



Agreement

between the

Livingston Educational Service Agency Board of Education

and the

Livingston Intermediate Professional Staff Association

2019 – 2022

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## Preamble

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

## Article 1 - Definitions

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- A. Agency. The term, Agency or LESA, denotes the Livingston Educational Service Agency.
- B. Association. The term, Association or LIPSA, denotes the Livingston Intermediate Professional Staff Association.
- C. Board. The term, Board, denotes the Livingston Educational Service Agency Board of Education.
- D. Day. The term, Day, denotes a working day unless otherwise stated. A working day is any day during which some or all of the Agency is to be in operation as set forth in the corresponding Association member's LIPSA calendar unless all operations have been suspended before 8:00 a.m. by the Employer. A contract day is any day on which a given Employee is scheduled to work.
- E. Employee. The term Employee, denotes any Employee in the bargaining unit defined in Article 2, Recognition.
- F. Employer. The term, Employer, denotes the Board, the Superintendent, and their designees.
- G. Non-Teacher Employee. The term, Non-Teacher Employee, denotes any bargaining unit Employee whose employment is not regulated by the Michigan Teachers' Tenure Act.
- H. Special Conference: A Special Conference is a meeting of the Employer and Association to discuss matters deemed important by either party.
- I. Superintendent. The term, Superintendent, denotes the Superintendent of the Livingston Educational Service Agency.
- J. Year. The term, Year, denotes a consecutive 12-month (365 calendar day) interval and spans July 1 – June 30.

## Article 2 - Recognition

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

- A. Teachers
  - Health Education Consultant

- Teacher Consultant
- Resource Program Teacher
- Moderate Cognitive Impairment Program Teacher
- Severe Cognitive Impairment Program Teacher
- Early Childhood Special Education Teacher

B. Non-Teaching Employees

- Certified Occupational Therapy Assistant
- Instructional Coach
- Occupational Therapist
- Orientation and Mobility Specialist
- Physical Therapist
- Physical Therapy Assistant
- Program Consultant for Students with Autism Spectrum Disorders
- Program Consultant for Assistive Technology
- Program Consultant for Students who are Deaf/Hard of Hearing
- Program Consultant for Students who are Visually Impaired
- Program Consultant for Behavioral Support
- Registered Nurse
- School Psychologist
- School Social Worker
- Social Emotional Learning Coach
- Speech and Language Pathologist
- Transition Coordinator
- Work Study Coordinator

But, excluding WAY Program general education positions, Homebound Teachers, and all other Employees.

C. New Kinds of Positions. If, during the life of this Agreement, the Board establishes new kinds of positions which require certification or approval by the State, but which are not administrative or supervisory, their inclusion status in the above bargaining unit will be negotiated.

## Article 3 – Board Rights

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- A. All rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of such action under such rights or as to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the Agency's business, its equipment, its operations, and the work force and the affairs of the Agency.
  2. Direct the working forces, including the right to hire, promote, suspend, discharge and transfer Employees and to determine the size of the work force.
  3. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work or changes therein, and the institution of new and/or improved methods of changes therein.
  4. Adopt rules and regulations not in conflict with this Agreement.
  5. Determine the qualifications of Employees.
  6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
  8. Determine the financial policies, including all accounting procedures.
  9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of Employees as specifically provided in this Agreement.
  10. Determine the policy affecting the selection, testing or training of Employees, providing that such selection shall be based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations that pertain to education.
- C. The Board may ask for a physical and/or mental record when a question of fitness should arise, and, further, it shall have the right to request a clinical examination, either physical or mental or both, at its expense when, in its estimation, the health of the Employee is such as to render him/her unfit for services in the Agency.

## Article 4 – Negotiations

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- A. The Employer and the Association shall meet no later than January 31st of the contract expiration year to mutually establish a calendar for joint meetings to negotiate a successor Agreement. Negotiations for a successor Agreement shall commence (no less than 90 days before the expiration date of this Agreement) upon written notification by either party to the other.
- B. Committees representing the Association and the Board shall conduct negotiations.
- C. Each committee shall have the necessary power and authority to make proposals and counter proposal during the course of negotiations subject only to ultimate ratification of their respective units.

## Article 5 – Association Rights

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- A. Aid to Other Unions. The Board will not negotiate with any individual or any group representing or purporting to represent the above bargaining unit other than the Association for the duration of this Agreement.
- B. Association Use of Agency-Owned Facilities. Upon not less than seventy-two (72) hours prior written notice from the Association President and/or Co-President to the Superintendent, the Association may hold Association meetings in mutually agreed upon Agency-owned facilities, provided these meetings do not interfere with the regular duties of any Employee. In an emergency, the Superintendent may waive the condition of prior notice at the written request of the Association President and/or Co-President.
- C. Released Time. The Board will grant up to a total of ten (10) hours per pay period of released time to an Employee or Employees named by the Association President for the purpose of conducting Association business. The Association shall reimburse the Agency on a current basis those sums paid to the Office of Retirement Service for Union release time (MCL 38.1371(6)). No such released time will be granted until the names of the Employees have been furnished in writing to the Assistant Superintendent for Administrative Services. All released time must be approved by the Employee's immediate supervisor.
- D. The Board will invite (with a copy to the Association Co-Presidents) two (2) Employees to attend interviews for Association vacancies who may provide input into the selection of new Employees.
- E. The Association President, Co-President and Secretary will be notified at the beginning of each month of the current seniority list, which will include all new hires. The notification will include name, Agency assignment(s) and date of hire.
- F. At the beginning of each school year, the Superintendent, Assistant Superintendent for Administrative Services, and the Association President and/or Co-Presidents will develop a

schedule of meetings between the Association President and/or Co-Presidents and the Superintendent, Assistant Superintendent for Administrative Services and the Assistant Superintendent for Special Education to discuss concerns that arise and to maintain a liaison between the Association and administration.

## Article 6 – Association Membership

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- A. Membership Options. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an Employee as regards such matters.
- B. Hold Harmless. The Association agrees to indemnify and save the Board, each individual School Board member and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all costs or administrative Agency costs that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.

## Article 7 – Employee Rights & Security

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- A. Seniority. The term seniority denotes length of continuous employment by the Agency in one or more positions in the bargaining unit. Seniority is therefore on an Agency-wide basis.
  - 1. Seniority shall begin with the first day employed (effective date) in any position in the bargaining unit but shall not vest until the Employee earns tenure with the Agency or completes the Agency probationary period.
  - 2. For the purpose of determining seniority only, continuity of employment shall not be considered broken by Board-approved paid leaves of absence or unpaid leaves of absence of ten (10) or fewer days, or when operations affecting the Employee are temporarily suspended by the Employer. Any other interruption of work shall constitute a break in continuity for the purpose of determining seniority. Employment in the Agency but out of the bargaining unit is such an interruption.
  - 3. If an Employee's continuity of employment is broken, the Employee's seniority will be reduced to reflect the duration of such break in continuous employment.
  - 4. Ranking of Employees with the same seniority shall be by alphabetical order using the name by which each Employee was first appointed.
- B. Loss of Seniority. An Employee will lose his/her seniority when he/she quits, retires, is discharged, or has been laid off for more than two (2) years.

- C. Personnel File Review. Each Employee may, upon reasonable prior request, review the contents of his/her personnel file as maintained by the Superintendent or his designee, except for his/her college placement credentials. If the Employee wishes, another Employee may be present during the review.
- D. Personnel File Additions. An Employee shall be notified in writing when material is to be placed in his/her file, which might adversely affect his/her evaluation. The Employee may submit explanatory notes to be attached to each copy.
- E. Outside Employment. No restrictions shall be placed upon the freedom of an Employee to use his/her own time for gainful employment insofar as it does not interfere with his/her daily work schedule or with the satisfactory performance of his/her duties. School Agency facilities, equipment, materials and supplies may not be used by any Employee in outside employment.
- F. Sub-Contracting. It is not the intent of the Board to sub-contract permanently the work performed by Employees in the regular course of their employment. However, the Board retains the right to sub-contract work when it determines that such sub-contracting is in the best interests of the Agency. The Board agrees that it will not sub-contract any work performed by Employees in the regular course of their employment if such sub-contracting would cause one or more Employees to be laid off. If subcontracting is required for duties/services normally performed by Employees, the Association will be notified before implementation. If such sub-contracting extends beyond one (1) school year, the Board will consult with the Association.
  - 1. Employees will be included in a collaborative decision-making process when appropriate.
  - 2. Employees have the right to grieve violations of this Agreement, request Special Conferences (in accordance with Article 16). Employees have the right to ask their immediate supervisor for clarification of the supervisor's decisions without retribution or retaliation. Concerns regarding retribution or retaliation should be handled in accordance with Board Policy 3362.

## Article 8 – Employee Protection

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- A. The Employer recognizes its responsibility to give all reasonable support and assistance to Employees as to the maintenance of control and discipline in the classroom, on the school property and during all school sponsored events. The Association pledges the support of all Employees to enforce the Agency's published rules and regulations of the Agency as they apply to students.
- B. Employees shall promptly report to the Employer or its designated representative any incident of assault upon the Employee or malicious destruction of the Employee's or Agency's property directly related to the Employee's performance of his/her duty. The Employee may request the Superintendent or designee to assist in contacting appropriate law enforcement authorities.

- C. The Employer shall assist an Employee who is called as witness or signs a complaint in any criminal proceedings relating to an act observed by the Employee while on duty, in dealing with the procedures involved in discharging their responsibility. When requested in writing, the Superintendent shall provide a representative of the Agency to accompany the Employee in these proceedings.
- D. Time lost by an Employee due to their required attendance at a legal proceeding in connection with any incident mentioned in this Article shall not be charged against the Employee provided that the Employee has not acted in violation of this Agreement, state and federal laws, and adopted school Board policies as to discipline.
- E. If an Employee is asked to work in a home or school environment and feels that environment is unsafe, he/she should bring their concerns to the attention of the immediate supervisor to jointly develop procedures to improve the safety conditions. If the Employee continues to have concerns, he/she should notify LIPSA leadership.

## Article 9 – Professional Growth

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- A. The professional learning of each Employee is recognized by the Agency and the Association to be of great importance. As such, a comprehensive, learning-focused system shall be in place where all Employees have access to appropriate supports that enhance professional growth during the course of their employment. In accordance with this objective, Employees will receive \$850 on an annual basis through the 2021 – 2022 school year.
- B. The Agency shall appoint a Professional Learning Committee, comprised of appointed members that serve one (1) year terms. The composition of the Professional Learning Committee includes each of the Department Chairs and up to five (5) additional members who are assigned as a Coach or a Learning Leader. Coaches and Learning Leaders interested in serving on the Professional Learning Committee shall apply no later than June 15<sup>th</sup> annually. The primary focus of the committee shall be to identify the professional learning outcomes for the year and to plan professional learning activities. The composition and actions of the committee shall be subject to the approval of the Superintendent, whose determination shall not be subject to the grievance procedure.
- C. Employees shall not serve in multiple LIPSA leadership roles (Coach, Learning Leader, Department Chairperson) under this Article without the express approval from the Assistant Superintendent for Special Education.
- D. Coaching:
  1. The purpose of the LESA LIPSA Coaching Program is to provide a non-evaluative, structured, purposeful process to support professional learners throughout their careers.

In collaboration with the LIPSA Coaches, the Assistant Superintendent for Special Education is responsible for planning and directing the coaching work.

- a. Note: Coaching is intended to meet the Agency's requirements for Teacher mentoring under MCL 380.1526.
2. Employees are known as Protégés in the coaching program. The two phases of the coaching program are:
  - a. Induction Phase: During this phase, a Coach shall be assigned by the Assistant Superintendent for Special Education. The Induction Phase occurs during the first two years of employment with the Agency (three years, if required by MCL 380.1526). Employees hired with relevant professional experience may be assigned a shorter induction phase, but not less than one year, to be determined by their Director.
  - b. Challenge Phase: During this phase, a Challenge Coach will be made available at the request of the Protégé. The Challenge Phase occurs during a time period when the Employee is experiencing difficulty meeting professional expectations.
3. The Coach and Protégé may be released to conduct coaching activities as approved by the Assistant Superintendent for Special Education. Coaches who are assigned a Protégé shall attend all learning sessions as scheduled by the Assistant Superintendent for Special Education in: August/September, October, November/December, January, February, March/April, and May/June.
4. If a Protégé has concerns about his/her Coach, the parties will engage in a problem-solving process to resolve concerns.
5. Qualifications: to be a Coach, the non-probationary Employee shall submit an initial application with a supporting letter of recommendation from his/her Director for Special Education.
6. An Employee interested in continuing as a Coach shall apply annually no later than June 15<sup>th</sup>. Employees shall be notified regarding the status of their application by June 30<sup>th</sup>.
7. To be assigned a Protégé, a Coach shall have successfully completed the Agency's designated training program.
8. To receive compensation for coaching, the Coach shall submit the authorized Coach Activity Log to the Assistant Superintendent for Special Education by May 31<sup>st</sup>. Subject to approval of the Activity Log, Coaches will receive an annual stipend in June for each Protégé they coached. The annual stipend amount will be as follows:
  - a. Induction Phase: \$2,500 for each year he/she is assigned a Protégé. (Coaches assigned for less than a full year will receive pro-rated stipends). Coaches shall only be assigned one Induction Phase Protégé per year.

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- b. Challenge Phase: \$750. If the time commitment does not reasonably align with the stipend amount, the Coach and the Assistant Superintendent for Administrative Services, in conjunction with the Assistant Superintendent for Special Education shall agree to an additional stipend either before or after the assignment.

E. Learning Groups:

1. The purpose of the professional Learning Groups is to create and sustain collegial dialogue and support ongoing professional growth. The Learning Leader's role is non-evaluative, and is to facilitate the work of each Learning Group. Each Director for Special Education shall oversee the Learning Groups on his/her team. A budget will be established annually to support the planned activities of the Learning Teams. Concerns regarding the adequacy of budgeted funds shall be communicated to the Employee's immediate supervisor or the Assistant Superintendent for Special Education.
2. Qualifications: Non-probationary Employees shall be eligible to become a Learning Leader if they have demonstrated skills in facilitation, leadership, time management, and the ability to maintain confidentiality and trust.
  - a. An Employee interested in becoming a Learning Leader shall apply no later than June 15<sup>th</sup>. The initial application shall include a supporting letter of recommendation from one of his/her peers.
  - b. An Employee interested in continuing as a Learning Leader shall apply annually no later than June 15<sup>th</sup>.
  - c. To be assigned as a Learning Leader, an Employee shall have successfully completed the designated training program, including any refresher program offered.
  - d. The Director for Special Education shall consider and appoint Learning Leaders within their team by June 30<sup>th</sup> each year.
  - e. If the number of Learning Leaders is insufficient, the Assistant Superintendent for Special Education shall assign Learning Leaders.
3. The Learning Leader shall be responsible for facilitating a learning group of approximately six (6) Employees, hereafter referred to as "Learners."
4. The Learners shall assume full responsibility for their individual professional growth and shall demonstrate successful participation in all group meetings by actively listening, asking questions, and being open to constructive feedback.
5. Learning Groups and Learners shall meet for two hours in groups and two hours individually for the following seven time periods: August/September, October, November/December, January, February, March, and April/May. In order to increase contact time between staff and students, one day of the work calendar will be dedicated to learning team meetings that will occur outside of the normal work day. These meetings

shall be scheduled/coordinated between the Leaders and Learners and account for seven (7) of the fourteen (14) required hours for group meetings as noted above.

6. The successful work of the Learning Leader during the year shall fulfill the Agency's professional growth expectations and, therefore, the Learning Leader shall not be assigned the work of a Learner.
7. The Assistant Superintendent for Special Education shall organize a training program for Learning Leaders annually, to be held prior to September 15<sup>th</sup>. Additionally, Learning Leaders may be required to participate in additional meetings or professional growth work sessions.
8. Professional growth contributes to the staff evaluation noted in (G) below. The Learners shall annually submit the following to their Director for Special Education:
  - a. Professional Growth Objectives. Not later than October 1<sup>st</sup> Learners shall, in coordination with their Learning Leader and fellow Learning Group members, have established annual professional growth objectives. Such objectives shall incorporate the annual objectives established by the Professional Learning Committee.
  - b. Professional Growth Updates.
    - i. Not later than February 1<sup>st</sup> the Learner shall submit an update on his/her professional growth objectives.
    - ii. Not later than May 30<sup>th</sup>, the Learner shall annually provide his/her Director for Special Education with a self-assessment using the rubric for professional growth for Learners.
9. Annually at the May Team meeting, Learning Groups shall share their learning to highlight each Learner's transfer of knowledge to practice and connection to student achievement during the year.
10. In collaboration with his/her learners, the Learning Leader shall annually prepare a written summary of his/her Learning Group's work.
11. To receive compensation, each Learning Leader shall fulfill his/her obligation under the Agency-developed program. Learning Leaders will receive an annual stipend in June of \$1,000.

F. Professional Departments:

1. Work within professional departments is an important component of professional learning to promote common practices within departments and focus on Agency and district needs. An administrative representative shall oversee each department and will be identified to Association members by the last Friday in August. The administrative representative will work in conjunction with the involvement and support of their assigned Association Department Chairperson. To that end, each member of the unit

shall be assigned to one department and shall attend all meetings. By letter of agreement, the health coordinator shall participate in the departmental activities of the Washtenaw ISD.

2. Department meetings shall occur two times per year, once in each semester, and are intended to last no less than two hours. Additional meetings can be scheduled with the express permission of the Assistant Superintendent for Special Education as determined necessary.
3. All Department Chairperson assignments shall be posted annually in the Spring using an abbreviated application and, subject to the availability of budget funds, awarded at the discretion of the Assistant Superintendent for Special Education, in collaboration with the department administrative representative.
4. The responsibilities of the Department Chairperson are collaborative with the administrative representative and include at least the following:
  - a. Propose, coordinate, and plan departmental professional learning opportunities.
  - b. Plan, facilitate and lead department meetings.
  - c. Provide written summaries of all meetings and an annual update of the departmental work for the department administrator to communicate within the Agency.
  - d. Serve on the LIPSA Professional Learning Committee.
  - e. Serve as a standing invitee on the interview team for prospective members of the professional department.
5. The Department Chairperson shall be paid an annual stipend of \$500 to provide compensation associated with the duties of the position that may occur outside the normal course of the workday.

**G. Non-Teacher Employee Evaluation:**

1. This section applies only to those bargaining unit Employees whose employment is not regulated by the Michigan Teachers' Tenure Act ("Non-Teacher Employee").
2. The Director for Special Education shall complete an evaluation for each Non-Teacher Employee they supervise at least annually. Evaluations shall be based on each Non-Teacher Employee's performance in the following categories and corresponding values:
  - a. Service (15%)
  - b. Collaboration (15%)
  - c. Attitude and motivation (15%)

- d. Communication (15%)
  - e. Reliability (15%)
  - f. Professional learning (25%)
3. Whenever a Non-Teacher Employee receives a minimally effective or ineffective overall performance rating, as identified by an Employee's immediate supervisor:
- a. The supervisor shall explain the reasons for the rating to the Employee in specific written terms.
  - b. Jointly, the Employee and the supervisor will develop a preliminary Individual Development Plan to achieve satisfactory performance that contains suggestions for improvement, what assistance may be provided, and a written description of the level of performance that will be expected.
  - c. The Employee shall be assigned a Challenge Coach and meet with the Executive Director for Special Education to formalize the Individual Development Plan.
4. Any Non-Teacher Employee that fails to successfully complete the improvement plan or receives an ineffective rating for two (2) consecutive years shall be subject to discharge.
5. As needed, the evaluation instrument and process may be modified by a committee comprised of LIPSA members and administrators.

## Article 10 – Qualifications & Certifications

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- A. Employment Qualifications. Each Employee must meet the requirements of applicable law and administrative rules for the current position he/she holds as well as Board requirements as summarized in "C" below. Failure to meet any such requirement will cause the Employee's contract to become null and void immediately.
- B. Certification and/or Approval. Each Employee has the responsibility to take the initiative to obtain and maintain certification, licensure, and/or approval for the position he/she holds. This means that each Employee must:
  - 1. Meet certification, licensure, and/or approval requirements.
  - 2. Initiate the application for certification or licensure at his/her college or university or State Licensing Agency.
  - 3. Ensure that a copy of the current and valid certification and/or approval is received by the Human Resources Department no later than the expiration date.
- C. Summary of Employment Qualifications and Certification and/or approval for all employment positions can be found in Appendix B.

## Article 11 – Employment, Assignment & Re-Assignment

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### A. Vacancy for Non-Teacher Employees Only

1. **Vacant Positions:** Each vacancy for Non-Teacher Employee positions in the bargaining unit shall be posted for at least five (5) days within the Agency. Notice of bargaining unit and administrative Employee group vacancies will be sent concurrently to all bargaining unit Employees via group email. Non-Teacher Employees may apply for posted bargaining unit vacancies using an abbreviated application unless the posting states a full application is required. Failure by the Board to post a position for Non-Teacher Employee positions for the minimum five (5) days and/or provide timely notice will result in re-posting the vacancy. Initial applicants need not reapply, but must verify their application is still current within the job posting system. Exceptions should be reported to the Assistant Superintendent for Administrative Services. Failure by the Employee to follow the procedure or failure to meet the deadline may disqualify an applicant from further consideration. Selected applicants may be interviewed. Each applicant will be notified of the final disposition of his/her application.

B. **Annual Transfer Requests:** Employees may make application using the designated form by the last day of February to be considered for a transfer to an assignment in the following school year.

1. Award of transfer requests shall be made at the discretion of the Board using the criteria included in Article 11(D)(2).
2. Any Employee transfer request may be denied for cause.

C. **Temporary Vacancy:** A temporary vacancy shall be defined as a vacancy that is expected to be less than 90 calendar days in duration. The procedure for filling temporary vacancies is subject to administrative approval as outlined below:

1. When a temporary vacancy is known or expected, the Director for Special Education shall determine the extent to which the assignment can be divided. Considering any established limitations, the Assistant Superintendent for Special Education shall offer the temporary vacancy to all part-time Employees who are certified and qualified to complete the work.
2. To the extent the temporary vacancy exists after part-time Employees are considered, the Assistant Superintendent for Special Education shall attempt to fill the vacancy through an independent contractor.
3. To the extent the temporary vacancy still exists because the Assistant Superintendent for Special Education is unsuccessful finding an independent contractor, the vacancy will be offered for re-consideration as follows:
  - a. By part-time Employees for additional compensation.
  - b. By full-time Employees, in exchange for flextime, in accordance with the provisions outlined in Article 21(C).

4. To the extent the temporary vacancy still exists, the Assistant Superintendent for Special Education shall assign a part-time Employee who is certified and qualified to complete the work based on the assignment criteria outlined in Article 11(B).

D. Assignment:

1. The Board may continue its right and past practice of assignment and direction of work of all Employees, determine the number of shifts and hours of work and starting times and scheduling as well as the right to establish, modify or arrange any work or business hours or days, subject to the provisions of this Agreement. The counsel and advice of affected Non-Teacher Employees shall be considered before modifying their assignments.
2. For Non-Teacher Employees, the Board shall consider (without restricting upon its rights as included in Article 3) criteria such as the impact of split assignments, the seniority and work record of staff, the impact and disruption to students and services to constituent districts, and input from LIPSA leadership.
3. Non-Teacher Employees may request a voluntary change in assignment (including part-time assignments) for the next school year by submitting the designated form by the last day of February.
4. Extended School Year and SCI Program Ancillary Non-Teacher assignments shall be posted using the same process as regular vacancies by mid-May. Applicants must be able to work the session as posted.
5. If the Non-Teacher assignments are not filled with LIPSA staff, temporary and contract staff will be utilized.

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

1. Each request for a part-time assignment will be considered on its individual merits.
2. The application shall be submitted in accordance with this Article.
3. The particular circumstances surrounding each part-time assignment will be reviewed by the Employer with the understanding that its decision will not establish a precedent. This will include a review of the number of part-time Employees by the district.
4. The decision of the Employer as to whether such part-time assignment shall be granted is final and not subject to the grievance procedure.
5. The Non-Teacher Employee may return to a full-time assignment only when there is a vacancy. Application of a part-time Non-Teacher Employee to return to a full-time position shall be considered on a priority basis over external applications when an opening is available. The Employer's decision shall be final.

6. Except for increases to fill temporary vacancies, the Board shall not increase part-time Non-Teacher assignments without the consent of the Employee.
7. Workload shall be commensurate with the Employee's reduced work schedule.
8. Unless otherwise indicated, the following conditions shall apply to part-time assignments:
  - a. Seniority: An Employee's seniority and increment shall accrue as with a full-time assignment in accordance with Article 7B.
  - b. Fringe Benefits:
    - i. Part-time Employees with a minimum 0.6 FTE shall be eligible for pro-rated, Board-paid insurance benefits for dental and health care upon acceptance of written applications by the benefits provider which shall be effective when the requirements are met. No other benefits shall accrue or apply.
    - ii. A part-time Non-Teacher Employee who accepts a supplemental assignment to fill a temporary vacancy shall qualify for a temporary pro-rata increase in the maximum Employer contribution towards health benefits or cash in lieu of benefits. In no instance shall a supplemental assignment lead to a change in the Employee's benefit election.
  - c. Leave Days Authorized with Pay:
    - i. Sick Leave: Pro-rated allowance per Article 20(A)(1).
    - ii. Personal Business: Allowance of 1 Personal Business Day.
    - iii. Jury Duty: Per Article 20(A)(3).
    - iv. Bereavement Leave: Pro-rated allowance per Article 20(A)(4)
    - v. Work Related Injury/Lice: Per Article 20(A)(6).
    - vi. Conference Days: Part-time Employees may be granted conference days consistent with Article 21(B).

## Article 12 – Working Conditions

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A. Workload. Should an Employee's workload (1) exceed the maximum specified by law, (2) be excessive when considering the ratio of providers to district's total student population, or (3) be excessive due to the severity and multiplicity of disability-related needs, making the Employee unable to adequately fulfill his/her responsibilities:

1. The Employee shall make a written request to meet with his/her immediate supervisor to hold a problem-solving meeting.

2. The immediate supervisor and the Employee shall seek to resolve the situation by reviewing the Employee's workload and schedule to determine how to provide relief to the Employee.
  3. Should resolution not be found, the Employee or immediate supervisor shall inform the Executive Director for Special Education, who shall hold a problem-solving meeting with the Association leadership.
- B. Workspace. At the beginning of the school year, the Special Education Directors will communicate with building principals the need for appropriate work space for Employees assigned to the building.
  1. Space should be appropriate for the kind of service being delivered, be conducive for individual and small group work and have lighting conditions, heat and ventilation, which are the same as classrooms within the building.
  2. Special Education Directors will be responsible for making certain all team members are coordinating space within a building with each other.
  3. Whenever possible, each Employee will be provided with their own office space in a building.
  4. No Employee will be required to conduct evaluations or provide services with students in settings that will compromise the results of tests or breach confidentiality.
  5. When an Employee assigned to work in local districts believes his/her assigned workspace is not conducive to learning or working, he/she shall advise his/her immediate supervisor in writing about the problem.
    - a. The immediate supervisor shall visit and view such facility within ten (10) days of being informed of the problem.
    - b. The immediate supervisor shall seek to resolve the situation with local district administrators.
    - c. If this does not correct the problem, the immediate supervisor will turn the problem over to the Assistant Superintendent for Special Education.
    - d. In the event the problem remains unresolved, the LESA Superintendent shall be contacted for resolution of the problem.
    - e. Final resolution of adequate space is not grievable.
  6. Materials. The Employer agrees to keep its schools and programs equipped and maintained. The staff and building administrator will meet periodically for the purpose of

discussing the selection, use and acquisition of educational tools. The Employer agrees to provide testing equipment and protocols, play equipment, materials and other job-related equipment as needed, budgeted, and administratively approved. The Employer will provide each Employee with access to a computer and to the Internet.

## Article 13 – Professional Extra Duty

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### A. Staff Presentations (Training):

1. When Employees are called upon to present at Agency professional Learning activities that are outside of their expected work duties, they may apply for compensation for the time taken to prepare for the presentation.
  - a. Requests are to be submitted in advance and approval is at the sole discretion of the Assistant Superintendent for Special Education.
  - b. Compensation will be paid at the hourly per-diem rate in place for the Employee at the time the presentation is scheduled.
  - c. Hours approved shall be directly related to the topic presented and greater consideration will be given to new initiatives of the Agency.

### B. Crisis Team:

1. The Employer recognizes that given the expertise of staff of the Agency, Employees are often called upon to provide crisis-response services. The purpose of the Crisis Team is to work in conjunction with the Assistant Superintendent for Special Education to provide consistent and direct on-site support in the event of a crisis.
2. The Team will be comprised of six (6) individuals who will be selected by the Assistant Superintendent for Special Education based on their knowledge and expertise in their field.
3. As a member of the team, the following shall be expected of the selected Employees:
  - a. To be accessible to the Agency 24/7, year-round.
  - b. To work alongside of, and take direction from, the Assistant Superintendent for Special Education to facilitate the coordination of members of the Crisis Team and use of Agency resources.
4. In order to acknowledge the additional time commitment, Employees will be provided with the following:

- a. An additional \$500 stipend for which payment will be spread over twenty-six (26) pays.
- b. Additional training as deemed necessary.
- c. As crisis incidents arise, Employees may receive additional compensation based on their current per-diem rate, as determined by the Assistant Superintendent for Special Education.

C. Homebound Services:

1. Where utilized, Teachers will be compensated at the rate of \$50 per hour for time spent with students for Homebound instruction. Mileage related to travel for Homebound instruction shall be submitted in accordance with Article 18, Section I. Services qualifying for this payment are required to be provided outside of scheduled work hours by teaching staff for LESA Pathway students. Compensation will be based on a thirty (30) minute session or actual time spent with the student, rounded to the nearest fifteen (15) minute increment, whichever is greater.

## Article 14 – Discipline for Non-Teacher Employees

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A. Professional Conduct. Breaches of professional conduct and failure to perform at the established professional level are subject to disciplinary procedures. Examples of such breaches are: abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in professional performance or proven incompetence, violation of Board policy, regulations and administrative directions not inconsistent with the terms of this Agreement and violation of the terms of this Agreement. Alleged breaches of professional conduct and reasons for possible disciplinary action shall be reported promptly to the offending Employee.

B. Progressive Discipline for Non-Teacher Employees.

1. The Board will follow a policy of progressive discipline, subject to "2" below, which includes verbal warning, written reprimand, suspension, with discharge as a last resort.
2. The point of initiation of any disciplinary action may be determined by the severity of the Non-Teacher Employee's behavior.
3. Warnings and reprimands shall be discussed privately between the Non-Teacher
4. Employee and the Employer, except when either party requests the presence of an Association and/or administration representative.

5. No non-probationary Non-Teacher Employee shall be disciplined or discharged without reasonable and just cause. The discharge of a probationary Employee shall not be grievable or arbitrable. The discipline of a probationary Employee shall not be arbitrable.
- C. Notice. Whenever the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the Employer the findings and decisions of the Employer shall be filed in writing, in the Non-Teacher Employee's personnel file, and a copy thereof given to the Employee. The Non-Teacher Employee may submit a written statement explaining his/her position about the finding and decision which will then become a part of the Employee's personnel file.

## Article 15 - Grievances

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- A. Definition. A grievance is a written complaint by an Employee alleging a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. Informal Resolution: Nothing in this Agreement will be construed to limit the right of any Employee having a complaint to discuss the complaint informally with the Employer and have the complaint adjusted without the intervention of the Association provided that the adjustment is not inconsistent with this Agreement and provided further that the Association has been given the opportunity to be present when such an adjustment is made.
- C. Grievance Levels:
  1. Level 1. If an Employee wishes to submit a grievance, he/she shall first discuss the complaint with his/her immediate supervisor. The Grievance Committee representative and one administrator may also be present. This discussion must occur within ten (10) days of the event causing the complaint.
  2. Level 2. Within five (5) days of the discussion at Level 1, the Employee must notify the Association Grievance Committee representative of any dissatisfaction and must submit his/her grievance in writing to his/her immediate supervisor on the form provided. The immediate supervisor shall sign and date all copies when he/she receives them. If the grievance does not involve the immediate supervisor, it may be filed at Level 3. The immediate supervisor shall respond in writing to the grievance within ten (10) days of receipt of the grievance.
  3. Level 3. If the Employee is not satisfied with the response of the immediate supervisor, the Employee may submit the grievance to the Assistant Superintendent for Administrative Services within ten (10) days. The Assistant Superintendent for Administrative Services shall sign and date all copies when he/she receives them. The Assistant Superintendent for Administrative Services shall respond in writing within ten (10) days of receipt of the grievance.

4. Level 4. If the Employee is not satisfied with the response of the Assistant Superintendent for Administrative Services, the Employee may submit the grievance to the Superintendent within ten (10) days of the receipt of the response to Level 3. The Superintendent shall sign and date all copies when he/she receives them. The Superintendent shall respond in writing within ten (10) days of the above date. Either party may be accompanied by one other Employee or administrator.
5. Level 5. If the Employee is not satisfied with the disposition of the grievance at Level 4, the Association may request a pre-arbitration conference. Such request must be submitted within ten (10) days to the Superintendent. The Superintendent will schedule the requested conference within ten (10) days. Following this conference, the Superintendent shall respond within ten (10) days in writing.
6. Level 6. If the Employee is not satisfied with the disposition of the grievance at Level 5, the Association may, within ten (10) days after the decision of the Superintendent, request arbitration by giving a written notice to the Employer. The Association and Employer will attempt to select an ad hoc arbitrator and, if unable to make a mutual selection, the arbitrator shall be selected by the American Arbitration Association in accordance with their Rules and Procedures. The decision of the arbitrator shall be final and conclusive and binding upon Employees, the Board and the Association.

D. Arbitration:

1. Limitations: Powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to establish wage rates or to change any wage rates.
  - c. He/she shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - d. He/she shall have no power to change the content of an Employee's evaluation, nor may he/she decide any matter regarding the denial of tenure to an Employee or to his/her placement on a third year of probation.
  - e. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.

- f. The arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681, *et seq.*
2. After a case in which the arbitrator is empowered to rule hereunder has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
3. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the arbitrator has first ruled upon the arbitrability of the grievance. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
4. More than one grievance may not be considered by the arbitrator at one time except by mutual written consent.
5. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
6. At arbitration, neither party may raise new defenses or grounds not previously raised or disclosed.

E. General Conditions:

1. Any grievance not answered within the time limits by the Employer shall be deemed automatically moved up to the next level. Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the Employer's last response.
2. The Association shall have no right to initiate a grievance involving the right of an Employee or group of Employees without his or their written approval. However, a Special Conference, in accordance with Article 16, may be granted.
3. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make a monetary adjustment and the arbitrator shall have no power to order one.
4. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Employee.

6. An Employee may withdraw his/her grievance at any time prior to its referral to arbitration without prejudice of interpretation of the Agreement.
7. No complaint which may be subject to the procedure specified in the Teachers Tenure Act and no complaint within the jurisdiction of any administrative Agency empowered to render any enforceable decision shall be the basis of any grievance filed under the procedure outlined in this Article.
8. Extension of Time Limits: Time limits may be extended by mutual written agreement.

## Article 16 – Special Conferences

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

## Article 17 – Reduction & Recall of Non-Teacher Employees

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- A. The Board may lay off Non-Teacher Employees when it determines that programs must be reduced or that funds are insufficient. Reasons for layoff shall be stated in writing to the Employee(s) who are laid off.
- B. Layoffs. The Board will use the following layoff procedure for Non-Teacher Employees:
  1. The Board will determine the kinds and numbers of positions to be eliminated.
  2. The Board shall give written notice to the Non-Teacher Employee at least forty-five (45) days prior to the effective date of the layoff.
  3. To retain the most senior, certified and qualified Employees, layoffs of Non-Teacher Employees shall occur by inverse order of seniority.
  4. The Board will review the current certification(s) and qualification(s) of each Non-Teacher Employee to be laid off to determine if there is another position within the Bargaining

Unit that the Non-Teacher Employee qualifies for at the time of layoff notice that is held by a Non-Teacher Employee with less seniority. In such an instance the less senior Non-Teacher Employee will be subject to layoff.

5. The contract of each individual Non-Teacher Employee will terminate upon layoff, subject to 'C' below.

C. Recall. The Board will use the following recall procedures for Non-Teacher Employees:

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

D. General Conditions:

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

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

## Article 18 – Compensation & Fringe Benefits

- A. Salary Schedule. In accordance with MCL 380.1250, the job performance and job accomplishments of the Employees were considered in the negotiation of the annual salaries. To be eligible for advanced Step placement, or to move laterally to another salary Level, the Employee must receive a rating of "Effective" or higher on their final year-end performance evaluation in the immediately preceding school year. Appendix A sets forth the basis and methods of payment, and the basis for pro-rating salaries of part-time or extended contract Employees.
- B. Health, Dental, Prescription Drug, and Vision Benefits. Full-time Employees shall be eligible for the following health, dental, drug and vision benefits upon acceptance of written applications by the insurance carriers which shall be effective when the benefits carriers' requirements are met:
  1. Health Benefits & Prescription Drug Benefits:
    - a. The Agency shall offer to Employees' single subscriber, two-person or full-family (as appropriate) health and prescription drug benefits via an insurance plan as determined by the process set forth in Section (E)(6).
  2. The Board contribution toward medical premium and taxes for health insurance shall not exceed the maximum amounts as defined under MCL 15.563 (PA 152) for each year of

the contract. Such amounts are subject to adjustment by the State Treasurer on an annual basis.

- a. Actual amounts in excess of the maximum monthly Board contribution shall be automatically deducted from the Employee's wages through payroll deduction.

C. Dental Benefits. Single subscriber, two (2) person or full-family (as appropriate) dental benefits as determined by the Board.

1. In accordance with carrier rules, if dental coverage is waived, coverage cannot be obtained at any time unless a qualifying event designated by the carrier occurs, i.e., loss of coverage through divorce, death.
2. The Board shall contribute a maximum monthly amount toward dental benefits equal to 80% of the illustrative rates as established by plan actuaries.

D. Vision Benefits. The Board shall provide vision benefits. The Board shall contribute a maximum monthly amount towards vision benefits equal to 80% of the illustrative rate as established by plan actuaries.

E. General Conditions:

1. An Employee and an Employee's family members who are eligible for the health care benefits provided by this Section shall not be entitled to receive such benefits coverage if they receive such benefits coverage through another employer, with the following exceptions:
  - a. The healthcare double coverage prohibition shall not apply if the other employer will not permit its Employees to drop the health insurance coverage provided through the other employer for the Employee or the Employee's family members and so states in writing to the Board.
  - b. An Employee who has family members who receive health insurance coverage as a result of a divorce decree shall be entitled to receive the health care insurance provided by this Section for those eligible family members who do not receive health care insurance as a result of the divorce decree.
2. The Employee will be eligible for Board-paid dental and/or vision care benefits only if he/she does not receive such dental care and/or vision benefits coverage through another employer.
3. Only if the Employee is not covered under other health or dental care will said Employee be eligible for Board-paid coverage. It is understood that double coverage is prohibited.

4. For the appropriate coverage, the Employee shall verify in writing that he/she is eligible for such coverage. Written verification shall be completed at the beginning of each school year. Any Employee with double health or dental coverage shall reimburse the Board the cost of his/her entire health or dental coverage for the duration of such double coverage.
5. Changes in family status shall be reported by the Employee in writing to the Employee Services Department within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premiums through payroll deduction by the Board in his/her behalf for failure to comply with this provision.
6. Change in Benefit Providers. The Board reserves the right to change (at any time with proper notice to Employees) and the Association may request to change benefit providers and coverage as a result of bidding, quoting, or self-insuring. Any new coverage imposed by the Board will be comparable to the previous coverage although not necessarily identical. The Association may request a change in benefit coverage to reduce the cost for Employees. A joint committee of the Administration and the Association will review bids and develop a recommendation for the Board.
7. Alternative Coverage. Any Employee eligible, but not electing, or ineligible, for health care benefits due to coverage elsewhere, may apply for and receive an amount as follows, based on the level of participation.

Level of Participation	Monthly Rate	Annual Payment
1 – 49	\$100	\$1,200
50 – 52	\$125	\$1,500
53 – 55	\$175	\$2,100
56 – 99	\$225	\$2,700
100+	\$300	\$3,600

If the IRS rules that such language adversely affects taxable personal income of Employees, the Board will either (1) seek an alternate approved IRS transfer of benefits plan, or, if such is not possible, (2) renegotiate this provision.

8. Termination of Benefit Coverages. All Board-paid health, dental, drug, and vision benefits (Sections B) shall end on the last day of employment. If an Employee separates employment after June 30<sup>th</sup> the Agency shall have the right to recover the monthly benefit costs for the months of July, August and/or September if the Employee did not work during those months and did not give sixty (60) calendar days' notice.
- F. Life Insurance. Upon the acceptance of a written application by the carrier, effective when the carrier's requirements are met, each full time Employee shall be eligible for a Board-paid term life insurance policy equal to the amount of the Employee's salary. Employees with Board-paid

term life insurance have a 30-day conversion right upon termination of employment. Any Employee electing his/her right of conversion in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of his/her last day of employment.

- G. Professional Liability Insurance. The Board will pay the premium for coverage to protect each Employee from losses he/she becomes legally obligated to pay arising from any acts or failures to act under the direction of and in the employment of the Board.
- H. Workers' Compensation. All Employees are covered by Workers' Compensation. All on-the-job accidents as well as job-incurred injuries, however slight, must be reported promptly to the Employee's immediate supervisor.
- I. Reimbursement of Mileage and Expenses. Reimbursable expenses include all approved daily mileage as well as all prior-approved mileage and other expenses for evening meetings, conferences and visitation days. Other expenses include conference registration fees, necessary transportation, lodging and meals. Requests for reimbursement must be submitted to the Employee's supervisor within 60 days of the reimbursable event but in no instance later than June 30<sup>th</sup>. If requests for reimbursement are not submitted timely, they shall not qualify for reimbursement.
  - 1. Basis for Mileage Reimbursement. Employees shall be reimbursed for mileage driven from the first work stop of the day to the last work stop of the day. Employees shall be reimbursed for actual mileage driven to and from evening meetings, conferences or visitations.
  - 2. Mileage Rate. Mileage shall be reimbursed at the same rate as the Internal Revenue Service approved rate.
  - 3. Adjustment of Mileage Rate. The rate of mileage reimbursement shall be adjusted as the Internal Revenue Service approved rate is adjusted.
- J. Reimbursement for Coursework. If the Agency requires that an Employee take a course, and the Employee will not receive credit towards a degree at the time the course is taken, and the course will not contribute to continuing certification or approval or advancement on the salary schedule, the Agency will pay full tuition for the course.
- K. Reimbursement for Dependent Care and/or Medical Costs. The Agency will provide (as permitted by the IRS) Employees the opportunity to contribute a portion of their salary to a Dependent Care and/or Medical Costs Reimbursement account through payroll deduction.

## Article 19 – Disability Benefits

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- A. Short Term Disability:

1. The Agency shall maintain a self-funded short-term disability plan for Employees that provides for pay and health benefits during the first 90 calendar days of a qualifying event as described below.
2. The income protection program provides for Board paid health benefits during the period of time noted in 5(a) below.
3. Establishment. Each Employee with more than six (6) years of seniority with the Agency will contribute one (1) day of his/her sick leave bank to the short-term disability plan. If the pool falls below 200 days Employees shall be permitted to donate sick days up to a maximum of ten (10) days, after which each Employee with more than six (6) years of seniority with the Agency will contribute one (1) additional day of sick leave.
4. Eligibility. An Employee may apply for the use of short-term disability days under the following conditions:
  - a. He/she is personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that he/she may not work.
  - b. He/she has been unable to work for 21 consecutive calendar days.
  - c. He/she has made a complete and timely application for short-term disability benefits using the established Agency forms.
  - d. He/she has no more than five (5) sick days remaining in their sick bank.
5. Use.
  - a. During the first ninety (90) calendar days from illness/injury, an eligible Employee may draw from the pool of days in the short-term disability pool and shall receive 100% of their contract rate of pay for such day.
  - b. At any time during or prior to an Employee's use of short-term disability, the Superintendent may require a doctor's statement that the Employee may not return to work. Failure to provide such a statement will justify immediate termination of short-term disability benefits. If either party does not agree with the Employee's doctor, the Employee may be required to obtain a second statement from a doctor mutually acceptable to LIPSA and the Board. The requesting party will pay for the second statement.

B. Long Term Disability:

1. Active Employees who work at least 0.6 FTE on a regularly scheduled basis will receive a long-term disability (LTD) benefit with a premium fully paid by the Board.

2. The LTD plan replaces 60% of the monthly income loss, subject to plan limitations and exclusions.
3. Benefit payments will be reduced by other income received or eligible to be received in accordance with the plan documents.
4. Employees must be disabled for 90 calendar days before benefits may be payable.
5. The Agency shall pay the allowable portion of the health benefit premium for the first month of Long-Term Disability, after which the Employee shall be responsible for the full health benefit premium costs while on Long-Term Disability.

## Article 20 – Leaves of Absence

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### A. Authorized Leaves of Absence - With Pay.

1. **Sick Leave.** Sick leave days should be entered in the AESOP system by the Employee no later than twenty-four (24) hours from the use of the sick day. Each Employee shall be granted 12 (twelve) sick leave days. An Employee employed after the beginning of a school year or terminated before the end of his/her contract period shall be granted a sick leave bank adjusted according to the above rules.
  - a. All sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to him/her. Any sick leave days not used by the end of the school year shall be added to the sick leave days available for the following year, up to a maximum of 150 days.
  - b. Criteria for utilization of sick leave days by an Employee shall be:
    - i. Personal illness, injury, quarantine or medical appointments;
    - ii. Serious illness in the immediate family, i.e., husband, wife, child, father or mother that requires the presence of the Employee.
  - c. The Employee shall notify the administrator of his/her impending absence stating the period of leave and where he/she can be contacted during the day. Each Employee shall give such notification prior to his/her scheduled on-the-job starting time.
  - d. The Employee may be required by the Superintendent to give a written, signed statement from the Employee's physician or from the Employee indicating the reason for such absence when reporting to work on the first working day following his/her absence. Additionally, the Employee may be asked to complete paperwork to assist the Agency in determining if the use of sick time qualifies as

a serious health condition under the Family Medical Leave Act. Failure to comply with this provision can result in the withholding of pay for such leave days.

- e. Accumulated sick leave time shall terminate upon termination of employment.
  - f. Upon notification to the Agency of retirement by the end of February, up to 50 sick days accumulated beyond 100 days shall be reimbursed at a rate of \$75 per day upon the Employee's retirement.
2. Personal Business. An Employee may be granted four (4) days per year for personal business. Personal business days must have administrative approval. This leave shall be used only for the purpose of conducting business which requires the personal presence and attention of the Employee and which cannot be conducted at alternative times which do not interfere with the duties of employment. The portion of personal business time not used by the Employee by the end of the contract year shall be added to the individual sick leave bank.
  3. Jury Duty. An Employee who is summoned and who reports for jury duty shall inform their immediate supervisor and shall be paid an amount equal to the difference between the amount of salary he/she would otherwise have earned by working on that day and the daily jury fee paid by the Court, not including travel allowances or reimbursement of expenses for each day on which he/she reports or performs jury duty on which he/she would otherwise have been scheduled to work. In lieu of processing the required salary reduction, the Employee may instead pay to the Agency the compensation received from the Court.
  4. An Employee who is subpoenaed shall be released from regular duties without loss of salary to appear in court as a witness in any case connected with the Employee's employment or in cases where the Agency is involved. Notwithstanding the above, paid released time shall not be granted for court appearances which are not connected with the Employee's employment or in which the Agency is not involved, or where the Employee is one of the defendants except in an Agency-connected case in which the Employee is acquitted.
  5. Bereavement Leave. Each Employee will be granted up to five (5) days of leave per year without loss of pay when a death occurs in his/her immediate family. Such leave may also be granted for significant others or unusual situations with prior approval of the Supervisor. An Employee shall notify the administration of his/her impending absence stating the period of leave and where he/she can be contacted.
  6. Work Related Injury/Lice. On the day a work-related injury occurs, when authorized to leave work early to receive medical attention/treatment, an Employee will not lose pay or

have to use sick/personal time for that portion of the day lost. This will also apply to an Employee who contracts lice when it is also present on students on his/her caseload.

B. Authorized Leaves of Absence - Without Pay.

1. **General Provisions.** The Employer may grant Employees who have met certain criteria for procedures, as outlined below, leaves of absence without pay.
  - a. Each request for an unpaid leave of absence will be considered on its individual merits.
  - b. The application shall be submitted in accordance with the provisions of this Article.
  - c. The particular circumstances surrounding each leave will be reviewed by the Employer with the understanding that its decision will in no way establish a precedent. If the leave is disapproved, a reason in writing will be given.
  - d. The decision of the Employer as to whether such leave shall be granted is final.
  - e. The Board shall re-employ each Employee provided he/she remains qualified and certificated/approved, returning on schedule from an approved leave of absence of ninety (90) contract days or less.
    - i. Employees who are granted leaves of absence exceeding ninety (90) contract days will be rehired upon notification of intent to return as soon as positions for which they are qualified and certificated/approved are available.
    - ii. The right to re-employment is subject to the application of the reduction in personnel provisions of this Agreement.
2. **Conditions.** Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence: Salary increments shall not accrue, fringe benefits shall not accrue, sick leave days shall not accrue (but unused sick leave days held at the start of the leave shall be reinstated upon return), time spent on an unpaid leave will not be added to the Employee's seniority, requests for unpaid leaves shall be in writing to the Assistant Superintendent for Administrative Services and must have prior written approval before becoming effective.
  - a. Employees granted unpaid leaves of 50 contract days or less may retain medical insurance coverage at Board expense.

- b. Family & Medical Leaves of Absence ("FMLA") shall be processed in accordance with Board Policy 3430.
  - c. Employees granted unpaid leaves of more than 50 contract days may retain medical insurance coverage at their own expense for a period not to exceed one (1) year.
  - d. At the termination of a leave, if an Employee does not return and/or no extension is granted, the Employee's removal and termination of employment become automatic.
  - e. The Employee must notify the Board in writing of his/her intention to return from such leave thirty (30) calendar days prior to the end of such leave. Failure to comply with this notification shall constitute voluntary Employee resignation from Board employment.
  - f. No Employee on leave without pay shall receive pay for any holiday which occurs during his/her leave.
3. Short-Term Leaves. When approved by the Assistant Superintendent for Administrative Services, short-term leaves without pay may be granted:
- a. Personal leave which could not be arranged at any other time or for which the Employer feels no responsibility (maximum of five (5) contract days).
  - b. Meetings, grievances and arbitrations on the local, state or national level. The Association shall reimburse the Agency on a current basis those sums paid to the Office of Retirement Service for Union release time (MCL 38.1371(6)).
  - c. Duty with the military reserves or National Guard when such obligations cannot be fulfilled on non-working days.
  - d. Employees granted short-term leaves shall retain their benefits during such leaves and shall be re-employed at the end of such leaves.

## Article 21 – Yearly Calendars, Daily Schedules & Unscheduled Closings

### A. Calendars.

1. Employees with Multiple District Assignments: No later than August 30<sup>th</sup>, Employees whose assignments are divided between two or more districts shall be determined jointly by the Employee and immediate supervisors based on the assignment criteria outlined in Article 11D.

2. Part-Time Employees: No later than August 30<sup>th</sup>, part-time Employees shall submit an annual work calendar to their immediate supervisor for consideration based on the assignment criteria outlined in Article 11(D).
3. District and Program Calendars: LIPSA and the Employer shall negotiate all district calendars. Those calendars that span a 12-month period (July 1 - June 30) are noted in a-c below. Calendars for all other Employees shall include 186 days at 7 hours per day, not inclusive of a 30-minute duty-free lunch.
4. Early On: The calendar shall reflect 201 days at 7 hours a day, not inclusive of a 30-minute duty-free lunch, but including 15 non-work days that shall be requested in advance through the designated reporting system. Employees assigned to Early On work a total of 186 paid days.
5. Registered Nurse: The calendar shall reflect 206 days at 7 hours a day, not inclusive of a 30-minute duty-free lunch, but including 15 non-work days that shall be requested in advance through the designated reporting system. Registered nurses work a total of 191 paid days.
6. Severe Cognitive Impairment Program Teacher: The calendar shall reflect 206 days at 7 hours a day, not inclusive of a 30-minute duty-free lunch.

B. Work Schedule.

1. Each Employee working a full school day shall be entitled to a duty-free lunch period of no less than thirty (30) consecutive minutes during the school day. If Employees are unable to regularly schedule a duty-free lunch due to work obligations, they may consult with their supervisor.
2. Each full-time classroom Employee may have an average of 120 minutes per week of planning during the instructional day to be scheduled by the immediate supervisor.
3. Weekly Schedule: Each Employee must submit his/her weekly building/program schedule to his/her supervisor no later than September 10 for the current school year.
4. Daily Schedule: An Administrator who has concerns regarding the whereabouts of an Employee during scheduled work hours shall notify the Employee of such concern and require the Employee to maintain and share an accurate daily work schedule in an electronic format.

C. Flextime.

1. Flextime is a scheduling arrangement that permits occasional variation to the Employee's daily itinerary due to unusual and extraordinary time worked in addition to the

Employee's daily schedule that exceeds 60 minutes per occurrence, but does not change the total number of hours worked in a week (35 hours for full-time Employees). Flextime serves the needs of individual Employees and of their work within the Agency. The focus of the arrangement is on job performance and meeting workload demands, including extended hours of work. Flextime may be applied to full-time and part-time positions. Whenever possible, earned flex time should be used during the same week in which it is accrued.

2. The use of flextime must be communicated in advance to the Employee's immediate supervisor. All flextime that will interfere with a scheduled student, parent, District, or Agency meeting must be approved in advance by the Employee's immediate supervisor.
3. To use flextime, the Employee shall have a demonstrated history of satisfactory, independent work performance, and time management skills. The immediate supervisor may prohibit use of flextime if an Employee does not meet these expectations.
4. If the supervisor assigns work in addition to the Employee's established calendar, such time may be combined and used in consultation with the Employee's supervisor in lieu of scheduled days within the same contract year. Documentation supporting the assignment and use of such time will be in writing and maintained by the Employer and the Employee.
5. If an Employee has a dispute regarding flextime, he or she should bring the matter as soon as possible to the attention of the Assistant Superintendent for Special Education.
6. In the unusual circumstance that an Employee feels he/she is being unfairly directed to report outside of his/her normal work hours, he/she should first discuss the situation with his/her direct supervisor. If a satisfactory resolution is not reached, the Employee can appeal to the Assistant Superintendent for Administrative Services.

D. Unscheduled School Closings.

1. Employees are not required to report on scheduled workdays if the district or building to which they are assigned that day is closed. The Agency shall attempt to provide advance notice via telephone. In situations when the Employee is scheduled for professional learning outside the assigned district or building, he/she should still report as scheduled unless the professional learning activity is also closed/cancelled.
2. It is the Employee's responsibility to make sure his/her contact information is current and provided to the local district(s) and LESA in order to receive school closing notification.
3. Loss of Pupil Instruction Days. The Agency has the right to reschedule days in order to meet minimum days or hours of instruction required by law or to receive full state aid.

## Article 22 – Miscellaneous Provisions

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- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties in a written and signed amendment to this Agreement.
- B. The parties acknowledge that, during negotiations which resulted in this Agreement, each had and fully exercised the right and opportunity to make demands and proposals with respect to any subject or matter. Therefore, the Board and Association each agree that the other shall not be obligated to bargain on any subject for the duration of this Agreement.
- C. If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees should be found contrary to law by a court of competent jurisdiction, then such provision or application shall be null and void but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual Employee contracts heretofore in effect.
- E. If a change in law or any implementation of law leads to a conflict in the implementation of the contract as written, the parties shall renegotiate affected provisions.
- F. In the event a Constituent District takes over a program or service which is being operated by LESA, the following procedures will apply:
  - 1. If the individual currently functioning in that position is non-probationary, they will be given the first choice to stay in that position. If the Employee elects to stay in that position, they will be voluntarily laid off.
  - 2. Should the Employee not elect to stay in the position but prefer to remain in the employ of LESA, procedures identified under Article 11, Reduction and Recall will be followed.
  - 3. Michigan law will be invoked under such conditions entitling the laid-off to those legal rights established by applicable Michigan law.
- G. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq.* may reject, modify, or terminate this Agreement as provided in that Act.

## Article 23 – Duration of Agreement

This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect until 11:59 P.M., June 30, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above.

LIVINGSTON INTERMEDIATE  
PROFESSIONAL SERVICE  
ASSOCIATION

By Pamela Holloway Ed.S.  
Pamela Holloway, M.A., Ed.S.  
Program Consultant

By Nicole DeZell Ed.S.  
Nicole DeZell, Ed.S.  
School Psychologist

By Stephanie Montgomery MHS OT RL  
Stephanie Montgomery, MHS OT RL  
Occupational Therapist

By Debra Fairchild  
Debra Fairchild, LMSW  
School Social Worker

BOARD OF EDUCATION  
LIVINGSTON EDUCATIONAL  
SERVICE AGENCY

By LuAnn Loy  
LuAnn Loy, President  
LESA Board of Education

By R. Michael Hubert  
R. Michael Hubert, Ed.D.  
Superintendent

Teresa A. Zigman  
Teresa A. Zigman, M.A., C.F.O., C.P.A.  
Assistant Superintendent for  
Administrative Services

By Douglas J. Haseley  
Douglas J. Haseley, M.A., S.Psy.S.  
Assistant Superintendent for  
Special Education

By Malissa Patrick  
Malissa Patrick, M.A.  
Director of Special Education

By Jennifer M. Damon  
Jennifer M. Damon, SHRM-PC  
Human Resource Supervisor

By Laura Walters  
Laura Walters, C.F.O., C.P.A.  
Finance & Budget Director

## Appendix A – Wage Schedules

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- A. The Board and the Union shall meet in May of 2020 and 2021 for the purpose of negotiating the wage schedule for future years.
- B. 2019 - 2020 Wage Schedule:

2019-20 SALARY SCHEDULE						
	191 DAYS	186 DAY				
Step	RN	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	45,840	42,222	43,896	45,756	47,430	49,476
2	47,941	44,268	46,128	47,802	49,848	51,708
3	50,042	46,500	48,174	50,220	52,080	54,312
4	52,334	48,546	50,592	52,638	54,684	56,730
5	54,626	50,964	53,010	55,056	57,288	59,520
6	57,109	53,382	55,428	57,660	59,892	62,310
7	59,783	55,986	58,218	60,450	60,822	65,286
8	62,839	58,962	60,822	63,240	65,844	68,448
9	65,513	61,566	63,798	66,402	69,006	71,796
10	-	-	67,332	69,564	72,354	75,144
11	-	-	70,308	72,912	75,702	78,678
12	-	-	-	76,818	79,980	83,142
13	-	-	-	80,166	83,514	86,676

The Board shall convene a special conference once each district has ratified their teacher labor agreement, but no later than October 31, to review the comparability of wages and longevity for the BA, MA and MA +30 wage scales to the Brighton, Fowlerville, Hartland, Howell & Pinckney Districts and shall re-open the wage scale for any comparable step/scale that ranks lower than 3<sup>rd</sup> amongst the six organizations.

## Wage Schedule Notes

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### A. Definition of Levels.

1. Level 1 = BA/BS
2. Level 2 = BA+15
3. Level 3 = MA/MS
4. Level 4 = MA+15
5. Level 5 = MA+30/MSW/Ed.S.

### B. Change of Level Due to Educational Attainment.

1. To qualify for placement on the BA/BS salary schedule, an Employee must present evidence of having been granted an BA or BS degree from an accredited university.
2. To qualify for placement on the BA+15 salary schedule, an Employee must present evidence of having completed with a passing grade at least 15 semester hours (22-1/2 term hours) of graduate work after having earned a Bachelor's degree.
3. To qualify for placement on the MA/MS salary schedule, an Employee must present evidence of having been granted an MA or MS degree from an accredited university.
4. To qualify for placement on the MA+15 salary schedule, an Employee must present evidence of having completed with a passing grade at least 15 semester hours (22-1/2 term hours) of graduate work after having earned a Master's degree.
5. To qualify for placement on the MA+30/MSW/Ed.S. salary schedule, an Employee must present evidence of having been granted an MSW, a 60-semester hour Masters, or an Ed.S. degree from an accredited university or evidence of having completed with a passing grade at least 30 semester hours (45 term hours) of graduate work after having earned a Master's degree.
6. Upon receipt of verification of educational attainment, salary increases will be effective at the start of the new school year or on the 15<sup>th</sup> day of January, whichever occurs first.
7. In no cases will salary increases due to educational attainment be backdated beyond the current contract year.

C. Spread of Paychecks Over 12 Months.

1. An Employee shall have his/her salary paid over 12 months in bi-weekly installments beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.
2. Should an Employee be paid for more days than contractually worked during the fiscal year they shall reimburse the Agency for such excess compensation. MCL 408.472.

D. Proration of Partial, Extended Contract Salaries. The above salary schedule applies only to Employees employed full time.

1. The salary of a part-time Employee will be pro-rated by the time fraction defining that portion of the time he/she is employed. All pro-rated calculations will be rounded up to the next full day as follows:

FTE	CONTRACT DAYS		FTE	CONTRACT DAYS
.90	168		.40	75
.80	149		.30	56
.70	131		.20	38
.60	112		.10	19
.50	93			

2. The Calendar defines the number of days (D) in the contract year.
  3. If an Employee works less than a contract year, his salary will be pro-rated by the factor N/D where (N) is the number of days worked. If an Employee is employed beyond the contract year, the same factor will be applied.
- E. Initial Placement Credit. Newly hired Employees may be given salary schedule placement reflecting up to and including ten (10) of their years of actual and relevant experience. Upon consultation with the union leadership, additional credit may be given.
- F. Increment Dates. Each Teacher will have an increment date on which he/she will be advanced to the next step of the salary schedule (subject to any performance-based provisions).
- G. Establishing Increment Dates. Increments shall occur on July 1<sup>st</sup>. Employees are eligible to increment if they were employed as of the preceding June 30<sup>th</sup> and have received at least an effective evaluation rating. Employees must be employed for at least 90 days to receive an evaluation rating for purposes of this provision.
- H. Adjustment of Increment Dates. If an Employee has an unpaid leave of absence that exceeds 150 calendar days, the increment date shall be moved back by one year.

- I. Longevity. Employees not receiving step increases and with years of consecutive service within the Agency on September 30<sup>th</sup> of any school year will receive the following amounts annually (subject to any performance-based provisions):

6 through 9 years:	\$900
10 through 14 years:	\$1,500
15 through 19 years:	\$2,000
20+ years:	\$2,625

- J. Employees who received additional educational stipends based on degrees obtained prior to August 30, 2016 will continue to receive those stipends until resignation/retirement from the Agency.

## Appendix B – Employment Qualifications

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### A. Teacher Employment Qualifications.

*Note: Teacher assignments are a prohibited bargaining subject under PERA 15(3)(j) and as such are presented herein for reference purposes only.*

Health Education Consultant <sup>3</sup>	<ul style="list-style-type: none"><li>• Must hold a valid teaching certificate</li><li>• Relevant experience teaching the Michigan Health Model</li></ul>
Teacher Consultant	<ul style="list-style-type: none"><li>• Valid Michigan Teaching Certificate with a special education endorsement. Approval is specific to the category of endorsement (i.e. EI, LD, etc.)</li><li>• Master's degree in education or field of study related to special education.</li></ul>
Resource Program Teacher	<ul style="list-style-type: none"><li>• Must meet certification requirements per R340.1781; R340.1782</li><li>• Must meet Michigan Highly Qualified Special Education Teacher Standards for Current Teaching Assignment</li><li>• At least one qualifying special education endorsement to teach in a resource program (340.1749a-c)</li></ul>
Moderate Cognitive Impairment Program Teacher	<ul style="list-style-type: none"><li>• Must meet certification requirements per R340.1781, R340.1782, R340.1786</li><li>• Must meet Michigan Highly Qualified Special Education Teacher Standards to teach in a cognitive impairment program</li><li>• Must hold an SA endorsement</li></ul>
Severe Cognitive Impairment Program Teacher	<ul style="list-style-type: none"><li>• Must meet certification requirements per R340.1781, R340.1782, R340.1786</li><li>• Must meet Michigan Highly Qualified Special Education Teacher Standards to teach in a cognitive impairment program</li><li>• Must hold an SA endorsement</li></ul>
Early Childhood Special Education Teacher	<ul style="list-style-type: none"><li>• Must meet certification requirements per R340.1781, R340.1782, R340.1795</li><li>• ZA with at least one qualifying special education endorsement or ZS endorsement</li></ul>

**B. Non-Teacher Employment Qualifications**

Certified Occupational Therapy Assistant	<ul style="list-style-type: none"> <li>☒ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>☒ Must meet certification and/or licensure requirements per LARA Board of Occupational Therapists General Rules</li> </ul>
Instructional Coach	<ul style="list-style-type: none"> <li>☒ Master's degree</li> <li>☒ One qualifying special education endorsement</li> <li>☒ Minimum of five (5) years of documented professional experience in education</li> <li>☒ Minimum of two (2) years of documented experience analyzing building level data and supporting curricular based instructional practices</li> </ul>
Occupational Therapist	<ul style="list-style-type: none"> <li>☒ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>☒ Must meet certification and/or licensure requirements per LARA Board of Occupational Therapists General Rules</li> </ul>
Orientation and Mobility Specialist	<ul style="list-style-type: none"> <li>☒ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>☒ Certified as an Orientation &amp; Mobility Specialist by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP)</li> </ul>
Physical Therapist & Physical Therapy Assistant	<ul style="list-style-type: none"> <li>☒ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>☒ Must meet certification requirements per LARA Board of Physical Therapy General Rules</li> </ul>
Program Consultant for Students with Autism Spectrum Disorder	<ul style="list-style-type: none"> <li>☒ Master's Degree</li> <li>☒ Minimum of three (3) years of documented experience supporting staff within the classroom setting to program for students with ASD, as well as families of students with ASD to access services and supports</li> <li>☒ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>☒ An Employee hired with a professional certificate/license in the following area(s): SSW, SLP, OT, PT, School Psychologist, or Special Education</li> </ul>

	<p>Teacher is required to maintain certification/licensure in accordance with specific requirements of the professional discipline.</p>
Program Consultant for Assistive Technology	<ul style="list-style-type: none"> <li>€ Master's Degree</li> <li>€ Minimum of two (2) years of documented experience selecting and programming assistive technology devices to support students to access their LRE.</li> <li>€ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>€ An Employee hired with a professional certificate/license in the following area(s): SSW, SLP, OT, PT, School Psychologist, or Special Education Teacher is required to maintain certification/licensure in accordance with specific requirements of the professional discipline.</li> </ul>
Program Consultant for Behavioral Support	<ul style="list-style-type: none"> <li>€ Master's Degree</li> <li>€ Board Certified Behavior Analysis Certification</li> <li>€ Professional Certificate in the following area(s): SSW, SLP, TSLI, OT, School Psychologist or Teacher with a special education endorsement</li> <li>€ Minimum of 5-years of documented experience implementing research-based strategies to address challenging behaviors.</li> </ul>
Program Consultant for Students who are Deaf/Hard of Hearing	<ul style="list-style-type: none"> <li>€ Master's Degree</li> <li>€ Must meet certification and/or licensure requirements for specific discipline per R340.1792, R340.1799c</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>€ Possess certification per LARA Director's Office Audiologist – General Rules</li> </ul>
Program Consultant for Students who are Visually Impaired	<ul style="list-style-type: none"> <li>€ Master's Degree</li> <li>€ Must meet certification and/or licensure requirements or specific discipline per R340.1792, R340.1799b</li> </ul>
Registered Nurse	<ul style="list-style-type: none"> <li>€ Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>€ Bachelor's Degree</li> <li>€ Must meet licensure requirements per LARA Board of Nursing General Rules</li> </ul>
School Psychologist	<ul style="list-style-type: none"> <li>€ Must meet certification and/or licensure requirements for specific discipline per R340.1792, R340.1799e</li> </ul>

School Social Worker	<ul style="list-style-type: none"> <li>Must meet certification and/or licensure requirements for specific discipline per R340.1792, R340.1799f</li> <li>Must meet certification and/or licensure requirements per LARA Director's Office Social Work - General Rules</li> </ul>
Social Emotional Learning Coach	<ul style="list-style-type: none"> <li>Master's Degree</li> <li>Professional Certificate in the following area(s): SSW, SLP, School Psychologist or Teacher with a special education endorsement</li> <li>Minimum of 5-years of documented experience implementing research-based strategies to address challenging behaviors.</li> <li>Minimum of 3-years of documented experience of coaching, leading, and supporting students and/or staff</li> </ul>
Speech-Language Pathologist	<ul style="list-style-type: none"> <li>Must meet certification and/or licensure requirements for specific discipline per R340.1792</li> <li>Must meet licensure requirements established by the Michigan Lara Director's Office Speech-Language Pathology - General Rules</li> <li>Certificate of Clinical Competence<sup>1,2</sup></li> </ul>
Transition Coordinator	<ul style="list-style-type: none"> <li>Must meet certification requirements for specific discipline per R340.1792</li> <li>Master's Degree</li> <li>Must meet certification requirements for specific discipline per R340.1799g - three (3) years of satisfactory employment providing transition-related service to individuals with disabilities between the ages of 13 to 26 years</li> <li>An Employee hired with a professional certificate/license in the following area(s): SSW, SLP, OT, PT, School Psychologist, or Special Education Teacher is required to maintain certification/licensure in accordance with specific requirements of the professional discipline.</li> </ul>
Work Study Coordinator	<ul style="list-style-type: none"> <li>Must meet certification requirements for specific discipline per R340.1792</li> <li>Bachelor's Degree<sup>3</sup></li> <li>Minimum of two (2) years of documented experience at the secondary level to support employment experiences and job skill development for students</li> </ul>

	<ul style="list-style-type: none"> <li>• An Employee hired with a professional certificate/license in the following area(s): SSW, SLP, OT, PT, School Psychologist, or Special Education Teacher is required to maintain certification/licensure in accordance with specific requirements of the professional discipline.</li> </ul>
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<sup>1</sup> Speech Language Pathologists have one year from date of hire to earn a Certificate of Clinical Competency. If the SLP believes he/she will not be able to complete the requirements to earn the Certificate of Clinical Competence as expected, he/she can submit an alternative plan to the Assistant Superintendent for Special Education for consideration.

<sup>2</sup> Employees hired as of July 1, 2013 without a Certificate of Clinical Competency are strongly encouraged, but not required, to obtain such certification.

<sup>3</sup> Once this position becomes vacant, it shall be removed from the bargaining unit.



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1st Amendment  
to the May 15, 2020 Letter of Agreement between  
Livingston Educational Service Agency (Agency) and the  
Livingston Intermediate Professional Staff Association (LIPSA)  
October 16, 2020

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The Letter of Agreement entered into on May 15, 2020 will be amended as follows:

There are many economic uncertainties related to the Coronavirus Pandemic.

As a result of the State Executive Orders put into place during 2020, significant funding reductions are possible which will likely materially alter the effectiveness and permanency of both wage scale negotiations scheduled for May, 2020 and the typical annual staffing procedures. To mitigate the negative impact of the above, the purpose of this Letter of Agreement is to coordinate our efforts to support not only LIPSA staff members but also our constituent districts.

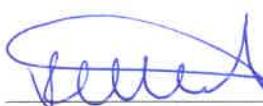
Therefore, the Agency and LIPSA agree to the following:

1. The typical annual staffing process will be **CANCELLED FOR THE 2020-2021 SCHOOL YEAR deferred to October 2020 with an implementation date to be determined at that time. The intent is for the current staff assignments to continue until after the staffing process has been completed. THE STAFFING PROCESS FOR 2021-2022 WILL OCCUR IN THE SPRING OF 2021 AS OUTLINED IN THE CONTRACT.**
2. LIPSA staff members that require an evaluation consistent with Executive Order 2020-65 for the 2019-2020 school year will be evaluated. Other LIPSA staff members shall not be evaluated for 2019-2020.
3. Change the wage scale negotiations from May 2020 to October 2020 and allow for salary scale increments as otherwise scheduled.
4. The Agency and LIPSA will meet on a monthly basis to review the Agency's financial state and LIPSA staff member workload.

This Letter of Agreement is not considered as setting a precedent or establishing past practice.

  
Pamela Holloway

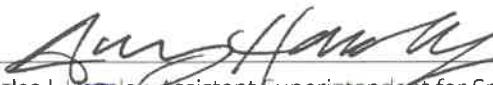
Pamela Holloway, LIPSA Union Co-President



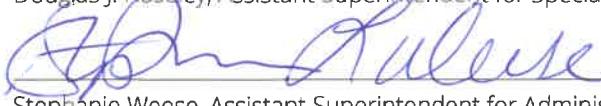
Dr. R. Michael Hubert, LESA Superintendent

  
Michelle Charron-Witt

Michelle Charron-Witt, LIPSA Union Co-President



Douglas J. Hasleky, Assistant Superintendent for Special Education



Stephanie Weese, Assistant Superintendent for Administrative Services



**Letter of Agreement between**  
**Livingston Educational Service Agency (Agency) and the**  
**Livingston Intermediate Professional Staff Association (LIPSA)**  
**October 30, 2020**

The Agency and LIPSA agree to the following:

Contract Section	Intent of Change
<p>Article 9(A) "Professional Learning" Shall be amended as follows for the duration of the 2020-2021 school year only:</p> <p>The professional learning of each Employee is recognized by the Agency and the Association to be of great importance. <del>As such, a comprehensive, learning-focused system shall be in place where all Employees have access to appropriate supports that enhance professional growth during the course of their employment. Amid the COVID-19 pandemic there have been significant new learning demands placed on Employees that are expected to continue during the 2020-2021 school year. Accordingly, the Agency's professional learning model will convert to an independent model <del>in accordance with the objective, and</del> Employees will continue to receive the \$850 learning stipend for the 2020-2021 school year, on an annual basis through the 2021-2022 school year.</del></p>	<p>Professional learning will be self-directed for the duration of the 2020-2021 school year. Learning stipends will continue. This section will revert back to the original language for the 2021-2022 school year.</p>
<p>Article 9(B) "Professional Learning Committee" shall be set aside for the duration of the 2020-2021 school year and the membership of the Committee shall be the same for the 2021-2022 school year.</p>	<p>The professional learning committee abandons work for the remainder of the 2020-2021 school year but the same group of people return to regular committee work for the 2021-2022 school year.</p>
<p>Article 9(E) "Learning Groups" shall be set aside for the duration of the 2020-2021 school year and learning leader stipends shall be pro-rated from \$1,000 to \$500.</p>	<p>Mitigate impact of increased workload attributable to new responsibilities associated with COVID-19. Learning leaders who have completed more than ½ of their work for the year can submit evidence for consideration of a higher pro-rata payment. The advancement of learning goals may continue on a voluntary basis.</p>



	<p>Considering the additional time staff have worked for reasons associated with COVID-19, time scheduled in learning teams as part of Section 9(E)(5) shall be abandoned for the remainder of the 2020-2021 school year.</p> <p>Beginning with the signing of this Agreement and continuing through the balance of the 2020-2021 school year, time assigned for training that must occur outside of the regular contractual time shall be paid on a pro-rata hourly basis.</p>
<p>Article 9(G) "Non-Teacher Employee Evaluation" shall be set aside for the duration of the 2020-2021 school year.</p>	<p>Any concerns with the performance of LIPSA members during the 2020-2021 school year shall be brought to the employee's attention by their direct supervisor.</p>

Pamela Holloway, LIPSA Union Co-President

Dr. R. Michael Hubert, LESA Superintendent

Michelle Charron-Witt, LIPSA Union Co-President

Douglas J. Haseley, Assistant Superintendent for Special Education

Stephanie Weese, Assistant Superintendent for Administrative Services



Letter of Agreement between  
Livingston Educational Service Agency (Agency) and the  
Livingston Intermediate Professional Staff Association (LIPSA)  
November 2, 2020

Consistent with the May 15, 2020 Letter of Agreement, the Agency and LIPSA have completed the October of 2020 wage scale negotiations. The Agency and LIPSA agree to the following:

- The wage scale for 2020-2021 shall increase retroactively to July 1, 2020 by 1.5% over the 2019-2020 wage scale. The retroactive catch-up payment shall occur in the first paycheck of December, 2020.
- Employees shall receive a \$500 hazard duty payment payable in the second paycheck of January, 2021. This hazard duty payment shall be reduced by any amount the Employee is eligible to receive under the State of Michigan Department of Treasury hazard duty payment program. The Agency shall support Employees in the application for such payments.
- Recognizing the very close proximity that Employees have had to have with students during the COVID-19 pandemic, Employees shall receive a high-risk hazard duty payment of \$500 in the first paycheck of April, 2021.

Pamela Holloway, LIPSA Union Co-President

Dr. R. Michael Hubert, LESA Superintendent

Michelle Charron-Witt, LIPSA Union Co-President

Douglas J. Haseley, Assistant Superintendent for Special Education

Stephanie Weese, Assistant Superintendent for Administrative Services

As agreed upon in the letter of agreement dated November 2, 2020:

**LIPSA 2020 -2021**

Step	191 days		186 days					
	RN	COTA	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	
1	\$ 46,528	\$ 29,262	\$ 42,855	\$ 44,554	\$ 46,442	\$ 48,141	\$ 50,218	
2	\$ 48,660	\$ 30,584	\$ 44,932	\$ 46,820	\$ 48,519	\$ 50,596	\$ 52,484	
3	\$ 50,793	\$ 32,094	\$ 47,198	\$ 48,897	\$ 50,973	\$ 52,861	\$ 55,127	
4	\$ 53,119	\$ 33,605	\$ 49,274	\$ 51,351	\$ 53,428	\$ 55,504	\$ 57,581	
5	\$ 55,445	\$ 35,304	\$ 51,728	\$ 53,805	\$ 55,882	\$ 58,147	\$ 60,413	
6	\$ 57,966	\$ 36,625	\$ 54,183	\$ 56,259	\$ 58,525	\$ 60,790	\$ 63,245	
7	\$ 60,680	\$ -	\$ 56,826	\$ 59,091	\$ 61,357	\$ 61,734	\$ 66,265	
8	\$ 63,782	\$ -	\$ 59,846	\$ 61,734	\$ 64,189	\$ 66,832	\$ 69,475	
9	\$ 66,496	\$ -	\$ 62,489	\$ 64,755	\$ 67,398	\$ 70,041	\$ 72,873	
10	\$ -	\$ -	\$ -	\$ 68,342	\$ 70,607	\$ 73,439	\$ 76,271	
11	\$ -	\$ -	\$ -	\$ 71,363	\$ 74,006	\$ 76,838	\$ 79,858	
12	\$ -	\$ -	\$ -	\$ -	\$ 77,970	\$ 81,180	\$ 84,389	
13	\$ -	\$ -	\$ -	\$ -	\$ 81,368	\$ 84,767	\$ 87,976	



**Livingston ESA and LIPSA Wage Re-Opener Proposal**  
June 11, 2021

2% increase on scale as shown below:

**LIPSA 2021-2022**

**2% increase**

Step	191 days		186 days				
	RN	COTA	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	47,458	29,848	43,712	45,446	47,371	49,104	51,223
2	49,633	31,196	45,831	47,756	49,489	51,608	53,533
3	51,808	32,736	48,141	49,875	51,993	53,918	56,229
4	54,181	34,277	50,260	52,378	54,496	56,614	58,733
5	56,554	36,010	52,763	54,881	56,999	59,310	61,621
6	59,125	37,358	55,266	57,385	59,695	62,006	64,510
7	61,893	0	57,962	60,273	62,584	62,969	67,591
8	65,057	0	61,043	62,969	65,472	68,168	70,864
9	67,826	0	63,739	66,050	68,746	71,442	74,330
10	0	0	0	69,709	72,020	74,908	77,797
11	0	0	0	72,790	75,486	78,374	81,455
12	0	0	0	0	79,530	82,803	86,077
13	0	0	0	0	82,996	86,462	89,736

\*\*If the final settlements for the local districts exceed an average of 2% for 21/22, LIPSA may request the wage scale be reopened on a retroactive basis (July 1, 2021). This provision excludes any restructured scales (i.e. Fowlerville for 21/22).

Pamela Holloway

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R. Michael Hubert, Ed.D.

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Stephanie L. Weese

Michelle Charron-Witt

Michelle Charron-Witt

Douglas Haseley