



Livingston
**EDUCATIONAL
SERVICE** Agency

Agreement

between the

Livingston Educational Service Agency Board of Education

and the

Livingston Intermediate Professional Staff Association

July 1, 2022 - June 30, 2025

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Preamble

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

Article 1 - Definitions

- 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

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**
 - Teacher Consultant
 - Moderate Cognitive Impairment Program Teacher

- Severe Cognitive Impairment Program Teacher
- Early Childhood Special Education Teacher
- Adaptive Physical Education Teacher

B. Non-Teaching Employees

- Instructional Coach- Instructional Coach for Literacy and AAC
- Occupational Therapist
- Orientation and Mobility Specialist
- Physical Therapist
- 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
- Speech and Language Pathologist
- Transition Coordinator
- Work Study Coordinator

C. General Education-non teaching and teaching

- Program Consultant for Behavioral Health
- Social Emotional/Mental Health Specialist
- School Social Worker
- School Psychologist

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

D. 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

- 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 workforce 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 workforce.

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

- 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 proposals during the course of negotiations subject only to ultimate ratification of their respective units.

Article 5 – Association Rights

- 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

- 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

- 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 their seniority when they quit, retire, are discharged, or have been laid off for more than two (2) years.
- C. **Personnel File Review.** Each Employee may, upon reasonable prior request, review the contents of their personnel file as maintained by the Superintendent or designee, except for their 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 their file, which might adversely affect their 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 their own time for gainful employment insofar as it does not interfere with their daily work schedule or with the satisfactory performance of their duties. School Agency facilities, equipment, materials and supplies may not be used by any Employee in outside employment.
- F. **Subcontracting.** 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 subcontracting is in the best interests of the Agency. The Board agrees that it will not subcontract 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

- 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 their 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. Employees who are required to work in a home or school environment will be provided training and review safety procedures at least annually. If the Employee has continued safety concerns, they should notify their immediate supervisor.

Article 9 – Professional Growth

- 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 2024-2025 school year. Refer to Appendix C for the process to request professional learning.
- B. **Professional Learning Committee**

1. The Agency shall appoint a Professional Learning Committee, composed 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.
 2. The primary focus of the committee shall be to identify the professional learning outcomes for the year and to plan professional learning activities.
 3. 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.
 4. Coaches and Learning Leaders interested in serving on the Professional Learning Committee shall apply no later than April 30th annually
- 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 three phases of the coaching program are:
 - a. Induction Phase: The Induction Phase occurs during the first two years of employment with the Agency (three years, if required by MCL 380.1526). During this phase, a Coach shall be assigned by the Assistant Superintendent for Special Education. Coaches are assigned within the same discipline and district, if possible.
 - b. Induction Phase- abbreviated: New employees who are hired mid-year or are hired with relevant professional experience, will be assigned a Coach by the Assistant Superintendent for Special Education outside of the established cohort. Mid-year hires will transition into the next cohort at the beginning of the following school year. 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.
 - c. 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. Proteges shall attend all learning sessions as scheduled by the Assistant Superintendent for Special Education. The proteges will meet up to five times per year.

4. If a Protégé has concerns about their 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 their Director for Special Education.
6. An Employee interested in continuing as a Coach shall apply annually no later than June 15th. Employees shall be notified regarding the status of their application by June 30th.
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 31st. 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 they are assigned a Protégé. (Coaches assigned for less than a full year will receive prorated stipends). Coaches shall only be assigned one Induction Phase Protégé per year.
 - 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 not to evaluate learners in the Learning Group, but is to facilitate the work of each Learning Group. Each Director for Special Education shall oversee the Learning Groups on their 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 15th. The initial application shall include a supporting letter of recommendation from one of their peers.
 - b. An Employee interested in continuing as a Learning Leader shall apply annually no later than June 15th.
 - 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 30th 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 for the following four time periods: October, January, February, March/April. Learners will engage in individualized learning for two hours for the following seven time periods: August/September, October, November/December, January, February, March and April/May. **See table below**

Month	Time in Groups	Month	Individual Time	Total Time
		Aug/Sept	2	2
October	2	October	2	4
January	2	Nov/Dec	2	4
February	2	January	2	4
March/April	2	February	2	4
		March	2	2
		April/May	2	2
Total	8		14	22

6. In order to increase contact time between staff and students, one day of the work calendar will be dedicated to professional learning that will occur outside of the normal work day. Of the eight required hours for group meetings, two of these hours will be scheduled outside of the normal work day. Of the 14 hours of individual work time, five hours will be completed outside of the work day.
7. 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.
8. The Assistant Superintendent for Special Education shall organize a training program for Learning Leaders annually, to be held prior to September 30th. Additionally, Learning Leaders may be required to participate in additional meetings or professional growth work sessions.
9. Professional growth contributes to the staff evaluation noted in (H) below. The Learners shall annually submit the following to their Director for Special Education:

- a. Professional Growth Objectives. Not later than October 31st 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. Alternative Growth Objective option: Not later than September 1st, Learners seeking an alternative path outside of the established professional growth objectives, shall submit an application to the Assistant Superintendent for Special Education.
 - c. All new employees will develop a growth path their first year with guidance from their supervisor and Learning Leader.
 - d. Professional Growth Updates.
 - i. Not later than February 1st the Learner shall submit an update on their professional growth objectives.
 - ii. Not later than May 30th, the Learner shall annually provide their Director for Special Education with a self-assessment using the rubric for professional growth for Learners.
10. No later than 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.
 11. In collaboration with their learners, the Learning Leader shall annually prepare a written summary of their Learning Group's work.
 12. To receive compensation, each Learning Leader shall fulfill their 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.
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 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.
 - f. Coordinate with Agency administration to secure professional development credit (for example: SCHECH's, CE's, etc) as appropriate.
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 Assistant Superintendent 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 composed of LIPSA members and administrators.

Article 10 – Qualifications & Certifications

- A. **Employment Qualifications.** Each Employee must meet the requirements of applicable law and administrative rules for the current position they hold 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 they hold. This means that each Employee must:
 1. Meet certification, licensure, and/or approval requirements.
 2. Initiate the application for certification or licensure at their 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

- A. **Vacancy for Non-Teacher Employees Only**
 1. Vacant Positions:
 - a. Each vacancy for Non-Teacher Employee positions in the bargaining unit shall be posted for at least five (5) days internally and externally.
 - b. Notice of bargaining unit and administrative Employee group vacancies will be sent concurrently to all bargaining unit Employees via group email.
 - c. Internal candidates will be reviewed prior to all external candidates.
 - d. Non-Teacher Employees may apply for posted bargaining unit vacancies using an abbreviated application unless the posting states a full application is required.
 - e. 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.
 - f. Initial applicants need not reapply, but must verify their application is still current within the job posting system.
 - g. Failure by the Employee to follow the procedure or failure to meet the deadline may disqualify an applicant from further consideration.
 - h. Selected applicants may be interviewed

- i. All internal applicants will be contacted to discuss the status of application. Feedback can be requested in writing.
- j. Each applicant will be notified of the final disposition of their application.
- k. All exceptions to the above should be reported to the Assistant Superintendent for Administrative Services.

B. Annual Transfer Requests: Employees may make an 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 following criteria: 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.
- 2. Any Employee transfer request may be denied for cause.
- 3. Upon approval or denial of transfer request, the employee will be contacted to confirm the change or discuss the denial.

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 reconsideration 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(D)1.

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 using the transfer request process.
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:**
 1. Sick Leave: Prorated allowance per Article 20(A)(1).
 2. Personal Business: Prorated by FTE.

3. Jury Duty: Per Article 20(A)(3).
4. Bereavement Leave: Prorated allowance per Article 20(A)(4)
5. Work Related Injury/Lice: Per Article 20(A)(6).
6. One Mental Health day. The mental health day shall not carryover at the end of the year.

Article 12 – Working Conditions

- 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 their responsibilities:
1. The Employee shall make a written request to meet with their 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 Assistant Superintendent 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 their assigned workspace is not conducive to learning or working, they shall advise their 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

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 comprise 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, 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 paid before the last pay of the contract for the school year.
 - 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 their normal hourly rate for time spent with students for Homebound instruction. If the teacher's normal hourly rate is less than \$50 per hour, they will be compensated at \$50 per hour for time spent with students for Homebound instruction.
2. Mileage related to travel for Homebound instruction shall be submitted in accordance with Article 18, Section I.
3. Services qualifying for this payment are required to be provided outside of scheduled work hours by teaching staff for LESA Pathway students.
4. 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

- 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 their position about the finding and decision which will then become a part of the Employee's personnel file.

Article 15 - Grievances

- 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, they shall first discuss the complaint with their 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 their grievance in writing to their immediate supervisor on the form provided. The immediate supervisor shall sign and date all copies when they receive 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 they receive 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 they receive 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 a 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. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. They shall have no power to establish wage rates or to change any wage rates.
 - c. They 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. They shall have no power to change the content of an Employee's evaluation, nor may they decide any matter regarding the denial of tenure to an Employee or to their 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 them, 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 they have 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 their 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

- A. Special Conferences will be arranged between the Association President and/or Co-President and the Superintendent or their 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

- 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 their last known address, postmarked at least twenty (20) calendar days before their reporting date. The Non-Teacher Employee will indicate their 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 irrefutably be construed to constitute a resignation and/or the Employee's abandonment of their 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, they 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 their 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 they do 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 they are 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 their 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 on their 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 30th 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 Employee (.6 FTE and above) 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 their right of conversion in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of their last day of employment.
- G. Professional Liability Insurance. The Board will pay the premium for coverage to protect each Employee from losses they become 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.
 1. If the injury was caused by a student, the first 2 days of leave will not be charged to the employee.
 2. If the absence exceeds five work days, a committee composed of the Superintendent, LIPSA representative, and Human Resources will convene to review the incident.
 3. If the committee finds that proper protocols and procedures were followed, up to 5 additional sick days will be granted to the employee.
- 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 expense. Expenses incurred in May and June must be submitted no later than June 30th. 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

A. Short Term Disability:

1. The Agency shall maintain an employee self-funded short-term disability plan 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 their 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. They are personally ill or has been injured or quarantined, and has obtained a doctor's statement stating that they may not work.
 - b. They have been unable to work for 21 consecutive calendar days.
 - c. They have made a complete and timely application for short-term disability benefits using the established Agency forms.
 - d. They have 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 and is included in the salary schedule in Appendix A.
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

A. Authorized Leaves of Absence - With Pay.

1. Sick Leave. Sick leave days should be entered in the absence management system by the Employee no later than twenty-four (24) hours from the use of the sick day. Each full-time 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 their contract period shall be granted a sick leave bank adjusted according to the following:
 - a. All sick leave days previously accumulated by an Employee while employed by the Agency shall be credited to them. 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., spouse/partner, child, father or mother that requires the presence of the Employee.
 - iii. For the birth of a biological child, a maximum of ten (10) sick days may be used in order to care for the individual who gave birth.

- c. The Employee shall notify the administrator of their impending absence stating the period of leave and where they can be contacted during the day. Each Employee shall give such notification prior to their 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 their 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 shall be reimbursed at a rate of \$75 per day upon the Employee's retirement.
2. Personal Business. A full time 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's 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 they 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 they reports or performs jury duty on which they 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. Court Appearances. 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 release 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 their 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 their impending absence stating the period of leave and where they 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 their caseload.

7. Mental Health Day . Each employee will be granted one (1) mental health day per year. The mental health day shall not carryover at the end of the year.
8. Vacation Days. Teachers contracted to work 206 days shall receive 4 vacation days per year. The vacation days shall be used within the contract year, and shall not be subject to carryover.

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 they remain 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 their 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 their 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 30th, 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 30 days after the first student day, 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). shall include 206 days at 7 hours/day, not inclusive of a 30-minute duty-free lunch. Calendars for all other Employees shall include 186 days at 7 hours per day, not inclusive of a 30-minute duty-free lunch. Each LIPSA employee will follow the LIPSA associated calendar. Example: A Hartland

LIPSA employee will follow the LIPSA Hartland calendar not the Hartland Consolidated Schools calendar.

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. Duty Free Lunch: 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. Planning Time: 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 their weekly building/program schedule to their supervisor no later than two weeks after the first student day 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. The Directors for Special Education will share the schedule expectations with LIPSA staff at the beginning of the year.

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, they 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 they are being directed to report outside of their normal work hours on a continuous basis, they should first discuss the situation with their 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, they should still report as scheduled unless the professional learning activity is also closed/canceled.
2. It is the Employee's responsibility to make sure their 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

- 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.

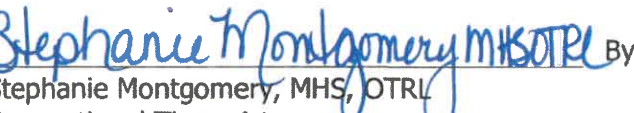
Article 23 – Duration of Agreement


This Agreement shall be effective as of July 1, 2022 and shall continue in full force and effect until 11:59 P.M., June 30, 2025. 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, M.A., Ed.S.
Program Consultant

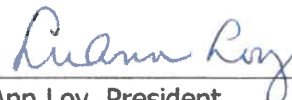
By 
Nicole DeZell, Ed.S.
School Psychologist

By 
Stephanie Montgomery, MHS, OTRL
Occupational Therapist

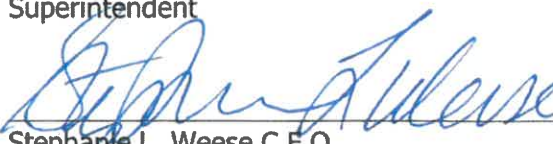
By 
Melissa Woerner, MA, LSLP-CCC
Speech Language Pathologist


By 
Shayna Forster
Moderate Cognitive Impairment Program
Teacher

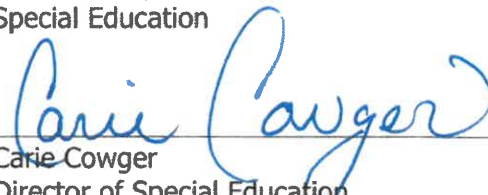
**BOARD OF EDUCATION
LIVINGSTON EDUCATIONAL
SERVICE AGENCY**

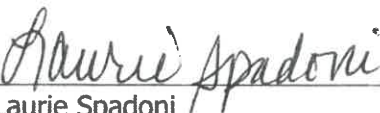
By 
LuAnn Loy, President
LESA Board of Education

By 
R. Michael Hubert, Ed.D.
Superintendent

By 
Stephanie L. Weese C.F.O.
Assistant Superintendent for
Administrative Services

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

By 
Carrie Cowger
Director of Special Education

By 
Laurie Spadoni
Human Resource Supervisor

Appendix A – Wage Schedules

A. Wage Schedules:

- 2022-2023 wage schedule

2022-2023 SALARY SCHEDULE						
Step	191 days	186 days				
	RN	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	48,644	44,805	46,582	48,555	50,332	52,504
2	50,874	46,977	48,950	50,726	52,898	54,871
3	53,103	49,345	51,122	53,293	55,266	57,635
4	55,536	51,517	53,687	55,858	58,029	60,201
5	57,968	54,082	56,253	58,424	60,793	63,162
6	60,603	56,648	58,820	61,187	63,556	66,123
7	63,440	59,411	61,780	64,149	64,543	69,281
8	66,683	62,569	64,543	67,109	69,872	72,636
9	69,522	65,332	67,701	70,465	73,228	76,188
10	0	0	71,452	73,821	76,781	79,742
11	0	0	74,610	77,373	80,333	83,491
12	0	0	0	81,518	84,873	88,229
13	0	0	0	85,071	88,624	91,979

Each employee will receive an off-schedule payment equating to one day of pay, to be paid on the first pay in December.

2. 2023-2024 wage schedule

2023-24 SALARY SCHEDULE						
Step	191 days	186 days				
	RN	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	49,860	45,925	47,747	49,769	51,590	53,817
2	52,146	48,151	50,174	51,994	54,220	56,243
3	54,431	50,579	52,400	54,625	56,648	59,076
4	56,924	52,805	55,029	57,254	59,480	61,706
5	59,417	55,434	57,659	59,885	62,313	64,741
6	62,118	58,064	60,291	62,717	65,145	67,776
7	65,026	60,896	63,325	65,753	66,157	71,013
8	68,350	64,133	66,157	68,787	71,619	74,452
9	71,260	66,965	69,394	72,227	75,059	78,093
10	0	0	73,238	75,667	78,701	81,736
11	0	0	76,475	79,307	82,341	85,578
12	0	0	0	83,556	86,995	90,435
13	0	0	0	87,198	90,840	94,278

Dependent upon budget availability and final board approval, each employee will receive an off-schedule payment equating to one day of pay, to be paid on the first pay in December.

3. 2024-2025 wage schedule

2024-25 SALARY SCHEDULE						
Step	191 days	186 days				
	RN	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
1	51,107	47,073	48,941	51,013	52,880	55,162
2	53,450	49,355	51,428	53,294	55,576	57,649
3	55,792	51,843	53,710	55,991	58,064	60,553
4	58,347	54,125	56,405	58,685	60,967	63,249
5	60,902	56,820	59,100	61,382	63,871	66,360
6	63,671	59,516	61,798	64,285	66,774	69,470
7	66,652	62,418	64,908	67,397	67,811	72,788
8	70,059	65,736	67,811	70,507	73,409	76,313
9	73,042	68,639	71,129	74,033	76,935	80,045
10	0	0	75,069	77,559	80,669	83,779
11	0	0	78,387	81,290	84,400	87,717
12	0	0	0	85,645	89,170	92,696
13	0	0	0	89,378	93,111	96,635

Dependent upon budget availability and final board approval, each employee will receive an off-schedule payment equating to one day of pay, to be paid on the first pay in December.

Wage Schedule Notes

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 15th 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 their salary paid over 12 months in bi-weekly installments beginning July 1st and ending June 30th.
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 prorated by the time fraction defining that portion of the time they are employed. All prorated 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 prorated 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 they 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 1st. Employees are eligible to increment if they were employed as of the preceding June 30th 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 30th of any school year will receive the following amounts annually (subject to any performance-based provisions):

3 through 9 years:	\$900
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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

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.*

Teacher Consultant	<ul style="list-style-type: none"> Valid Michigan Teaching Certificate with a special education endorsement. Approval is specific to the category of endorsement (i.e. EI, LD, etc.) Master’s degree in education or field of study related to special education.
Moderate Cognitive Impairment Program Teacher	<ul style="list-style-type: none"> Must meet certification requirements per R340.1781, R340.1782, R340.1786 Must meet Michigan Highly Qualified Special Education Teacher Standards to teach in a cognitive impairment program Must hold an SA endorsement
Severe Cognitive Impairment Program Teacher	<ul style="list-style-type: none"> Must meet certification requirements per R340.1781, R340.1782, R340.1786 Must meet Michigan Highly Qualified Special Education Teacher Standards to teach in a cognitive impairment program Must hold an SA endorsement
Early Childhood Special Education Teacher	<ul style="list-style-type: none"> Must meet certification requirements per R340.1781, R340.1782, R340.1795 ZA with at least one qualifying special education endorsement or ZS endorsement
Adaptive Physical Education Teacher	<ul style="list-style-type: none"> Shall possess a valid Michigan teaching certificate with an endorsement in physical education, special education or both.

B. Non-Teacher Employment Qualifications

Instructional Coach	<ul style="list-style-type: none"> Master’s degree One qualifying special education endorsement Minimum of five (5) years of documented professional experience in education Minimum of two (2) years of documented experience analyzing building level data and supporting curricular based instructional practices
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Occupational Therapist	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • Must meet certification and/or licensure requirements per LARA Board of Occupational Therapists General Rules
Orientation and Mobility Specialist	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • Certified as an Orientation & Mobility Specialist by the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP)
Physical Therapist	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • Must meet certification requirements per LARA Board of Physical Therapy General Rules
Program Consultant for Students with Autism Spectrum Disorder	<ul style="list-style-type: none"> • Master’s Degree • 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 • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • 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.
Program Consultant for Assistive Technology	<ul style="list-style-type: none"> • Master’s Degree • Minimum of two (2) years of documented experience selecting and programming assistive technology devices to support students to access their LRE. • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • 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.
Program Consultant for Behavioral Support	<ul style="list-style-type: none"> • Master’s Degree • Board Certified Behavior Analysis Certification • Professional Certificate in the following area(s): SSW, SLP, TSLI, OT, School Psychologist or Teacher with a special education endorsement • Minimum of 5-years of documented experience implementing research-based strategies to address challenging behaviors.

Program Consultant for Students who are Deaf/Hard of Hearing	<ul style="list-style-type: none"> • Master's Degree • Must meet certification and/or licensure requirements for specific discipline per R340.1792, R340.1799c OR <ul style="list-style-type: none"> • Possess certification per LARA Director's Office Audiologist – General Rules
Program Consultant for Students who are Visually Impaired	<ul style="list-style-type: none"> • Master's Degree • Must meet certification and/or licensure requirements or specific discipline per R340.1792, R340.1799b
Registered Nurse	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • Bachelor's Degree • Must meet licensure requirements per LARA Board of Nursing General Rules
School Psychologist	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792, R340.1799e
School Social Worker	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792, R340.1799f • Must meet certification and/or licensure requirements per LARA Director's Office Social Work - General Rules
Speech-Language Pathologist	<ul style="list-style-type: none"> • Must meet certification and/or licensure requirements for specific discipline per R340.1792 • Must meet licensure requirements established by the Michigan Lara Director's Office Speech-Language Pathology - General Rules • Certificate of Clinical Competence^{1, 2}
Transition Coordinator	<ul style="list-style-type: none"> • Must meet certification requirements for specific discipline per R340.1792 • Master's Degree • 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 • 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.
Work Study Coordinator	<ul style="list-style-type: none"> • Must meet certification requirements for specific discipline per R340.1792 • Bachelor's Degree³ • Minimum of two (2) years of documented experience at the secondary level to support employment experiences and job skill development for students

	<ul style="list-style-type: none"> 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.
Program Consultant for Behavioral Health	<ul style="list-style-type: none"> Must meet the criteria listed above for either a School Social Worker or School Psychologist
Social Emotional/Mental Health Specialist	<ul style="list-style-type: none"> Must meet the criteria listed above for either a School Social Worker or School Psychologist

¹ Speech Language Pathologists have one year from date of hire to earn a Certificate of Clinical Competency. If the SLP believes they will not be able to complete the requirements to earn the Certificate of Clinical Competence as expected, they can submit an alternative plan to the Assistant Superintendent for Special Education for consideration.

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

Appendix C- Professional Learning Process

To attend a professional development conference or workshop paid by the Agency, employees shall follow this process:

1. Discuss the professional development opportunity with their direct supervisor.
2. Complete the Professional Learning Request form located on the Livingston ESA intranet.
3. Include all estimated costs on the form, along with detailed information (brochure, etc)
4. The request must include how the learning will be shared with others within the Agency.
5. Submit the completed form and any attachments to the direct supervisor for review.
6. The direct supervisor has the ability to approve or decline the request. If the request is declined, the employee will be contacted directly.
7. Consideration of conference attendance approval will be prioritized based on the following:
 - a. The opportunity to present at the conference
 - b. Impact of professional learning on student outcomes
 - c. Willingness to share learning with Agency staff
 - d. Connection to professional learning goal and/or the Agency's strategic plan
8. If approved, the supervisor will sign the form and either return the form to the employee, or route it for further approval (as needed).
9. If approved, the employee will work with the Finance staff to coordinate any prepaid expenses.
10. The employee must keep all detailed receipts for any items that will be reimbursed by Livingston ESA.
11. Upon return from the conference/workshop, the professional learning reimbursement form will be completed and submitted to their supervisor for review. All detailed receipts must be included with the reimbursement form.
12. Once the reimbursement form is approved by the supervisor it will be submitted to Finance for processing.

The Board has the right to change this process at any time.



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

February 2, 2023

Planning Time

This Letter of Agreement is made and entered into by and between the Agency and LIPSA.


The Agency and LIPSA recognize the current staffing challenges at Pathway and the need for Pathway teachers to have appropriate planning time as indicated in the LIPSA contract. Accordingly, the Agency and LIPSA agree to the following which shall be in place from November 1, 2022 to June 30, 2023:

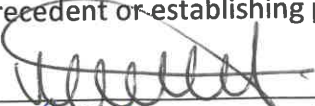
Per the contract, teachers are afforded a total of 150-minutes per week, which is approximately 30-minutes per day.

If planning time is missed:

1	There will be an attempt to make up the planning time that week. The Director of Special Education will communicate with the affected teachers regarding status and choices (if available).
2	If planning time cannot be provided, the teacher may submit a timesheet for up to 2.5 hours [150 minutes per LIPSA contract, based on 30 min. of planning time per day]. Planning time will not accumulate on days that the employee is not present at work.
3	Whereas it may be ideal to utilize the 150 minutes of planning in one block, there may be circumstances in which the time is made up over the course of the week.


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


Pamela Holloway, LIPSA Union Co-President


Dr. Michael Hubert, LESA Superintendent


Michelle Charron-Witt, LIPSA Union Co-President


Stephanie Weese, Assistant Superintendent


Doug Haseley, Assistant Superintendent

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

November 16, 2022

**Worker's Compensation
Injury caused by student**

This Letter of Agreement is made and entered into by and between the Agency and LIPSA.

The Agency and LIPSA recognize the complexity of navigating an injury caused by a student and the compensation disparity between Worker's compensation and the member's normal pay. Accordingly, the Agency and LIPSA agree to the following which shall be in place from July 1, 2022 to June 30, 2023:

Upon notification of a worker's compensation claim due to an employee injury caused by a student, Human Resources will assemble a committee to review the incident. The committee will be comprised of the LIPSA chairperson, a Human resources representative and a Special Education administration representative.

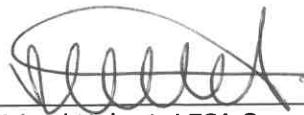
If the committee determines that the employee followed all proper protocols and procedures leading up to the injury, then:

- The first 2 weeks after the occurrence will be compensated at 100% of normal compensation.
- If the member continues to be off work beyond 2 weeks and up to a maximum of 6 weeks, the member will be compensated at 80% of normal compensation.
- After 6 weeks- return to worker's compensation pay only.


Upon return to work, or after 6 weeks of worker's compensation leave, the Human Resources department will reconcile the worker's compensation payments and payroll to align with the percentages listed above. Prior to adjusting payroll, a summary of the reconciliation will be shared with the LIPSA member.

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


Pamela Holloway, LIPSA Union Co-President


Dr. Michael Hubert, LESA Superintendent


Michelle Charron-Witt, LIPSA Union Co-President


Stephanie Weese, Assistant Superintendent



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

February 2, 2023
Hiring Incentive

This Letter of Agreement is made and entered into by and between the Agency and LIPSA.

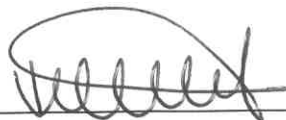
The Agency and LIPSA recognize the challenge of recruiting and hiring new staff to fill current vacancies. Accordingly, the Agency and LIPSA agree to the following which shall be in place from January 1, 2023 to February 28, 2023:

Any LIPSA staff hired between January 1, 2023 and February 28, 2023 will receive a \$2,000 hiring incentive. The incentive will be paid in two increments. \$1,000 will be paid on the March 17, 2023 pay day, the remaining \$1,000 will be paid on the first pay in June 2023.

If a current LIPSA member refers an applicant to the Agency, and the person is hired between January 1, 2023 and February 28, 2023, the current LIPSA member will receive a referral stipend of \$2,000. The referral stipend will be paid on the first pay in June 2023, with the stipulation that the new hire is still employed by Livingston ESA.

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


Pamela Holloway, LIPSA Union Co-President


Dr. Michael Hubert, LESA Superintendent


Michelle Charron-Witt, LIPSA Union Co-President


Stephanie Weese, Assistant Superintendent


Doug Haseley, Assistant Superintendent

**March 22, 2023 Addendum to the October 4, 2022 Letter of Agreement between the
Livingston Educational Service Agency (Agency) and the
Livingston Intermediate Professional Staff Association (LIPSA)
Regarding the Interim Placement of a Student Behavior Coach and
a Program Consultant for Student Behaviors at Pathway**

This Addendum to the October 4, 2022 Letter of Agreement is made and entered into by and between the Agency and LIPSA as follows:

1. Recognizing the progress that Shannon Shy has made in her role as Program Consultant for Student Behaviors, the Agency and LIPSA desire to continue her assignment through the end of the current traditional school year. Shannon's work will have an increased emphasis on shoulder-to-shoulder support for students and staff in classrooms and on school buses. Shannon will continue to report to the Superintendent regarding formal matters of administrative oversight, which shall include presentation of her monthly work plan for consideration and approval.
2. The Superintendent, Assistant Superintendent for Special Education, Director of Pathway Programs, a designee of LIPSA, the Student Behavior Coach (except for between March 18th and April 14th), the Program Consultant for Student Behaviors, and the Instructional Coach shall continue to meet bi-weekly for purposes of coordinating work efforts and addressing issues pertaining to student behaviors.

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



Pamela Holloway
LIPSA Union Co-President



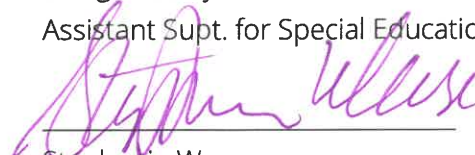
Michelle Charron-Witt
LIPSA Union Co-President



Dr. Michael Hubert
LESA Superintendent



Doug Haseley
Assistant Supt. for Special Education



Stephanie Weese,
Assistant Supt. for Administrative Services

**Letter of Agreement between the
Livingston Educational Service Agency (Agency) and the
Livingston Intermediate Professional Staff Association (LIPSA)
Regarding a Pilot for Staffing, Department Chairs, and
Department Meetings for 2023-2024**

Consistent with the Agency's Management Rights and subject to final budget adoption by the Agency's Board of Education, the Agency intends to add the following LIPSA staff positions for the 2023-2024 school year:

- 1.4 FTE of School Psychologists (0.8 HO; 0.4 BR; 0.2 FV)
- 3.0 FTE of School Social Workers (0.8 Pathway; 0.2 WAY; 1.0 HO; 0.4 BR; 0.6 PI)
- 2.0 FTE of Teachers to expand one early elementary MOCI classroom and one classroom for students in the 18-26 year old program.
- 1.0 FTE or Inclusion Specialist for early childhood programs
- 1.0 FTE County wide Program Consultant for AAC

Considering the above, and with respect for the work of the ad-hoc staffing committee that met between November of 2022 and January of 2023, the Agency and LIPSA desire to enter into the following Agreement:

1. By April 7th, the Assistant Superintendent for Special Education shall meet with the Department Chair for the school psychologists and separately with the Department Chair for the school social workers to confirm a plan for the intended allocation of new staff to their department. The purpose of the plan is to achieve equity in the allocation of new staff across districts and to enhance the possibility for recruiting staff.
2. As a pilot for the 2023-2024 school year, the Agency and LIPSA desire to modify the work of the departments to engage more actively in the development and modification of staffing plans. This pilot will require modification to existing contract language so that the role of and compensation for Department Chairs is appropriately matched and the work of the departments is adequately clear. Accordingly, the contract language will be modified for this pilot program as follows:

Article 9(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 May 1st. 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. The date/time for the meeting noted in 2(a) below shall be communicated to members no later than June 30th.

2. Department meetings shall occur two times per year, as noted below, 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.

a. One meeting shall be held between October 1st and October 15th to, among other things, assess staffing levels and workloads and problem solve issues/concerns. The specific areas of review to be conducted by each department are:

1. Staffing Level Assessments: Speech/Psychology/SSW shall contrast actual staff levels with national staffing levels and all other departments shall contrast staffing levels against a five-year trend.

2. Workload Assessments: Each department shall complete a critical review of (a) consistency in district protocols for major areas of work, (b) adequacy of workspace, (c) work that can be abandoned, and (d) work typically assigned that is not an essential function in the negotiated job description.

b. No later than October 31st the Department Chair and the Special Education Director assigned to the department shall meet with the Assistant Superintendent for Special Education to provide a debriefing on the department meeting.

c. No later than November 7th the LIPSA Union and Agency Administration shall discuss staffing levels at their regular meeting and shall decide on any interim staffing/protocol/job requirement changes that may be needed.

d. On the third Monday in January each department shall meet to, among other things:

1. Address any changes to the October meeting topics



2. Develop points of consideration for the Agency's Administration regarding staffing levels in the following budget year to include at a minimum:

- Notable changes in laws/rules/protocols that will consume more or less time
- Emerging trends in student needs
- New technology that could improve staff efficiency or educational outcomes
- Minimum (i.e. "Basement") departmental staffing levels that should be recognized when the LIPSA staffing "formula" is applied.

e. No later than January 31st Department Chairs shall submit a written debriefing of the meeting held on the 3rd Monday in January to the Assistant Superintendent for Special Education that address the significant items noted during their January meeting.

3. All Department Chairperson assignments shall be posted annually in the Spring using an abbreviated application and 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 that include all areas/topics as referenced above.
- 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.
- f. Coordinate with Agency administration to secure professional development credit (for example: SCHECH's, CE's, etc) as appropriate.

5. The Department Chairperson shall be paid an annual stipend of \$1,500 to provide compensation associated with the duties of the position that may occur outside the normal course of the workday, which is expected to include at least a four hour meeting in June to prepare for the October department meeting and a two hour meeting during



November/December to prepare for the January department meeting plus time as needed to prepare for other professional learning and department meetings that may be necessary.

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

A handwritten signature in black ink that reads "Pamela Holloway".

Pamela Holloway
LIPSA Union Co-President

A handwritten signature in blue ink that reads "Michelle Charron-Witt".

Michelle Charron-Witt
LIPSA Union Co-President

A handwritten signature in purple ink that reads "Michael Hubert".

Dr. Michael Hubert
LESA Superintendent

A handwritten signature in blue ink that reads "Doug Haseley".

Doug Haseley
Assistant Supt. for Special Education

A handwritten signature in purple ink that reads "Stephanie Weese".

Stephanie Weese,
Assistant Supt. for Administrative Services



**Letter of Agreement between the
Livingston Educational Service Agency (Agency) and the
Livingston Intermediate Professional Staff Association (LIPSA)
Regarding Continuation of Behavior Coach Pilot
During the 2023-2024 School Year**

This Addendum to the October 4, 2022 Letter of Agreement is made and entered into by and between the Agency and LIPSA as follows:

1. The Agency and LIPSA desire to extend the role of "Student Behavior Coach" in Pathway Programs through the summer of 2023 and through the 2023-2024 school year. Amy Buchler will be permitted to continue in that assignment for the summer of 2023. Should Amy decide at any time not to continue in the role as "Student Behavior Coach" she may return to her regular classroom assignment. The position for the 2023-2024 school year shall be posted during May of 2023 in accordance with procedures outlined in the Master Agreement.

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

Pamela Holloway
LIPSA Union Co-President

Dr. Michael Hubert
LESA Superintendent

Michelle Charron-Witt
LIPSA Union Co-President

Doug Haseley
Assistant Supt. for Special Education

Stephanie Weese,
Assistant Supt. for Administrative Services