member. Monies so deducted shall be remitted to LISEA, or its designee, no later than twenty (20) days following deduction.
- 8.2 If any bargaining unit Member paying service fees hereunder objects to the expenditure by LISEA, (including MEA or NEA) of any funds collected from him/her pursuant to 8.1, such bargaining unit Member may present such objection pursuant to MEA policy. However, challenge to any such expenditure shall not relieve the bargaining unit Member of the obligation of paying the service fee or any portion thereof pending final determination there under. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or

complaint by such objecting bargaining unit Member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement, or any other administrative or judicial procedure.

8.3 LISEA agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of this Agreement. LISEA further agrees to indemnify the Board of any damages that may be assessed against the Board as a result of said suit or action subject, however, to the following conditions:

- A. LISEA, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section of the defense which may be assessed against the Board by any court or other tribunal;
- B. LISEA shall have the right to compromise or settle any claim made against the Board under this section; and
- C. LISEA shall have the right to compromise or settle any claim made against the Board under this section.

8.4 Any bargaining unit Member who is a Member of LISEA, or who has applied for Membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions to LISEA as established by LISEA. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution, bylaws, and administrative procedures. Pursuant to such authorization, the employee shall deduct one-twentieth (1/20<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit Member each pay period for twenty (20) consecutive pay periods, beginning in September and ending in June of the following calendar year. The Board agrees to promptly disburse said sums to LISEA.

8.5 LISEA shall, at least ten (10) days prior to the second paycheck of the fall semester of each year, give written notification to the business office of the amount of its dues which are to be deducted in the coming regular year under such dues authorizations. Dues shall be deducted in twenty (20) equal installments, commencing in September of each year. Monies so deducted shall be remitted to LISEA, or its designee, no later than ten (10) days following deduction.

8.6 Upon appropriate written authorization from the Member, the Board shall deduct from the salary of any Member and make appropriate remittance for the following:

A. 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 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.

B. Credit Union;

C. Savings Bonds; and

D. Any other plans or programs jointly approved by LISEA and the Board.

8.7 The Board shall remit the deductions to the appropriate institution no later than thirty (30) days after the deductions have been made.

8.8 The Board shall advise LISEA of additions, deletions, leaves, and transfers of bargaining unit Members as they occur. The Board shall make available to LISEA, as soon as possible, the names of Members in the bargaining unit and the building to which they are assigned. Upon request, a list containing current information may be obtained from the business office.

8.9 This Article shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

## **ARTICLE 9**

### **MEMBER PROTECTION**

9.1 A Member may request administrative assistance concerning a pupil 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 the Administration, as soon as the Member's obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the Administration with the pupil's teacher.

9.2 Serious confrontations and/or cases of assault resulting in gross bodily harm to a Member shall be promptly reported, in writing, to the designated Administrator. The Board may seek legal counsel before advising the Member of the Member's rights and obligations and shall render reasonable assistance to the Member. Time lost in this matter shall not be charged against the Member's pay or sick leave unless he/she the Member is found to have been negligent.

9.3 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 to work.

9.4 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.

- 9.5 The use of corporal punishment is prohibited. A Member may use reasonable effort to remove dangerous weapons from students or to maintain discipline when the immediate safety of a staff or student is threatened.
- 9.6 Members may support or oppose political causes and issues outside the classroom. It is further understood that the Member's freedom to engage in such activities does not give him/her the right to foster such beliefs by disruption of District operations.

## **ARTICLE 10**

### CLASS SIZE AND MEMBER ASSIGNMENT

- 10.1 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.
- 10.2 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.
- 10.3 Members will be consulted about anticipated changes in student programs during the year or for the following year.
- 10.4 Instructional Aides will work at the direction of the classroom teacher. Aides will be assigned by Administration. No Member will be responsible for the evaluation of Instructional Aides. Members shall provide input on the performance of Instructional Aides when solicited by Administration.
- 10.5 Establishment of pupil assignment and class schedules are administrative functions. Recommendations for pupil assignments may be made by the Member in order to assist with proper programming. Information concerning pupil enrollment and staffing patterns will be provided to all affected Members when changes in present staff assignments are anticipated. Prior to reorganization of classes, each Member involved shall have an opportunity to make recommendations for student assignment to the designated Administrator.
- 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.

- 10.7 In the event that a student will be confined to the hospital or residence, said pupil will be provided homebound services if permitted. It is understood that the classroom teacher will provide the person assigned to instruction with a current individual education program for that student.

## **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

- 12.1 The objectives for the evaluation of Members are:
- A. To assist in the delivery of appropriate programs and services for students;
  - B. To assist in the process of professional growth;
  - C. To serve as a basis or recommending competent, non-tenured teachers in positions requiring teacher certification for tenure; and
  - D. To serve as a basis for discipline up to and including discharge of Members.
- 12.2 Non-tenured Members will be evaluated on an annual basis. Tenured Members will be evaluated at least once every three (3) years. Members who do not acquire tenure will be evaluated on an annual basis during their first four (4) years of employment and at least once every three (3) years thereafter. Evaluations shall be conducted by a designated District administrator(s).
- 12.3 Evaluation criteria will be provided and discussed prior to beginning the evaluation process.
- 12.4 The evaluation will be based upon at least two (2) observations of at least one-half (½) hour in length.
- 12.5 There will be at least sixty (60) calendar days between the first and last observation.
- 12.6 The first observation will be scheduled with the Member. Subsequent observations may be unannounced. Observations will be conducted openly and with the knowledge of the Member and shall not be conducted the day prior to, of, or following Halloween, Thanksgiving Recess, Winter Break, Valentines Day, and Spring Break.
- 12.7 An Observation Review Conference to discuss each observation shall be held within fifteen (15) workdays of the observation, unless the parties agree to extend the timeline in writing. The Member will be provided with a brief written report of each observation during the conference.
- 12.8 Any areas of concern shall be noted in an "Observation Review Conference Report." If necessary, said report shall also include a written plan for improvement, including specific suggestions for improvement and a reasonable period of time for the Member to improve performance.
- 12.9 The evaluation process will be completed and a written report ("Evaluation Report") provided to the Member during an Evaluation Conference within thirty (30) calendar days of the last Observation Review Conference. Said report shall contain a summary

of the evaluation process. All Evaluation Conferences shall be conducted prior to May 1<sup>st</sup>, unless the parties agree to extend the timeline in writing.

- 12.10 The Member will sign the Observation Review Conference and Evaluation Reports, but said signature does not signify concurrence or approval of the evaluation. The Member may attach a letter of reaction, provided it is filed within fifteen (15) workdays of the evaluation review date.
- 12.11 Observation Review Conference and Evaluation Reports shall be filed in the Member's personnel file at the Board of Education's Office.
- 12.12 Specific test results of academic progress of individual students or the review of the success rate of a program, or a student's attainment of performance objectives shall not be used as the sole determinant of the Member's quality of service for fitness for retention.
- 12.13 Upon request, a Member may have a representative of LISEA present during the Observation Review and Evaluation Conferences.
- 12.14 Each non-tenured Member in his or her first three (3) years of employment by the District shall be assigned a mentor by the Administration. The mentor shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- 12.15 Following consultation with the Member, each non-tenured Member will be provided with an Individualized Development Plan (IDP) at the beginning of regular years two (2), three (3) and four (4) of employment. In addition, following consultation with the Member, each tenured Member receiving a less than satisfactory performance evaluation will be provided with an IDP. Subsequent evaluations will include assessment of the Member's progress in meeting IDP goals.
- 12.16 The results of the observation review and evaluation shall not be subject to the Grievance Procedure. In addition, the parties agree that non-renewal of a non-tenured and/or probationary period Member's contract due to unsatisfactory performance determined through the evaluation process shall not be subject to the Grievance Procedure.

## **ARTICLE 13**

### **PERSONNEL FILES AND RECORDS**

- 13.1 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: 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.
  - 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.
- 13.2 General Access to Personnel Files: The Superintendent, department director, the Member's immediate supervisor, administrative employees specifically designated by the Superintendent, or a Board Member if it relates to his or her duties and/or responsibilities as a Board Member may access the Member's personnel file without notice to the Member. The Member will be notified, in writing, of all other requests to access the Member's personnel file prior to the actual access.
- 13.3 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. The right to access includes the right to make written objections to any information contained in the file. It also includes the right to add pertinent documents to the file, or reproduce documents contained in the file. Any costs associated with said reproduction shall be the responsibility of the Member.
- 13.4 Management: The Superintendent or designee shall be the records manager for Member personnel files and shall have the overall responsibility for maintaining and preserving the confidentiality of the personnel files to the extent of applicable law.
- 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.
- 13.6 No material, other than employment information, 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. Such signature shall be understood to indicate the Member's awareness of the material, but said signature shall not 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 submit a Grievance in accordance with Article 18 requesting that the material be corrected or expunged from the file.

## **ARTICLE 14**

### SENIORITY

- 14.1 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, except for longevity, Members shall 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. 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, Members shall be given credit based on a percentage of days worked in relation to the number of negotiated workdays.
- 14.2 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.
- 14.3 By October 1<sup>st</sup> 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. Leaves of absence if over three (3) months in duration or if leave of absence affects seniority;
  - D. Current assignment; and
  - E. Layoffs.

This list shall include Members currently on involuntary layoff up to a maximum of three (3) years in accordance with the Teachers' Tenure Act.

The LISEA President shall notify the District of any concerns within fifteen (15) workdays. Copies of the corrected seniority list shall be posted by November 1<sup>st</sup>. Members shall have fifteen (15) workdays 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.

- 14.4 Seniority shall accrue during any involuntary layoff up to a maximum of one (1) year.

- 14.5 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.
- 14.6 A leave of absence shall not be considered as a leave from the bargaining unit; however, seniority shall not accrue during said leaves unless so specified.
- 14.7 For Members working less than a full day schedule, seniority shall be granted in proportion to time worked.
- 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

- 15.1 Vacancy shall be defined, for purposes of this Agreement, as a newly created position; or a position previously held by a Member whose employment has been terminated by the District, through resignation, retirement, or death; or who has been transferred to another position, either within or outside of the bargaining unit.
- 15.2 Vacancies occurring within the bargaining unit, including extended year positions, or within the total professional staff, including newly created positions, shall be publicized by the Board by posting it on the designated bulletin boards in the Board of Education office and the Education and Technology Center, along with a copy of each posting to LISEA. Positions as above described shall be posted at least ten (10) calendar days prior to being filled.
- 15.3 The posting will specify the type of certification required, building and/or location of assignment, workday assignment, and if appropriate, the type of basic classroom program where the vacancy occurs. The Member shall be given further information concerning these vacancies by contacting the proper Administrator in the building where the vacancy is occurring, or the Board of Education's Office.
- 15.4 In the event any revisions to the positions are made after the original posting, LISEA shall be notified.
- 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.*
- 15.7 No vacancy shall be filled prior to the completion of the posting period, except in case of an emergency or on a temporary basis.
- 15.8 Bid meetings shall be scheduled for the first (1<sup>st</sup>) 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.
- 15.11 Requests by a Member to fill a vacancy shall be made in writing.
- 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.

#### 15.15 Extended Year Positions

- A. Positions in which services are provided to students beyond the regular year shall be considered extended year positions.
- B. Extended year positions will be filled on a voluntary basis in accordance with Article 15.15 (C).
- C. Upon request and approval of Administration, an extended year position may be shared by two (2) Members and the schedules (i.e., days and hours to be worked) of the Members sharing the position shall be mutually decided by Administration and the Members.
- D. The procedure for filling extended year positions shall be as follows:
  - 1) A minimum of forty-five (45) calendar days prior to the start date, Administration will post internal notices of the available extended year positions ("Internal Postings") for seven (7) workdays, and forward copies of said postings to LISEA. Members selected for the positions will be notified by May 1<sup>st</sup>.

The parties agree that the extended year positions for June 2009 have previously been filled and that the extended year positions for July 2009 and August 2009 will be posted a minimum of forty-five (45) calendar days prior to the start date. Extended year positions for June 2010, July 2010, and August 2010 will be posted a minimum of forty-five (45) calendar days prior to the start date.

- 2) Personnel for extended year positions will be hired in the following order:
  - 1st The Member who holds the position during the regular year
  - 2nd Members meeting the certification requirements of the position, based on highest seniority
  - 3rd Non-LISEA Members

#### 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.

## **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 30<sup>th</sup> 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 17**

### **PROFESSIONAL DEVELOPMENT**

- 17.1 In recognition of the need to foster professional development both parties agree to support and encourage the following:
- A. Professional education in-service, both within the District and countywide;
  - B. Development of innovative and instructional programs in the District;
  - C. Procurement of instructional materials and equipment for special projects;
  - D. Active participation in school improvement projects and meetings as related to current legislation. (Any school improvement plan shall not alter this Agreement without the consent of both parties); and
  - E. Development and updating of a professional library.
- 17.2 Up to two (2) additional "Training Days" may be held beyond the regular calendar (see Article 3 and Article 21.7). The maximum number of Training Days plus the total number of regular year workdays shall not exceed the equivalent of 189 days. However, Training Days shall only be scheduled during the three (3) workdays either following or prior to the regular year.

## **ARTICLE 18**

### **GRIEVANCE PROCEDURE**

- 18.1 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.
  - B. 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.



C. 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 D.*

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 subsection of this Agreement that has been allegedly violated.
- 4) Date of the alleged violation.
- 5) The relief requested.

## 18.2 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 with a Grievance, or the supervisor, to discuss the matter informally with an appropriate Member of the Administration or the officers or area representatives of LISEA.

## 18.3 Procedure:

**Level I (Issues Meeting)** - LISEA and the Administration 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.

**Level II (Administrator)** - If no resolution is reached at Level I, the Grievance shall be submitted in writing to the appropriate Administrator within twenty (20) workdays from its occurrence or said Grievance shall be considered null and void. 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 III (Superintendent)** - If the Grievant(s) or 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 or the Grievant(s) may file an appeal with the Superintendent or 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 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 designee shall provide a written copy of the disposition of the Grievance to LISEA.

**Level IV (Board of Education)** - If the grievant(s) or LISEA is not satisfied with the disposition of the Grievance upon completion of Level III, or if no disposition has been provided within the timelines set forth under Level III, LISEA or the grievant(s) may file an appeal with the Board of Education of the Intermediate School District. 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 III. 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, or the next regularly scheduled Board meeting, whichever is sooner, the Board shall meet with the Grievant(s) and a LISEA Representative in an effort to resolve the Grievance. Within ten (10) workdays of said meeting, the Board shall provide a written copy of their disposition of the Grievance to LISEA.

**Level V (Mediation)** - If LISEA or the Board is not satisfied with the disposition of the Grievance upon completion of Level IV, or if no disposition has been provided within the timelines set forth under Level IV, the dissatisfied party may request mediation with the Michigan Employment Relations Commission. Said request shall be made 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 IV.

**Level VI (Arbitration)** - If LISEA is not satisfied with the disposition of the Grievance upon completion of Level IV or, if no disposition has been provided within the timelines set forth under Level IV or, the result of the mediation under Level V, 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 IV, or within ten (10) workdays of the result of the mediation under Level V, 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.

- 18.4 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.
  - B. Establish salary scales.
  - C. Interpret State or Federal law unless specifically referred to in this Agreement.
  - D. 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.
  - E. Arbitration awards or Grievance settlements will not be made retroactive beyond the date of occurrence or non-occurrence of the event upon which the Grievance is based.
- 18.5 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 15<sup>th</sup> 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.
- 18.6 Notwithstanding the expiration of this Agreement, any claim or Grievance arising hereunder may be processed through the Grievance Procedure until resolution.
- 18.7 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 V and VI of the Grievance Procedure.
- 18.8 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 19**

### LEAVES AND ABSENCES

#### **19.1 Sick Days**

- A. Each Member covered by this Agreement shall earn the equivalent of one (1) sick day for every eighteen (18) days worked during the regular year calendar. At the beginning of each regular year, or upon employment, each Member shall be credited with a sick day for each eighteen (18) work days remaining on the regular year calendar up to a maximum of ten (10) days. Unused sick days will carry over into the next regular year. If a Member leaves the District before the completion of the regular year, a deduction equivalent to the number of credited but unearned sick days will be made from the Member's final pay.
- B. Members will be reimbursed for unused sick days in the following fashion:
  - 1) Members may accrue an unlimited number of sick days. Upon request of the Member, forty-five dollars (\$45.00) will be paid at the end of each regular year for each unused sick day accumulated over ninety (90) days.
  - 2) Members with a minimum of one (1) year of experience who terminate employment will be paid at the current rate as stated in part 19.1 (B)(1) above, for each unused sick day accumulated.
  - 3) Each Member will be given a written statement by October 1<sup>st</sup>, or upon employment, of their total number of sick days.
- C. Members may use all or any portion of their sick days for emergency leave, or to recover from their own illnesses or disabilities until becoming eligible for LTD. Emergency leave may be used for accidents or major illnesses in the Members' immediate or extended family or for making arrangements for medical or nursing care for a Member of their immediate or extended family.
- D. Immediate family shall be defined as the Member's spouse, or the Member's or Member's spouse's mother, father, step-parents, sibling or step-sibling, children or step-children and other legal dependants living in the household.
- E. Extended family shall be defined as the Member's or the Member's spouse's grandparents or grandchildren.
- F. For uses of sick days that are more than five (5) consecutive days in duration, the Member may be required to provide documentation, including a physician's statement, detailing the nature of the Member's, or Member's immediate or extended family Member's illness and/or disability. Said statement must be actually signed by the physician. A stamped signature may not be accepted.

## 19.2 **Medical Condition**

- A. The Board shall pay the wage of a Member who has a medical condition resulting in the Member's absence beyond forty (40) workdays until the ninetieth (90<sup>th</sup>) calendar day, unless the Board paid LTD plan covers those days. A Member who suffers from a medical condition after previously being absent due to the same or similar affliction, shall be considered to be on a continuation of the previous medical leave, unless the Member had actively worked full-time for a period of at least six (6) months between both medical leaves.
- B. Members who are unable to perform their duties due to medical conditions and who have exhausted their sick days for which they are eligible or leave granted in accordance with the Family Medical Leave Act shall be placed on extended medical leave, which is an unpaid leave of absence, subject to the return provisions of 19.15.
- C. The Board agrees to continue the Member's health insurance coverage for one (1) year while on disability leave unless said coverage is continued by the long term disability carrier.

## 19.3 **Personal Leave Days**

At the beginning of the regular year, or upon employment, each Member shall be credited with two (2) personal leave days if the Member works the negotiated entire regular year calendar. Personal leave days shall be used for business that cannot be conducted except during school hours. A Member planning to use a personal leave day shall notify the designated Administrator by submitting the appropriate form at least three (3) days in advance, except in cases of emergency. Emergency days shall be granted without three days notification when in conformance with this Article. A Member may be asked to explain the reason for the personal day(s) if the box marked "Other" is checked on the leave request form. In such an event, the day will be granted if it is an absence for business that cannot be conducted except during school hours. Personal leave days may be available for the practice of individual religious preferences. Personal leave days will not be granted for recreational or vacation purposes. Personal leave days not used will be credited to a Member's accumulated sick leave bank at the end of the school year.

## 19.4 **Jury Duty**

- A. A Member called for jury duty or who is subpoenaed to testify during school hours in a judicial or administrative matter, or who shall be asked to testify in an arbitration or fact finding shall be paid full salary without loss of leave or personal leave days for such time spent on jury or giving testimony.
- B. Additional expenses for mileage or meals incurred by the Member shall be deducted from the fees paid by the court and the balance of the fees is to be endorsed and submitted to the Lapeer County Intermediate School District. Administration may request written verification of Jury Duty participation.

## 19.5 **Bereavement**

- A. Members will be allowed to use up to five (5) leave days without loss of pay for a death in the immediate family.
- B. Members will be allowed to use up to three (3) leave days without loss of pay for a death in the extended family.
- C. Members will be allowed to use one (1) leave day *per year* without loss of pay for a death of a person that is not in either the immediate family or the extended family.
- D. Members approved to attend the funeral as representatives of the Intermediate School District shall also be granted a Bereavement Leave without loss of pay.

## 19.6 **Graduate Leave**

Graduate Leave may be granted without pay or fringe benefits to a maximum of five percent (5%) of the teachers on staff, and may be granted to ten percent (10%) of the teachers after three (3) years of service to the District for a one (1) year program of full-time graduate study. Should more than five percent (5%) of the teachers desire a Graduate Leave, determination of applicants will be according to seniority within the District. Full-time graduate study shall be defined as ten (10) semester hours per semester, unless otherwise specified by the University.

## 19.7 **Conferences and Conventions**

It shall be the intent of the Board to encourage professional growth through attending conferences, conventions, and workshops. Members granted conference leave shall submit a detailed report of its content within five (5) calendar days from return. Members planning to use conference leave shall request approval from the designated Administrator at least one (1) month in advance if possible. An advisory committee may be established to develop operational guidelines.

## 19.8 **Association Days**

In the event that LISEA requests to send up to two (2) representatives to local, state, or national conferences conducted by LISEA, or its affiliates (*i.e.*, MEA or NEA) for the purpose of furthering the cause of pursuing its own professional purposes or other business leave pertinent to LISEA affairs, said representatives shall be excused 1) providing the frequency does not impair the quality of instruction (as determined by the appropriate Administrator) and 2) providing that said request has been submitted to the appropriate Administrator for approval as soon as possible prior to the leave. LISEA will reimburse the District for the cost of substitutes when provided.

## 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.

**19.10 Personal Leave**

An unpaid personal leave may be requested and the individual determination will be at the discretion of the Board of Education. Return rights will be determined at the time of request and in accordance with Article 19.15.

**19.11 Sabbatical Leave**

- A. The Board may grant a professional teacher a Sabbatical Leave for professional improvement after employment by the District for at least seven (7) consecutive years. Leaves may not exceed one (1) year.
- B. While on leave, the teacher shall be considered to be in the employment of the Board. While on leave the teacher shall be compensated at a rate of forty percent (40%) of the salary earned during the year immediately preceding the leave. Eligible benefits and leave privileges shall be continued for the teacher during the leave period.
- C. An individual on an approved Sabbatical Leave of absence must return to the District for a period of not less than two (2) years after the completion of the Sabbatical Leave or return the full amount of pay received while on the granted Sabbatical Leave plus the cost of any benefit coverage during that period of time.

**19.12 Child Care Leave**

- A. An unpaid leave of absence shall be granted to a Member for the purpose of child care.
- B. Child care will be defined as prenatal, newborn infant, newly adopted child, or a child suffering from crippling, terminal, or other serious illness or accident.
- C. The leave shall commence upon request of the Member, provided that unless there is an emergency situation the Member shall give at least one (1) month notice of intent for said leave.
- D. It is further provided that:
  - 1) The initial leave period shall be specified and may be for a period of up to one (1) year. The leave may be extended by written request of the Member and approval of the Board.

- 2) Before returning to work, a physician's statement shall be filed by the Member certifying ability to resume regular job duties and responsibilities.
- 3) Said leave may be terminated at the Member's request provided a position is available for which the Member is appropriately certified. Said Member will retain return rights under the initial leave.
- 4) The Board agrees to continue the Member's health insurance coverage as required by the Family Medical Leave Act (FMLA).

### 19.13 **Certification Leave**

A. If a teacher is not able to attain certification within the time constraints, said teacher will be granted a certification leave for one (1) year with the following provisions:

- 1) The teacher has been displaced due to a change in certification requirements;
- 2) The teacher has at least seven (7) years of service with the Lapeer County Intermediate School District;
- 3) The teacher provides written evidence that the requirements will be completed within one (1) year; and
- 4) There will be an available position at the completion of the leave for said teacher.
- 5) The District shall pay the teacher fifty percent (50%) of the teacher's previous year's salary, as well as maintain the teacher's health, life, dental, and vision insurance coverages. The teacher's seniority shall continue accrue at the rate of 50% of what it would accrue were the teacher actually working.

B. Return Provision:

A teacher who is returned to a position following a Certification Leave must remain in the position for a period of not less than two (2) years after the completion of the leave or reimburse the District the full amount of salary received while on the leave, as well as the costs of any insurance coverage.

### 19.14 **Unpaid Leaves**

It is the intent of the Board and LISEA to provide optimal services to our students. In general unpaid days are discouraged. All planned days that are to be taken without pay must be arranged at least one (1) week in advance and are at the discretion of the Administration. All unplanned days taken without pay are subject to administrative review, rationale for the absence must be provided, and documentation for the reason may be required.



### 19.15 **Miscellaneous Leave Provisions**

The following provisions shall apply to Members on a leave:

- A. A Member will accrue seniority while on paid leaves in accordance with Article 14 and will maintain earned sick days while on any leave. The Member's position on the salary schedule will not change while on leave.
- B. Members on leaves may, at their expense, continue their insurance coverage as long as this option is made possible by the insurance carrier, unless otherwise provided by this Agreement.
- C. Leave forms are available in the Administrative Office.
- D. Members returning from a leave will be reinstated in the following manner:
  - 1) To the same position, if it exists; or
  - 2) To a position for which the Member meets the posted requirement, if a vacancy exists. *See Article 16.*
- 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.*
- F. Requests to return early from a leave may be granted at the sole discretion of Administration.

### 19.16 **Family and Medical Leave Act (FMLA)**

- A. When appropriate, leave that qualifies for protection under FMLA shall run concurrently with other types of medical-related leave.
- B. Members shall have the right to maintain up to five (5) sick days while on FMLA leave.

## **ARTICLE 20**

### FRINGE BENEFITS

- 20.1 The District will offer to each Member the following benefits: health, optical, dental, long-term disability, and life insurances. Furthermore, the District shall solicit 4 or more bids every 3 years in accordance with the Public Employees Health Benefit Act; however, the plan(s) and carrier(s) shall be of LISEA's choosing. LISEA must inform the District of the plan and carrier selected by May 31<sup>st</sup> of each year. Said plan shall go into effect on July 1<sup>st</sup> of each year.

With respect to each contract year during this Agreement, the maximum allowance in each category to be paid by the District will not be more than six percent (6%) of the previous year's maximum allowance in each category.

- 20.2 With respect to each contract year during this Agreement, the maximum allowance in each category to be paid by the District will not be more than six percent (6%) of the previous year's maximum allowance in each category, except for the 2006-07 year.

**2008-09**

The maximum allowance for each Member in 2008-09 for medical is \$1,399 and for non-medical is \$300.

**2009-10**

The maximum allowance for each Member in 2009-10 for medical is \$1,483 and for non-medical is \$319.

- 20.3 Should the actual cost to the District for the above listed fringe benefits exceed the maximum allowance, it is agreed and understood that each Member shall be responsible for the difference. The difference shall be paid in the form of an employee contribution through payroll deductions. Said deductions shall begin with the first (1<sup>st</sup>) pay of the regular year calendar and end with the last pay of the regular year calendar.
- 20.3 Members electing to receive non-medical benefits only will be paid a cash option \$150 per month during the time coverage is not in effect.
- 20.4 Members working less than full-time shall receive fringe benefits or a cash option in lieu of health insurance (*see Article 20.2*) in proportion to the amount of time worked.
- 20.5 Members losing health insurance coverage under a spouse's plan at any time during the regular or extended year will be eligible to resume health insurance coverage under this Agreement and will no longer receive a monthly cash option. In this event, Members must enroll under the District's health insurance coverage within thirty (30) calendar days of the date of loss.
- 20.6 The open enrollment period for health insurance coverage is October 1<sup>st</sup> thru October 24<sup>th</sup>. Changes made during the open enrollment period will take effect December 1<sup>st</sup>.
- 20.7 No bargaining unit Member shall have duplicate health insurance coverage under both the District's health insurance and health insurance coverage of a spouse or other family Member. Upon signing of this Agreement, each bargaining unit Member shall be required to complete a statement indicating whether or not they have dual coverage. Members who are covered under another policy shall have sixty (60) days to elect to continue coverage under that policy and drop the District's coverage, or to continue coverage under the District's policy. If coverage with the District is elected, the Member must certify to the District that he or she has been dropped from the other coverage. Should a Member fail to make the election in a timely fashion, the District shall have the right to drop the Member from the District's coverage with thirty (30) days notice to the Member. In addition, failure to comply with this Article may result in disciplinary action being imposed.
- 20.8 Members who are covered under another health insurance policy must provide written authorization to permit the District to obtain necessary documentation from the other insurance carrier to confirm that coverage has been dropped.

- 20.9 Members who maintain duplicate coverage contrary to the terms of this provision shall be required to reimburse the District for the cost of the District-provided coverage for all months in which duplicate coverage was maintained by the Member, said reimbursement is to be made through payroll deductions.
- 20.10 Members whose spouses have mandatory health care coverage are exempt from this requirement.

## **ARTICLE 21**

### **COMPENSATION**

- 21.1 The basic salaries of Members covered by this Agreement are listed in Appendix A, and shall remain in effect during term of this Agreement.
- 21.2 The teacher salary schedule, as set forth in Appendix A, is based upon the number of workdays in the regular year calendar and the assignment as summarized below:

<b>YEAR</b>	<b>TEACHER WORKDAYS (REGULAR YEAR)</b>	<b>INSTRUCTIONAL DAYS</b>
2008-09	187	183
2009-10	187	183

For assignments in excess of the regular year calendar and the normal workload, excluding the extended year calendar, teachers will be compensated at their individual hourly rates, for which teachers will submit signed timesheets.

- 21.3 The nurse salary schedule, as set forth in Appendix A, is based upon both the regular and extended year calendars and the working assignment as summarized below:

<b>YEAR</b>	<b>NURSE WORKDAYS (REGULAR YEAR)</b>	<b>NURSE WORKDAYS (EXTENDED YEAR)</b>
2008-09	187	22
2009-10	187	TBD

The District reserves the right to determine which salary step an individual holding a nurses position will be placed at based on the individual's personal experience and expertise. For assignments in excess of the regular and extended year calendars and the normal workload nurses will be compensated at individual hourly rates, for which nurses will submit signed timesheets.

- 21.4 The teacher's hourly rate shall be based on the regular year calendar salary schedule. In order to compute the hourly rate, the following formula will be used:

Teacher's step on the salary schedule, plus pay for graduate hours, plus longevity pay, divided by the total number of regular year days, divided by the number of hours in the workday, *i.e.*, [(salary + graduate hours + longevity pay) ÷ 187 days] ÷ 6.75 hrs.

- 21.5 The nurse's hourly rate shall be computed using the following formula:

Nurse's step on the salary schedule, plus longevity pay, divided by the total number of regular year days times the number of hours in the workday plus the total number of extended year days times the number of hours in the workday, *i.e.*  $(\text{salary} + \text{longevity pay}) \div [(187 \times 7) + (17 \times 4.25) + (5 \times 6)]$

- 21.6 Hourly rates for Members working the extended year are listed in Appendix B.
- 21.7 Members required to attend training by the District beyond the negotiated number of workdays and hours will be compensated at the rate of twenty-five dollars (\$ 25) per hour, for which Members will submit signed timesheets.
- 21.8 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 current IRS rate. Changes in the rate will be provided in writing by the Board.
- 21.9 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 Advancement on the Salary Schedule*" to the Superintendent *prior* to registration. *See Appendix F.* 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 1<sup>st</sup>; and
      - c. Section III must be submitted to the Superintendent no later than September 1<sup>st</sup>.
- 21.10 Teachers will have the option of receiving their salary in twenty-two (22) or twenty-six (26) pays (or, if appropriate, 23/27 pays). The teacher will remain on the same pay schedule as the previous year unless the business office is notified of a change three (3) weeks before the start of school. Teachers who opt to receive their salary in twenty-six (26) pays may not receive any advancements on future monies due under their contract (*i.e.*, "cashing out" of contract balances will not be permitted.)

- 21.11 In recognition of service to the District , a payment of twenty-seven percent (27%) of the teacher's last full year's wages will be paid one (1) time only to any Member leaving the District, providing the teacher 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.
- 21.12 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% |
- 21.13 Members required to work more days than what has been negotiated shall be compensated based on their daily rate for said days.
- 21.14 New Members shall be hired at no less than actual experience.
- 21.15 Mentors shall be paid twenty dollars (\$20) per hour for mentor activities that exceed the negotiated day and year, for which Members will submit signed timesheets.
- 21.16 Annual step increases for all Members except school nurses shall take effect on the first (1<sup>st</sup>) scheduled workday of the regular school year, not on July 1<sup>st</sup>. Annual step increases for school nurses shall take effect on July 1<sup>st</sup>.

## **ARTICLE 22**

### MISCELLANEOUS PROVISIONS

- 22.1 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.
- 22.2 This Agreement shall supersede any rules, regulations, or practices that shall be contrary to or inconsistent with its terms.
- 22.3 If any provision of this Agreement or any application of the Agreement to a Member or group of Members shall be found 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.
- 22.4 If a teacher feels that in the teacher's reasonable judgment the 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.
- 22.5 In the event that it is anticipated this District shall be combined with one or more districts, the Board shall provide written recommendations for continued employment for staff whose evaluations have been satisfactory.

- 22.6 The Board's Administrative representative and a LISEA representative shall meet, as necessary, for the purpose of reviewing the Administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit, when possible, an agenda covering what they wish to discuss three (3) workdays prior to the meeting. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and LISEA, provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- 22.7 There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by LISEA and one (1) by the MEA UniServ Director.
- 22.8 The parties acknowledge that during the negotiations which resulted in this Agreement, each has 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 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.
- 22.9 In the event of annexation, consolidation or other reorganization of the Intermediate School District, terms of this Agreement will be honored to the extent permitted by law.
- 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.
- 22.11 A Dual Insurance Coverage Statement will be completed by each LISEA Member.
- 22.12 Resignation Notification Incentive

A. 2008-09

The District will pay five-hundred dollars (\$500) to any full-time, currently employed LISEA Member who submits their resignation from the District by June 20, 2008 with an effective date of December 31, 2008 or later, or by March 1, 2009, with an effective date any time after the 2008-09 regular year and before the 2009-10 regular year.

B. 2009-10

The District will pay five-hundred dollars (\$500) to any full-time currently employed LISEA Member who submits their resignation from the District by June 20, 2009

with an effective date of December 31, 2009 or later, or by March 1, 2010, with an effective date any time after the 2009-10 regular year and before the 2010-11 regular year.

## **ARTICLE 23**

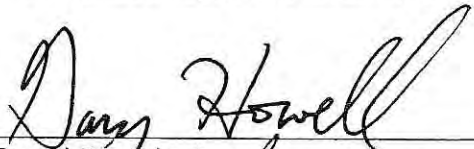
### DURATION OF AGREEMENT

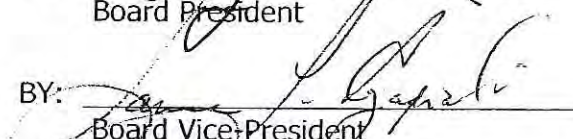
- 23.1 This Agreement shall be effective upon ratification by the Board of Education and shall continue until 12:01 a.m. of the first scheduled workday for Special Education staff of the 2010-11 regular school year.
- 23.2 If, pursuant to negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for specific period or periods by mutual written agreement of the parties.
- 23.3 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 2008-10 shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and copies presented to all Members either now or hereafter employed by the Board.

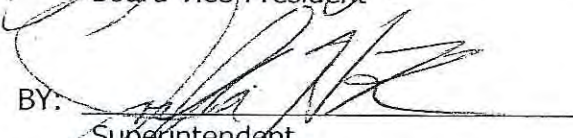
Ten (10) additional copies of the Agreement shall be sent to the President of LISEA.

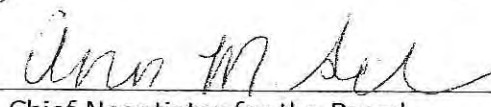
The Board shall also provide to all Members either now or hereafter employed by the Board an explanation of the fringe benefit package.

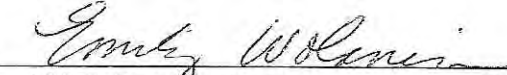
- 23.4 IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives on the 17<sup>th</sup> day of June, 2009

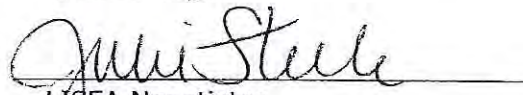
BY:   
Board President

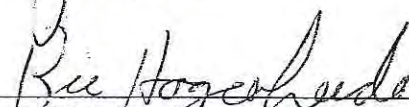
BY:   
Board Vice-President


BY:   
Superintendent

BY:   
Chief Negotiator for the Board

BY:   
LISEA President

BY:   
LISEA Negotiator

BY:   
LISEA Negotiator MEA UniServ Director

BY:   
MEA UniServ Director  
LISEA Negotiator

## Appendix A SALARY SCHEDULE

### Teachers – Regular Year

Year	2008-09 (+2%)				2009-10 (+.5%)			
	BA	BA +15	BA+30/MA	MA+15	BA	BA+15	BA+30/MA	MA+15
0	\$39,327	\$42,119	\$44,911	\$47,702	\$39,524	\$42,329	\$45,135	\$47,941
1	\$42,684	\$44,988	\$47,291	\$49,595	\$42,897	\$45,213	\$47,528	\$49,843
2	\$44,911	\$47,359	\$49,808	\$52,256	\$45,135	\$47,595	\$50,057	\$52,517
3	\$47,256	\$49,857	\$52,457	\$55,059	\$47,491	\$50,106	\$52,719	\$55,334
4	\$49,725	\$52,485	\$55,245	\$58,005	\$49,974	\$52,748	\$55,521	\$58,295
5	\$52,326	\$55,251	\$58,178	\$61,103	\$52,588	\$55,528	\$58,469	\$61,409
6	\$55,060	\$58,168	\$61,275	\$64,383	\$55,335	\$58,458	\$61,582	\$64,705
7	\$57,942	\$61,241	\$64,539	\$67,838	\$58,232	\$61,547	\$64,862	\$68,177
8	\$60,973	\$64,473	\$67,975	\$71,475	\$61,277	\$64,796	\$68,315	\$71,883
9	\$64,159	\$67,874	\$71,590	\$75,305	\$64,480	\$68,213	\$71,948	\$75,681
10	\$67,525	\$71,463	\$75,402	\$79,341	\$67,863	\$71,821	\$75,779	\$79,737

### Nurse

Year	2008-09 (+2%)		2009-10(+.5%)	
	Annual	Hourly	Annual	Hourly
0	\$37,408	\$25.96	\$36,820	\$26.09
1	\$39,181	\$27.19	\$38,569	\$27.33
2	\$40,391	\$28.03	\$39,755	\$28.17
3	\$42,625	\$29.58	\$41,956	\$29.73
4	\$44,959	\$31.20	\$44,257	\$31.36
5	\$47,913	\$33.25	\$47,164	\$33.42
6	\$50,305	\$34.91	\$49,507	\$35.08

**NOTE:** 2008-09 annual amount based on 1,441 hours ([187 days x 7 hours/day] + [22 days x 6 hours/day]) and 2009-10 annual amount based on 1,411.25 hours ([187 days x 7 hours/day] + [17 days x 4.25 hours/day] + [5 days x 6 hours/day])



## **Appendix B**

### EXTENDED YEAR

Compensation for the extended year shall be handled by one of the following options:

Option 1 - A teacher may take equivalent time off during the regular year and make up that time during the extended year with no additional compensation during the same fiscal year, if mutually agreed to by the teacher and Administration.

Option 2 - If time off during the regular year cannot be arranged, the teacher shall be compensated at their hourly rate. *See rate chart below.*

Option 3 - If necessary, a combination of Option I and Option II will be used, if mutually agreed by the teacher and Administration.

<u>Years of Experience</u>	<u>Teachers</u>	
	<u>Hourly Rate</u>	
	<u>08/09</u> <b>(+2%)</b>	<u>09-10</u> <b>(+.5%)</b>
0	\$32.62	\$32.78
1	\$35.00	\$35.18
2	\$37.36	\$37.55
3	\$39.74	\$39.94
4	\$42.11	\$42.32
5	\$44.48	\$44.70
6	\$46.85	\$47.08
7	\$49.23	\$49.48
8	\$51.60	\$51.86
9	\$53.97	\$54.24
10	\$56.34	\$56.62

Misc.

- Time sheets should reflect actual time worked.
- Teachers will not earn sick days during the extended year.
- Members may use previously accumulated sick days at a rate of one (1) day for each extended year day.
- Members who work during the extended year may use up to five (5) previously earned sick or personal business days as non-review leave days with at least three (3) workdays prior notice.

# Lapeer County Intermediate School District 2008-2009 Calendar (revised 3/4/09)

Appendix C

June 2008	July 2008	August 2008
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
September 2008	October 2008	November 2008
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
December 2008	January 2009	February 2009
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
March 2009	April 2009	May 2009
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
June 2009	July 2009	August 2009
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

### 2008-09 Regular School Year

	CTE Staff	CTE Students	Spec Ed Teachers	Ext Yr Spec Ed Aides	Reg Yr Spec Ed Aides	Spec Ed Students
Aug.	2	0	2	2	2	0
Sept.	21	21	21	21	21	21
Oct.	23	23	23	23	23	23
Nov.	18	16(+11/25*)	17	17	17	16(+11/25*)
Dec.	15	15	15	15	15	15
Jan. '09	20	19(+1/19*)	20	20	20	19(+1/19*)
Feb.	19	18(+2/13*)	19	19	19	18(+2/13*)
Mar.	22	21	22	22	22	22
Apr.	16	16	16	16	16	16
May	20	20	20	20	20	20
June	11	11	12	11	10	10
July	0	0	0	0	0	0
Aug.	0	0	0	0	0	0
<b>TOTAL</b>	<b>187</b>	<b>180 (183)</b>	<b>187</b>	<b>186</b>	<b>185</b>	<b>180 (183)</b>

\* PD Days that count as Instructional Days

### 2007-08 Extended Schedule – Special Education

June 2008: 18<sup>th</sup>-20<sup>th</sup> and 25<sup>th</sup>-27<sup>th</sup>  
Student Hours: 8:15 am - 1:45 pm  
Staff Hours: 8:00 am - 2:00 pm

### 2008-09 Extended Schedule - Special Education

July 2008: 14<sup>th</sup>-17<sup>th</sup> and 21<sup>st</sup>-24<sup>th</sup>  
August 2008: 4<sup>th</sup>-7<sup>th</sup> and 11<sup>th</sup>-14<sup>th</sup>  
June 2009: 17<sup>th</sup>-19<sup>th</sup> and 22<sup>nd</sup>-24<sup>th</sup>  
Student Hours: 8:15 am - 1:45 pm  
Staff Hours: 8:00 am - 2:00 pm

### 2009-10 SCI/SXI Program – Special Education

July 2009: 13<sup>th</sup>-17<sup>th</sup>, 20<sup>th</sup>-24<sup>th</sup>, and 27<sup>th</sup>-31<sup>st</sup>  
August 2009: 3<sup>rd</sup> and 4<sup>th</sup>  
Student Hours: 8:15 am - 11:30 am  
Staff Hours: 8:00 am - 11:45 am

### 2009-10 ESY Services – Special Education

August 2009: 24<sup>th</sup>-28<sup>th</sup>  
Student Hours: TBD  
Staff Hours: 8:00 am - 2:00 pm

### 2008

- August 7 Registration for Fall Community Ed Classes Begins
- August 20 Annual Spec Ed Workshop
- August 26 All-Staff Orientation
- August 27 PD Day for CTE Teachers
- August 28 Registration Day for Fall Adult Ed Classes
- September 1 Labor Day (No Staff or Students)
- September 2 1<sup>st</sup> Day for Students
- September 11 Fall Community and Adult Ed Classes Begin
- November 25 PD Day for All Staff (No Students)
- November 26 Records Day for CTE Teachers and workday for CTE Paraprofessionals
- November 26-30 Thanksgiving Break for Spec Ed Staff
- November 27-30 Thanksgiving Break for CTE Teachers
- Dec. 20, 2008- Jan. 4, 2009 Winter Break

### 2009

- January 5 School Resumes and Registration for Winter Community Ed Classes Begin
- January 12 – 15 Last week of Fall Community and Adult Ed Classes
- January 19 PD Day for All Staff (No Students) and Registration Day for Winter Adult Ed Classes
- February 13 PD Day for All Staff (No Students)
- February 16 Presidents Day (No Staff or Students)
- March 6 Records Day for CTE Teachers and workday for CTE paraprofessionals
- April 4 – 13 Spring Break
- April 14 School Resumes
- May 25 Memorial Day (No Staff or Students)
- May 26 – 28 Last week of Winter Community and Adult Ed Classes
- June 10 Adult Ed Graduation
- June 12 Last Day for Spec Ed Students and Reg Yr Aides
- June 15 Last Day for CTE Students, CTE staff, and Ext Yr Aides
- June 16 Last Day for Spec Ed Teachers

\* May be adjusted for Acts of God Days

### HOURS and PHONE NUMBERS

CTE Staff	7:25 am - 2:40 pm
CTE Students	
Morning Session	7:40 am - 10:15 am
Afternoon Session	11:35 am - 2:00 pm
Special Education Staff	7:30 am - 2:45 pm
Special Education Students	8:20 am - 2:20 pm

**Administration Building** 8:00 am - 4:30 pm  
(810) 664-5917 Fax: (810) 664-1011

**Education and Technology Center** 7:30 am - 4:30 pm  
(810) 664-1124 Fax: (810) 724-7600



**Appendix E**  
DUAL INSURANCE COVERAGE STATEMENT

Under the provisions of the 2008-10 Lapeer Intermediate Special Education Association contract, 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.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**Appendix F**  
***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: \_\_\_\_\_

**Appendix F - continued**  
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 1<sup>st</sup>.

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

Staff Member: \_\_\_\_\_ Position: \_\_\_\_\_

Current Level of Pay: \_\_\_\_\_

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

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

Total number of anticipated credit hours: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_

## Appendix F – continued

### SECTION III - COMPLETED COURSE WORK

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

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

## 2008-09 LISEA Insurance Coverage

### PLAN A – For members electing health coverage

Health:	MESSA Choices II w/ XVA2
Long Term Disability:	70% of Maximum Eligible Salary \$5,000 Maximum Monthly Benefit \$7,143 Maximum Eligible Monthly Salary 30 Calendar Days – Straight Wait COLA: No Mental/Nervous - Same as Illness Alcoholism/Drug - Same as Illness 5% Minimum Payout Pre-Existing Condition Waiver Family Social Security Offset No Survivor Income Freeze on Offsets No Educational Supplement Two (2) Year Own Occupation Waiver of Premium
Life:	\$50,000 with AD & D Disability Waiver
Vision:	VSP 3 Plus (Calendar year for vision is July 1 - June 30.)
Dental:	Delta Dental with a benefit level of 100/90S/90: \$2,000 Annual Max 90 Orthodontics: \$4,000 Lifetime Max Two (2) Cleanings Annually Adult Orthodontics (Calendar year for dental is July 1 - June 30.) Coordination of Benefits

### PLAN B – For members not electing health insurance

Long Term Disability:	Same as above
Negotiated Life:	Same as above
Vision:	Same as above
Dental:	Same as above
Option Money:	\$125.00



## 2009-10 LISEA Insurance Coverage

### PLAN A – For members electing health coverage

Health:	MESSA Choices II w/ XVA2
Long Term Disability:	70% of Maximum Eligible Salary \$5,000 Maximum Monthly Benefit \$7,143 Maximum Eligible Monthly Salary 30 Calendar Days – Straight Wait COLA: No Mental/Nervous - Same as Illness Alcoholism/Drug - Same as Illness 5% Minimum Payout Pre-Existing Condition Waiver Family Social Security Offset No Survivor Income Freeze on Offsets No Educational Supplement Two (2) Year Own Occupation Waiver of Premium
Life:	\$50,000 with AD & D Disability Waiver
Vision:	VSP 3 Plus (Calendar year for vision is July 1 - June 30.)
Dental:	Delta Dental with a benefit level of 100/90S/90: \$2,000 Annual Max 90 Orthodontics: \$4,000 Lifetime Max Two (2) Cleanings Annually Adult Orthodontics (Calendar year for dental is July 1 - June 30.) Coordination of Benefits

### PLAN B – For members not electing health insurance

Long Term Disability:	Same as above
Negotiated Life:	Same as above
Vision:	Same as above
Dental:	Same as above
Option Money:	\$125.00

**MINUTES**  
**LAPEER COUNTY INTERMEDIATE SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**Regular Meeting**

Lapeer County Intermediate School District Education and Technology Center  
June 15, 2011

**MEMBERS PRESENT:** Gary Howell, President  
Lawrence Czapiewski, Vice-President  
Janet Watz, Secretary  
Paul Bowman, Treasurer  
Elizabeth Murawski, Trustee

**MEMBERS ABSENT:** None

**ADMINISTRATORS PRESENT:** Cheryl Porter  
Ann Schwieman  
Michelle Proulx

**STAFF PRESENT:** Pam Drake  
Teresa Hill  
Theresa Frakes

**GUESTS:** Steve Zott  
Ken Brown

President Howell called the meeting to order at 7:00 p.m. with the Pledge of Allegiance.

Moved by Mr. Bowman, supported by Mr. Czapiewski, to approve the Agenda as amended. The motion carried unanimously.

Moved by Mr. Czapiewski, supported by Mr. Bowman, that the Minutes of the Regular Meeting of June 1, 2011, be approved as presented and the Minutes of the Biennial Election Meeting of June 6, 2011, be approved as corrected. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Watz, to schedule a Public Hearing for the purpose of the 2011-12 Budget, including the proposed property tax millage rate, for Wednesday, June 29, 2011 at 7:00 p.m. at the Education and Technology Center. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Czapiewski, that the following Budget Amendment Resolutions for 2010-11 be approved:

- A. The general appropriations act of the General Fund of the Lapeer County Intermediate School District for the fiscal year 2010-11 be amended as shown in the attached resolution;
- B. The general appropriations act of the Special Education Fund of the Lapeer County Intermediate School District for the fiscal year 2010-11 be amended as shown in the attached resolution; and
- C. The general appropriations act of the Vocational Education Fund of the Lapeer County Intermediate School District for the fiscal year 2010-11 be amended as shown in the attached resolution.

The motion carried unanimously by roll call vote.

Moved by Mrs. Watz, supported by Mr. Czapiewski, to commit fund balance in General, Special and Vocational funds for compensated absences and severances. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Watz, to assign fund balance in Special and Vocational funds for 2008 School Bond Debt principal and interest. The motion carried unanimously.

Theresa Frakes, Behavioral Specialist gave a presentation on the MiBLSi Grant.

Mr. Bowman provided the Treasurer's Report.

Moved by Mrs. Watz, supported by Mrs. Murawski, to destroy the ballots from the Biennial Election on June 6, 2011. The motion carried unanimously.

Moved by Mrs. Watz, supported by Mr. Czapiewski, that the following employment actions be approved:

- A. Hire the following individuals to fill the 2011 Special Education Summer Positions in accordance with the LISEA Contract, LIESP Contract and Non-Represented Support Staff Employment Guide:
  - Angela Whitcomb, SXI Classroom Teacher
  - Fred Haver, Diane Dove, Patti Martin and Lane Odalovich, SCI Classroom Teachers
  - Linda Burke and Sharlee Trent, SXI Instructional Aides
  - Kay Bashore, Sherry Rusell, Debbie Elliot, Gail Reinert, Kris Freel, Andrea Bollon, Robin Secson, Sarah Day, Marla Vauter and Heidi Schalau, SCI Instructional Aides
  - Stacy Colley and Erin Erdman, Occupational Therapists
  - Jannette Zafiroff, Physical Therapist
  - Linda Trent, Physical Therapist Assistant
  - Kim Banyas, Speech & Language Pathologist
  - Casey Russell, School Social Worker;
- B. Hire Mala Bobade to fill the position of Community Education Instructor – Phlebotomy Clinical in accordance with the Ancillary Employment Guide;
- C. That the Superintendent's acceptance of the resignation of Richard McMahan, Technology Support – Local District, be acknowledged with regret and best wishes;
- D. That the Superintendent's acceptance of the resignation of Harvey Vermeesch, Principal, be acknowledged with regret and best wishes;
- E. That the Superintendent's acceptance of the resignation of Stu Glenn, CTE Instructor - Electronics, be acknowledged with regret and best wishes; and
- F. That the Superintendent's acceptance of the resignation of David Ball, Housekeeper, be acknowledged with regret and best wishes.

The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Czapiewski, to approve the proposed draft of the 2011-12 ISD Calendar as presented. The motion carried unanimously.

Moved by Mr. Czapiewski, supported by Mrs. Murawski, that the following 2011-12 contracts be renewed at amounts not to exceed the renewal rate listed:

- Growth & Opportunity, Work Activity & Pre-Vocational Program Services - \$43,845
- Lapeer Team Work, Supported Employment - \$72,500
- Grace Bammer, Troubleshooting Soundfield Systems - \$18,000
- Lapeer County, Detour to Success - \$10,000

- Lapeer County, Early On Service Coordination - \$91,658
- Lapeer County, Early On Clerical Support - \$14,901
- Lapeer County, Great Start Coordination of Services - \$14,440
- Lapeer County, Great Start Clerical Support - \$5,625
- Lapeer Community Schools, Food Services - \$25,000
- North Branch, Speech & Language Services - \$9,000
- Dennis Scott, Transportation Reporting - \$4,000
- GLTA, Transportation Services - \$19,000
- Tuscola ISD, Orientation and Mobility Specialist - \$16,000
- LaPointe & Associates, 2010-11 Retainer Agreement - \$795
- Grondin's College of Cosmetology, Tuition and Supplies - \$143,943
- Huron ISD, CTE Software - \$8,610
- U of M, Pre-Engineering Program - \$103,400
- U of M, MCAP Program - \$123,000
- Timpanogos Technologies, Software Development and Support for AS400 - \$4,625
- Weidenhammer, CIMS Software Support & Maintenance - \$22,029
- Crystal Clean, Hazardous Waste Removal - \$5,000
- Honeywell, Flex Mechanical - \$23,520
- Genesee ISD, Education & Learning Consultants - \$33,300
- Genesee ISD, Shared-Time Instructional Services - \$50,000
- NCS Pearson, Inform (Data Analysis Software) - \$34,007
- MASB, ERIN - \$5,016

The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Watz, to schedule a Special Meeting for Wednesday, June 29, 2011 at 6:00 p.m. at the Education and Technology Center. The motion carried unanimously.

Moved by Mrs. Murawski, supported by Mrs. Watz, to accept the proposal submitted by THA Architect for the demolition of the CTE Electronics Area at no cost to the district. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Murawski, that quotes be solicited for the following maintenance projects:

- A. Replacement of carpet in the Sales & Marketing classroom; hallway leading to Instructional Services, Adult/Community Education, and Information Technology; and areas in the Administration Building; and
- B. Installation of cabinets in the Health Occupations classroom.

The motion carried unanimously.

Moved by Mr. Czapiewski, supported by Mrs. Murawski, to approve the student overnight travel request for 8 students from Agriscience/Horticulture Program to attend the Lapeer County FFA Officer Training Retreat and stay at the Outdoor Adventures Campground in Sterling, MI on July 18<sup>th</sup>-20<sup>th</sup>. The motion carried unanimously.

Moved by Mrs. Murawski, supported by Mr. Czapiewski, that action on the Capital Outlay Purchase Request submitted by the Technology Department be tabled until the June 29, 2011 Special Board Meeting. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mr. Czapiewski, to approve the request of the Special Education Department to purchase supplemental materials from Houghton Mifflin Harcourt for training participants in an amount not to exceed \$11,000 from ARRA funds. The motion carried unanimously.

Moved by Mr. Bowman, supported by Mrs. Murawski, that the Board go into Executive Session to discuss union contract negotiations. The motion carried unanimously by roll call vote.

The meeting recessed at 8:20 p.m.

The meeting reconvened at 8:52 p.m.

Moved by Mrs. Watz, supported by Mr. Czapiewski, to ratify a 2<sup>nd</sup> 1-year extension of the 2008-10 LISEA contract thru the first scheduled workday for Special Education staff of the 2012-13 school year. The motion carried.

Moved by Mr. Czapiewski, supported by Mrs. Watz, to ratify a 1-year extension of the 2008-11 LIESP contract thru June 30, 2012. The motion carried.

Moved by Mrs. Watz, supported by Mr. Czapiewski, to ratify a contract with LETTA for the period of the first scheduled workday for the CTE staff of 2009 thru the first scheduled workday for the CTE staff of the 2012-13 school year. The motion carried.

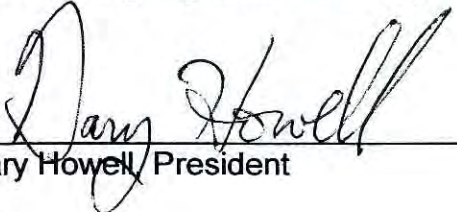
It was decided that action on the following items be tabled until the June 29, 2011 Special Board Meeting:

- A. Employment Contract Renewals – Administrative/Consultant Staff; and
- B. Holiday Schedule.

The motion carried unanimously.

Discussion regarding Employment Guide.

The meeting adjourned at 9:32 p.m.

  
\_\_\_\_\_  
Gary Howell, President

  
\_\_\_\_\_  
Janet Watz, Executive Secretary