

LINCOLN CONSOLIDATED SCHOOLS

AND THE

**WASHTENAW COUNTY
EDUCATION ASSOCIATION/MEA/NEA**

MASTER AGREEMENT

July 1, 2022-December 31, 2024

Contents

ARTICLE I	3
RECOGNITION	3
ARTICLE 2 ASSOCIATION AND TEACHER’S RIGHTS	3
ARTICLE 3 BOARD’S RIGHTS.....	5
ARTICLE 4 PAYROLL DEDUCTIONS	6
ARTICLE 5 TEACHING HOURS.....	6
ARTICLE 6 JOB SHARING	11
ARTICLE 7 SPECIAL STUDENT PROGRAM	13
ARTICLE 8 TEACHING CONDITIONS	16
ARTICLE 9 PROFESSIONAL ASSIGNMENTS.....	22
ARTICLE 10 VACANCIES, PROMOTIONS, AND TRANSFERS	24
ARTICLE 11 ILLNESS OR DISABILITY	26
1. <i>Personal Illness or Disability:</i>	27
2. <i>Illness in the Immediate Family:</i>	27
3. <i>Funeral or Death:</i>	27
4. <i>Medical or Nursing Care:</i>	27
ARTICLE 12 PROFESSIONAL AND PERSONAL LEAVE	29
A. PROFESSIONAL BUSINESS LEAVE:	29
ARTICLE 13 SABBATICAL LEAVE	32
ARTICLE 14 ACADEMIC FREEDOM.....	32
ARTICLE 15 EVALUATION AND PROGRESS	33
ARTICLE 16 PERSONNEL FILES AND RECORDS	33
ARTICLE 17 PROFESSIONAL BEHAVIOR	34
ARTICLE 18 SCHOOL IMPROVEMENT COMMITTEE.....	35
ARTICLE 19 STUDENT DISCIPLINE AND TEACHER PROTECTION	36
ARTICLE 20 SCHOOL CALENDAR.....	38
ARTICLE 21 PROFESSIONAL GRIEVANCE PROCEDURE	39
ARTICLE 22 COMPENSATION AND NEGOTIATION PROCEDURE.....	43
1. <i>Retirement.</i>	43
2. <i>Severance.</i>	43
ARTICLE 23 WAIVER CLAUSE.....	50
ARTICLE 24 MISCELLANEOUS PROVISIONS	51
ARTICLE 25 EMPLOYEE WELLNESS COMMITTEE.....	51
ARTICLE 26 UNION RELEASE TIME	51
ARTICLE 27 TERMINATION CLAUSE.....	52
SCHEDULE A	53

2022-2024 TEACHER'S SALARY SCHEDULE	53
SCHEDULE B EXTRA DUTY FOR EXTRA PAY	54
SCHEDULE C.....	61
SCHOOL CALENDAR	61
SCHEDULE D GRIEVANCE FORM	62

ARTICLE I RECOGNITION

- A. The Lincoln Consolidated Board of Education hereby recognizes the Washtenaw County Education Association, an affiliate of the MEA/NEA, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, otherwise known as the Public Employment Relations Act (PERA) for full-time and regularly scheduled part-time certified professional personnel employed by the Board of Education, including social workers, guidance counselors, school psychologists, certified librarians, speech-language pathologists, deans of students and nurse.
- B. The words "personnel," "employees," "teachers," "members," or the singular forms of the preceding, when used in this Agreement, refer to everyone within the scope of the bargaining unit, as defined above, unless specifically designated otherwise. The term "Association" in this Agreement shall mean, for the purposes of recognition only, the officers, members, and agents of the WCEA/LEA/MEA/NEA. The term "Board" shall include its officers, members and agents. The term "Superintendent" shall include the superintendent of the district or the superintendent's designee.
- C. The Board agrees not to negotiate with any other organization purporting to represent any employees within the scope of the bargaining unit as defined in "A" above, in regard to wages, hours, or working conditions except the bargaining representative as herein specified for the duration of this Agreement.
- D. If any existing classifications not listed above or any new classification is established by the Board, the Association shall promptly be notified. It is understood that classifications created or existing which are similar in function and powers to the classifications included in the above bargaining unit shall be added thereto. The Association shall have the right upon notification as previously mentioned or in lieu of notification, upon its own request, to negotiate for the inclusion of new or existing classifications into the above described bargaining unit.
- E. The Lincoln Consolidated Schools ("the School District") and the Washtenaw County Education Association/Lincoln EA ("the Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, the provisions of the parties' collective bargaining agreement identified below are not enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Teacher Tenure Act. Those provisions are: Article 9, Article 10, Article 16, Article 18, and Article 20.

ARTICLE 2 ASSOCIATION AND TEACHER'S RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection that are not contrary to law. As a duly-

elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act, this contract or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any formal or informal grievance or complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Conversely, nothing herein shall require any teacher to be a member of, or participate in the activities of NEA, MEA, or the Association and the Association undertakes and agrees that it will not directly or indirectly interfere with any teacher in the performance of professional duties.

- B. The Association shall have the right, upon prior request to the building principal, to use school room(s) at all reasonable hours that do not interfere with regular or previously scheduled uses, provided that such requests shall be initiated by a member of the bargaining unit as defined in Article I of this Agreement.
- C. Authorized representatives of the Association including MEA and NEA representatives shall have the right to enter the school building, or buildings, during the school day. Provided that, prior to conducting business in the building, the representative shall inform the principal's office, and upon completion of such business, shall inform the principal's office. It is expressly understood that any Association representative shall not, during the course of any visit, interrupt or interfere with normal school operation nor take a teacher away from a duty station or interrupt the instructional activity. This does not apply to "E" below.
- D. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each building. All such communications shall be either official documents of the Association or be signed by the member of the Association originating the communication.
- E. The Board agrees to furnish access to the Association, all information concerning the financial resources of the District, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed, reasonable and constructive proposals on the behalf of teachers, provided that such requests are in writing stating the specific information desired and the reasons for requesting such information. This access will be granted during normal office hours or at such other times as may be mutually agreed upon. Further, the Association may examine any public records at the Board of Education office under the above conditions. The Association agrees to reimburse the Board for extra expenses involved in furnishing such information. Extra expenses shall be interpreted as materials and/or work in addition to furnishing normal access to existing records. It is also agreed that the Association may have access to such public records as may be necessary to process any grievance or complaint provided that the grievants or complainants have authorized, in writing, the Association to act on their behalf.
- F. Recognizing the desirability of public solidarity between the Board and the Association, the Board, through its designated representatives, will draw upon teachers' knowledge

concerning fiscal, budgetary or tax programs, construction programs and major revisions in educational policy.

- G. The teacher shall be entitled to full rights of citizenship and the Board agrees not to discriminate with respect to professional employment of such teacher because of exercising the rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the Board provided such private and personal life does not in any way interfere with the teacher's performance of duties for which he or she is employed.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression, sexual orientation, age, height, weight, disability citizenship status, veteran status, HIV antibody status, participation in a grievance or complaint whether formal or informal or any other factor irrelevant to his or her employment status or function. Membership in the association shall not be denied to any teacher because of race, creed, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression, sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, participation in a grievance or complaint whether formal or informal or any other factor irrelevant to his or her employment status or function.
- I. The Association may request that an item be placed on the Board agenda. The Superintendent will consider the request provided it is filed in the Superintendent's office no later than the Wednesday at 12:00 p.m. preceding the regular Monday meeting of the Board of Education. If the item is not to be considered by the Board at that meeting, the Superintendent will give the reasons for denial in writing to the Association officer making the original request.
- J. Nothing herein contained shall be construed to prevent any individual teacher from presenting a concern and having it adjusted without intervention of the Association if the adjustment does not violate the expressed terms of this Agreement.

ARTICLE 3 BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, but without limiting the generality of the foregoing, the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their duties;
 - 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; and
 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by 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 to the specific and express terms of this agreement, and then only to such extent as such specific and express terms hereof are in conformance with the Constitutions and laws of the State of Michigan and the United States.

ARTICLE 4 PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the teacher's salary and make the appropriate remittance for plans or programs such as credit union, savings bonds, United Fund, tax sheltered annuities, MEA auto insurance, Flexible Spending Account, or other such plans as are jointly approved by the Association and the Business Manager.
- B. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article, shall be reviewed with the employee by representatives of the Board and the Association. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- C. The Association agrees to hold the Board harmless from any liability incurred in implementing this Article.

ARTICLE 5 TEACHING HOURS

- A. The normal teaching or workday for members of the bargaining unit shall be as follows:
1. Senior High and Middle School
7:25 a.m. to 2:45 p.m. with a thirty (30) minute lunch period
 2. Elementary
Brick - 8:35 a.m. to 3:51 p.m. with a thirty-five (35) minute lunch
Model - 8:20 a.m. to 3:45 p.m. with a thirty-five (35) minute lunch
Lincoln Multi-Age at Bishop- 8:35 a.m. to 3:51p.m. with a thirty-five (35) minute lunch
Childs - 8:20 a.m. to 3:36 p.m. with a thirty-five (35) minute lunch

- B. For days designated for staff development, and for the Teacher Work Day at the beginning of the year, work hours will be 8:00 a.m. until 3:15 p.m. There will be one hour for lunch.
- C. Student class hours shall be as follows:

	Normal		Report a.m. only		Early Release Days		Lunch
	Start	End	Start	End	Start	End	
Childs	8:35 a.m.	3:26 p.m.	8:35 a.m.	11:26 a.m.	8:35 a.m.	1:11 p.m.	35 mins.
Model-a.m.	8:30 a.m.	11:30 a.m.			8:30 a.m.	1:06 p.m.	35 mins.
Model-p.m.	12:30 p.m.	3:30 p.m.					
Lincoln Multi-Age at Bishop	8:50 a.m.	3:41p.m.	8:50 a.m.	11:41 a.m.	8:50 a.m.	1:26 p.m.	35 mins.
Brick	8:50 a.m.	3:41 p.m.	8:50 a.m.	11:41 a.m.	8:50 a.m.	1:26 p.m.	35 mins.
Middle School	7:40 a.m.	2:36 p.m.	7:40 a.m.	10:36 a.m.	7:40 a.m.	12:23 p.m.	30 mins.
High School	7:40 a.m.	2:36 p.m.	7:40 a.m.	10:36 a.m.	7:40 a.m.	12:23 p.m.	30 mins.

Preschool program instructional time shall not exceed that of elementary teachers on an annual basis unless otherwise specified in any grant funded positions.

Provided, that in the event that quality blocks of daily preparation time for elementary teachers are eliminated, the lunch period for elementary teachers will revert to forty-five (45) minutes.

- D. It is expressly understood that the lunch period for teachers shall correspond with the lunch period for students and each teacher shall have a duty-free, uninterrupted lunch period.
- E. During scheduled working hours, teachers are expected to be at their duty stations or on school business.

Recess shall be considered a valuable part of the planned instructional day. Elementary teachers may include the option of a recess in their daily plan. Elementary teachers will supervise recess other than noon recess and supervise the loading of children onto the school buses at the close of the student day in accordance with a schedule mutually agreed upon between the staff and the building principal.

An effort will be made by the administration to minimize teacher responsibility to escort children to buses at the end of the instructional day.

- F. The Board will endeavor to schedule the dismissal of elementary students from the buses no earlier than ten (10) minutes prior to the start of the student day (fifteen (15) minutes for secondary students). Emergency or extenuating circumstances may cause an earlier student arrival time.

- G. The hours set forth above are to be followed without deviation except in the event of emergency or act of God. Either party may request that the hours set forth above be reopened for negotiations should financial difficulties necessitate a change.
- H. In regard to secondary teachers in the Senior High School, it is to be understood that the normal class day will have six (6) periods, or thirty (30) periods per week and each individual teacher shall have not more than five (5) teaching periods per day or twenty-five (25) teaching periods per week. Secondary specialists who have classroom responsibilities are to be considered as classroom teachers with the same class load. Librarians, counselors, elementary specialists, and elementary and middle school teachers shall have a scheduled preparation period as equal as possible in time as that guaranteed to high school teachers. Librarians, counselors, and middle school and elementary specialists shall develop their work day with their respective supervisors. Elementary specialists are to have a normal working day no longer than other elementary teachers, with a thirty-five (35) minute lunch. In order to address elementary concerns, elementary preparation time will be developed after consultation with interested building staff.
1. The administration agrees that it is important that elementary students be with their classroom teachers the first half day of school. Therefore elementary special teachers will not see students the first half-day.
 2. The elementary librarians will close their work station a week early in order to do inventory and collect outstanding books.
 3. The elementary art teachers will not teach the last day of school in order to clean their equipment, inventory their room, and do the added work necessary in order to run a quality program.
 4. The daily elementary special teacher's schedule will not be modified without the agreement of the special teacher involved.
 5. Any modification of the elementary special teacher's schedule will be discussed with the teachers involved in a timely fashion, and if necessary with the Association if determined by the affected teachers.

In order to address staff concerns, preparation time will be developed after consultation with interested building staff.

- I. Elementary and kindergarten teachers may use for preparation time all time during which their classes are receiving instruction from various teaching specialists except when the specialist reasonably requests their presence with that teacher's class. Any reduction in currently maintained specialist positions would be implemented only after consultation with the Association and in accordance with Article 20 of this agreement.

Further, the Board of Education will provide quality blocks of preparation time on a daily basis for elementary and kindergarten teachers.

- J. The Board reserves the right to assign a teacher, with that teacher's consent, to undertake additional teaching loads in excess of the normal teaching day, as above specified. Prior to the implementation of the above, the Association shall be notified and have the right to advise said teacher. The rate for teaching staff subbing on their planning period will be set at the "With Students" rate, as outlined in Appendix ___ for a prep period on a regular day of school and will be pro-rata on early release and half-days. If and when the Board finds it necessary to alter the normal teaching schedule to "split shift or twelve (12) month school," the Board shall confer with and call upon the expertise of the Association in making such decisions.

The Board shall pay to the teacher in addition to the normal daily rate, one sixth (1/6) of the daily rate of pay or a pro rata amount thereof for additional FTE above 1.0 for the course of the school year.

- K. Teachers shall be required to attend open houses/capsule nights and parent-teacher conferences, but attendance at P.T.O. meetings and other P.T.O. sponsored activities is to be voluntary. If an open house/capsule night is not scheduled at the high school, teachers will elect attendance at either honors convocation or commencement. At the high school only, no spring conferences will be held. High school teachers will attend the Parent Information Night and will be able to elect attendance at either honors convocation or commencement, if an open house/capsule night is not scheduled, provided that teachers stay for the duration of the event. If an open house/capsule night is not scheduled at the middle school, teachers will elect attendance at either the fall school picnic or their grade level honors night. In addition to these meetings, the teachers shall also be required to attend after school meetings, as outlined in Section T of this Article. On days where professional learning community meetings are held, such meetings should start no later than five minutes after the end of the normal contractual time. Staff meetings should be used to share information about what is happening in the building, district, and upcoming events. If there is no need to meet, the staff meeting should not be held. In cases of absolute necessity an administrator may request an additional meeting. Staff meetings would last no longer than one (1) hour and staff is not expected to stay longer than the additional one hour required on dates with scheduled staff meetings than normal contractual time. The Board agrees, when possible, to provide a forty-eight (48) hour notification prior to staff meetings.

1. If staff meeting time is used as Professional Development (PD) it must count towards the required PD time that the district provides. If more than 30 hours of professional development time is provided, staff may choose to attend or not attend the professional development over 30 hours, unless otherwise required by law.

- L. If the district returns to a.m. and p.m. kindergarten, in keeping with past practice and the Board's recognition of the kindergarten teachers' double load, the kindergarten teachers shall be given two (2) additional half days prior to the midyear work day and final records day.
- M. Any professional staff required to participate in IEPT meetings held outside the normal work day (including recess, lunch, and/or preparation periods) shall be compensated for the time spent in these meetings. Compensation will be based on the hourly rate for substitute

teachers. The minimum compensation will be for 1/2 hour, up to a maximum of 2 hours. Professional staff will be required to attend no more than two meetings per week scheduled outside of the normal work day.

- N. Should the Channel One program currently in place be removed for any reason, the currently designated time period will revert to its original use as instructional time.
- O. Due to the change to the middle school concept, the parties agree to discuss concerns regarding the middle school program (grades 6-8) as they arise.
- P. The parties agree that on the first teachers report day, members will participate in building level staff meetings and the welcome back breakfast hosted by Central Office. The building level staff meeting shall last no longer than 90 minutes in order to give teachers adequate time to work in their rooms. No additional duties will be assigned for this day unless otherwise mutually agreed.
- Q. For each day they provide service, teachers who provide homebound services will be compensated for the required amount of time they must see the student plus an additional 30 minutes for travel and preparation time. Mileage will also be compensated. The Board shall pay to the teacher in addition to the normal daily rate, one-sixth (1/6) of the daily rate of pay for each additional hour or a pro-rata amount thereof for each portion of an hour. The daily rate shall be computed by dividing the teacher's annual salary by the number of teaching days in the agreed upon calendar.
- R. Both parties understand the importance of a consistent schedule in the educational lives of students. Instructional staff with less 1.0 FTE will work with the building administrator(s) to determine an effective schedule. In the event a schedule cannot be mutually agreed upon, the executive director for human resources will make the final determination after consultation with association leadership.
- S. No staff meetings may be held on scheduled Teacher Report Days without the express consent of the Lincoln Education Association.
- T. No district wide or building level meetings shall be scheduled during the first or second semester final exam half days. No meetings will be scheduled during the following: the week of Parent-Teacher Conferences (Fall and Spring) and the week of Thanksgiving. In addition, there will be an additional 4 Wednesdays where no meetings can take place that will be agreed upon by the District Administration and the LEA. This will leave the District with 29 weekly meetings during the year to administer the various types of meetings needed.

ARTICLE 6 JOB SHARING

- A. A maximum of ten (10) full-time positions for the purpose of job sharing may be made available:
 - 1. at the discretion of the Board;

2. upon recommendation of the Superintendent or designee;
 3. with the approval of the building principals in whose buildings shared positions will be located;
 4. within the allocated staff positions for the current school year; and
 5. on a purely voluntary basis.
- B. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being approximately half-time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Superintendent or designee.
- C. The Board may approve shared positions to a maximum of ten (10) for the current school year dependent upon the following:
1. The teacher parties not filing for unemployment benefits while employed in a shared position of a voluntary nature. Failure to comply with this provision will result in assigning the teacher as a substitute to provide for full employment.
 2. When a shared position is terminated, each partner will return to full employment only in accordance with Article 20 or Article 24 as appropriate.
 3. The ability of the district to create a shared position without rescheduling large number of students. In lower elementary positions or in self-contained classrooms, shared time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.
 4. Teacher partners having joint responsibility for the same students will substitute up to a maximum of three (3) days, which need not be consecutive. In no event shall either partner be obligated to the other for more than three (3) days.
 5. The teacher partners having taught at Lincoln Consolidated Schools a minimum of two years with satisfactory evaluations.
 6. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same student. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
 7. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
 8. No teacher in the district shall be involuntarily transferred in order to create shared time positions.

9. Job sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if the Board decides to eliminate one or all of the job sharing assignments. Early termination of any previously approved job sharing shall be by mutual agreement of building administrators and/or the teachers involved. In the event a layoff becomes necessary which affects a teacher involved in a job sharing position, the position may be terminated.

D. Shared time positions will be compensated as follows:

1. Teaching salary will be pro-rata to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as the teacher would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed. In no case will computed salary and benefits equal more than the whole entitlement of the most senior teacher in the shared position.
2. Sick and personal leave will be pro-rata according to the fraction of the position for which the person is employed.

The teacher partners will jointly decide how to divide the fringe benefit package. The cost to the district for the fringe benefit package shall not exceed the prorated cost of full family benefits for a full-time employee. Any additional costs will be the responsibility of the teacher partners.

E. Prior to the end of the school year, an evaluation of the job sharing position will be conducted by all parties involved.

F. All staff meetings shall be attended on an alternate basis, the procedure to be mutually agreed upon between teachers participating in the job sharing program and the administration. Other professional commitments, parent meetings and in-services shall be attended as part of each teacher's regular duties with no extra compensation.

G. A parent-teacher conference must be approved by the building principal prior to conference scheduling.

H. Half-time is defined as: three (3) consecutive teaching periods at the High School and half (1/2) the student day at the Elementary and Middle Schools.

ARTICLE 7 SPECIAL STUDENT PROGRAM

A. If a teacher suspects that a possibly handicapped student is assigned to his/her classroom, the teacher needs to refer that child to the building administrator. The referral shall then be forwarded through a procedure determined by the administration. Regular education teachers will be involved or advised prior to class assignment. After evaluations have been completed, the administration shall commence an Individualized Education Planning Team (IEPT) meeting for such child to consider the problems of the classroom teacher and possible options in the child's programming. The classroom teacher of a special needs student with an IEP, if known, shall participate in the IEP Team deliberations and meetings

as required by law, and both special and regular education teachers may offer suggestions relative to placement. The administration shall take into account input from the regular education teacher when determining revisions, or need for revisions, in the child's IEP. The co-teaching model in special education can be a desirable choice in meeting the multiple challenges of special needs students within the regular classroom environment, certain conditions must be met before it can be expected to work:

1. Availability and flexibility of the special education teaching staff in respect to fulfilling requirements for caseload and BC/TC requirements for students being served.
 2. Known number of students eligible to receive support services.
 3. Plans developed to include the use of existing resources, i.e., teachers and paraprofessionals to their maximum benefit.
- B. The parties will cooperate to ensure that the psychological testing and social worker programs meet the needs of special students in the community.
- C. Problems regarding the special student program, to include but not be limited to, student/counselor ratio and employment of additional special education personnel shall be referred to the Director of Human Resources, Director of Special Education, and the LEA President. The directors and president shall schedule a meeting to include necessary members to address the issue.
- D. In accordance with law, the Administration shall designate the appropriate teacher(s) to attend and participate in the meeting of an Individual Education Planning Team (IEPT) which may initially place (or continue the placement of) a student in a regular educational classroom. Any teacher not so designated, but who has said student in a class taught by such teacher, may request to attend such meeting provided however, that 1) such attendance shall be without compensation or compensatory time under Article 5.M. and 2) such teacher(s) shall not be entitled to release time during the school day unless explicitly approved by their building principal. All building principals shall ensure that such non-attending teachers offer written input to the principal prior to such IEPT.
- E. Any teacher who in good faith believes that the current IEP for a particular student assigned to such teacher is not meeting the student's unique needs may communicate such concerns to their building principal orally or in writing.
- F. There is recognition that identifying special needs students grades K-2 is difficult due to developmental stages, time to gather appropriate and accurate documentation, and our Response to Intervention requirements. To aid in this process, the district will attempt to provide supplementary support to the general education classroom if grant funding is available.
- G. If a teacher with a student who is medically fragile or has special healthcare needs or requires hygienic function assistance or who has a history of emotional or violent physical outbursts is having difficulty with the absence of a second adult, and the matter is not being resolved satisfactorily at the building level, the teacher may request a meeting with the

principal, a representative from central office, and a representative from the association in an attempt to solve the problem.

- H. To ensure that students Individualized Education Plans are being met, special education teachers involved in co-teaching will have substitutes provided in their absences. If pulled for school business or training purposes, a substitute will be provided.
- I. Lincoln Consolidated Schools will follow Michigan Administrative Rules for Special Education (MARSE) and federal special education law.

Social Work caseloads will be capped at 75 students. Occupational Therapists (OT) will be capped at 75 students. Teacher Consultant (TC), Resource Room, and Speech Therapist case limits will be established per MARSE and federal education law.

- 1. Should any caseloads rise above the legal limit or be projected to rise above the limit in MARSE and federal law or the limits in Article 7, the district will immediately meet with the Lincoln Education Association to develop a solution. Until a solution is in effect, the district shall compensate the affected teacher as follows:
 - a. Beginning with the first day after October student count day: \$2.00 per student per school day over caseload limits.

- K. All elementary and secondary buildings will have a Building Level Teacher Consultant (BLTC). The BLTC shall perform the functions of the department chair at the high school and the equivalent role at the middle school and elementary level. All BLTC's will receive Schedule B payment for department heads. The BLTC will be a Teacher Consultant with a caseload as described in special education law R.340.1749. The BLTC caseload will be eighty percent (80%) of the maximum students allowed under special education law R 340.1749.

The BLTC has the following responsibilities:

- 1. Caseload of eighty percent (80%) of the maximum students allowed under special education law R. 3480.1749.
- 2. Initial IEP's and evaluations
- 3. Transfer student paperwork
- 4. Testing Center at the high school
- 5. Special Education Test Coordinator for MSTEP, PSAT/SAT/Work Keys and help facilitate MI-Access Testing
- 6. Paraprofessional schedules
- 7. Caseload assignment for the building
- 8. Consult with Special Education teachers and staff
- 9. Consultation with Special Education Office and Building Administrator
- 10. Consultation with outside professionals
- 11. Attendance at meetings
- 12. Compliance meetings with Special Education Director
- 13. Technology Distribution
- 14. Special Education files and distribution
- 15. Chair Department meetings or their equivalent

16. Other duties as assigned

Model Early Childhood Center will have a Building Level Teacher Consultant (BLTC). The BLTC shall perform the functions of the department chair at the high school and the equivalent role at the middle school and elementary level. All BLTC's will receive Schedule B payment for department heads. The BLTC caseload will be eighty percent (80%) of the maximum students allowed under special education law based on the certification of the person holding the BLTC position.

The BLTC has the following responsibilities:

1. Caseload of eighty percent (80%) of the maximum students allowed under special education law R. 3480.1749 twenty-three (23) students maximum
2. Initial IEP's and evaluations
3. Transfer student paperwork
4. Paraprofessional schedules
5. Caseload assignment for the building
6. Consult with Special Education teachers and staff
7. Consultation with Special Education Office and Building Administrator
8. Consultation with outside professionals
9. Attendance at meetings
10. Compliance meetings with Special Education Director
11. Technology Distribution
12. Special Education files and distribution
13. Chair Department meetings or their equivalent
14. Other duties as assigned

ARTICLE 8 TEACHING CONDITIONS

The parties recognize that optimum school facilities for both students and teachers are desirable to ensure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

- A. Both parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Likewise, both parties recognize that certain limitations exist given present facilities. Therefore, in an attempt to address the existing situation, the parties agree that teacher-aide assistance shall be provided to the professional staff, whenever at least a half-time position can be created. The parties further agree that the Administration, in conjunction with counselors, shall make a good faith attempt to balance classes with equitable distribution across the grade level among affected teachers at the beginning of the school year and at each card marking. If requested by the Association, reasonable documentation will be provided that shows that classes are balanced.

In determining annual assignments for secondary teachers, the Administration agrees to minimize excessive and unnecessary disparities in the number of teaching preparations between core academic teachers within a single department by paying fifty dollars (\$50.00) per marking period for every additional preparation hour over two (2).

1. It is the goal of both parties to endeavor to attain in the young fives and kindergarten class size of twenty (20). The affected teacher will receive compensation of four dollars (\$4.00) per day for each student above twenty-five (25).
2. It is the goal of both parties to endeavor to attain a first grade class size of twenty-five (25). The affected teacher will receive compensation of four dollars (\$4.00) per day for each student above twenty-seven (27).
3. It is the goal of both parties to endeavor to attain in the second through fifth grades a class size of twenty-eight (28). The affected teacher will receive compensation of four dollars (\$4.00) per day for each student above twenty-eight (28).

When class numbers for elementary and kindergarten specials (except media) exceed the goal of thirty (30), The affected teacher will receive compensation of four dollars (\$4.00) per day for each student above thirty (30). The payment calculation shall not begin to accrue until the first day after the state count day, providing the state count day occurs in October. Otherwise, determination will occur the Monday of the first week of October. Pay will be calculated and paid at the end of each semester.

In the event a media specialist is not provided a media aide, the specialist will be compensated at the rate of one dollar (\$1) per day for additional students for each day the numbers enrolled and in attendance in a class (not to include open library) exceeds thirty (30) students.

For purposes of this Article, "in attendance" shall mean that the student has appeared as a student in the classroom and is on the current class roster daily.

The student count date to determine the need for classroom aides will be the first day after the state count day, providing the state count day occurs in October. Otherwise, determination will occur the Monday of the first week of October. By Thursday of that week, aides will be placed in classrooms which qualify.

For succeeding marking periods the classroom count will be taken on the Monday preceding the marking period and the aides will be in place on the first day of the marking period.

The District will provide to all staff at the beginning of each semester a tracking form for overages. This form will be designed by the district and the LEA. This form will be submitted at the end of each semester for compensation.

4. All split classes must maintain a class size of two (2) less than the goal class size for Kindergarten through fifth grade. In the event that the split occurs between two grades with different class size goals, the lower class size will be used. It is understood that multi-age model is not the same as a split class. All additional students will be placed in the respective single grade taught classrooms.

The district will pay a stipend of \$1,000.00 to any elementary teacher assigned a split class, or any multiage teacher assigned to three grade levels.

5. It is the goal of both parties, at the secondary level, that the combined total of students assigned to a teacher not exceeds one hundred fifty (150) per day.
 - a. No more than thirty-three (33) students shall be placed in a class, including health, without consent of the teacher. This language shall not apply to the curriculum areas of physical education, instrumental music, vocal music, and study hall.
 - b. It is the goal of both parties that the number of students admitted to a class shall not exceed the number of work stations available. In no case shall the number of students admitted to a class exceed the number of work stations, by more than two (2), without consent of the teacher.
 - c. If the total size exceeds one hundred fifty (150) students per day or an individual class exceeds thirty-three (33) students, the affected teacher will be compensated at the rate of two dollars (\$2.00) per day for each student over thirty-three/one hundred fifty (33/150) for each day the class exceeds 33/150 students. This payment will be made for students who are enrolled and in attendance in the class the day after the state count day, providing the state count day occurs in October. Otherwise, determination will occur the Monday of the first week of October. Payment will be made to the teacher at the end of each semester. Middle School home-based students and High School Advisory students will be excluded from the one hundred fifty (150) students per day calculations, unless at any point the planning and preparation is not completed by an advisory content/curriculum planning group.

The limit of 150 students per day shall not apply to the curriculum areas of physical education, instrumental music, vocal music, and study hall.

A physical education class that exceeds forty (40) students will have a classroom aide added for that class. When middle school vocal music classes exceed 150 students per day, a full time accompanist will be provided to the vocal music teacher.

It is the goal of both parties that the advanced placement writing and research classes not exceed an average of twenty-four (24) students.

6. It is expressly understood that no teacher shall be required to accept the services of an aide unless an IEP requires that an aide be in attendance to service the needs of a student.
- B. The Board recognizes that appropriate text, library reference facilities, maps and globes, laboratory equipment, audio/visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession; further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contributions of minority groups to the

historic, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees at all times to keep the schools reasonably equipped and maintained.

- C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide professional reference libraries and include therein texts which are reasonably requested.
- D. The Board agrees to make available and provide maintenance for adequate teacher computer work stations, network space, printers, copiers, and related equipment for staff use at each building.
- E. The Board shall provide:
 - 1. A separate desk for each teacher in the district with a lockable drawer space or sufficient lockable filing space.
 - 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
 - 3. Copies, exclusively for each teacher's use, of all texts used in each of the courses s/he is to teach. There will be a teacher's edition when available.
 - 4. Adequate instructional materials and storage space for them.
 - 5. Access to all relevant curriculum materials.
 - 6. Adequate instructional board space shall be provided in each classroom.
 - 7. When a written request is submitted to the building principal and approved by the administration, uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers shall be provided and/or maintained.
- F. The administrative staff in each building shall identify as early as possible those personnel in the building with first aid training and make available to all staff a roster of those so identified. In the event it is determined that no staff exists in the building with such training, the Association and the Board will cooperate in expediting the provision of training to interested staff members. The parties also agree to cooperate in assuring that the equipment necessary to ensure proper first aid treatment is available in every building. No teacher of record will be held legally responsible for the failure of building personnel to respond in case of an emergency.
- G. The Board, recognizing the desirability of relieving teachers of clerical, cafeteria and other non-teaching duties, agrees to engage sufficient clerical help and aides in the high school, middle school, and elementary schools, when possible.

- H. Teachers shall not be required to drive a school bus as part of their regular assignment.
- I. The Board shall make available in each school adequate lunch room, rest room and lavatory facilities for employee use except where facilities do not now exist in buildings presently in use, and at least one (1) room reasonably furnished, which shall be reserved for use as a lounge. Provisions for such facilities will be made in all future buildings.
- J. Upon the request of the Association, vending machines shall be installed in the lounges and dining rooms. The Association shall administer the machines and shall be responsible for all profits and losses.
- K. Adequate off-street parking facilities shall be provided and properly maintained and identified exclusively for teacher use.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety as defined by MIOSHA. A current copy of MIOSHA Statute shall be available in each building of the district.
- M. The Board shall provide a phone in each teacher's lounge in each school building.
- N. All teachers shall be informed of the status of their written budget or program requests submitted to the building principals. They shall be informed what items have been ordered; what items are being held for further consideration; and what items have been denied along with the reasons for denial.
- O. Teachers shall not be required to change diapers or administer injections, do tracheotomy suctioning, clean intermittent catheterization or do tube feeding for students except in emergency situations.
- P. The classroom teacher shall determine whether a student passes or fails a class. The parties agree that the evaluation of student performance, grades and promotion, is the responsibility of the professional staff within the bargaining unit, since such individuals have firsthand knowledge of the student's skills, abilities, and achievements. The grade given to a pupil by a teacher shall not be changed unless the teacher agrees to the change or a majority of a Review Panel approves the grade change.

If a parent or student appeals a grade, it must be made within thirty (30) days after the grade was issued to the student. Only marking period, semester, or final grades may be appealed. The burden of proof shall be on the party requesting the change.

The decision regarding the promotion or retention of an elementary child shall be the joint responsibility of teacher and principal. In the event the teacher and principal of the elementary student do not agree on promotion or retention of the elementary student, then it shall be decided by the Review Panel.

The Review Panel shall consist of three (3) bargaining unit members, selected by the Association, and two (2) administrators, selected by the district. The decision of the Review Panel is final.

- Q. The district will be providing for teachers Network (electronic mail and electronic bulletin board) and internet access, hereinafter referred to as network, for educational purposes. As such this access will (1) assist in the collaboration and exchange of information (2) increase productivity, efficiency, and effectiveness of teachers, and (3) enhance information gathering and communication skills. The intent of this agreement is to ensure that the district has a reliable, safe and effective communication network available at all times. In recognition of the complexity of the district computer network system, and the necessity of each teacher to have access to the system, we agree that:
1. Each teacher will be responsible for policing his/her own actions by using the system for appropriate uses only.
 2. The district will provide training opportunities in the use and application of available district technology and may require demonstrated proficiency, prior to authorize use.
 3. The district network resources are intended for the exclusive use of registered users of the district.
 4. The teacher is responsible for the use of his/her account/password and/or access privilege.
 5. Each teacher will be responsible for making an effort to monitor the actions of students in the appropriate use of technology.
- R. Middle school and high school teachers will complete progress reports and report cards according to the end date of scheduled marking periods and grading periods. High school and middle school staff will have a two additional district business days after the end of the grading period to import data. Grades may be captured as early as the second district business day after the end of the card marking at 11:59 p.m. at the secondary level.
- S. Elementary teachers will report to parents three (3) times a year, the first two (2) in conjunction with parent/teacher conferences and the final report date in June. Working with the school improvement teams, building staff will develop guidelines for communicating to parents all student performance on district or state mandated standardized tests. Elementary specialists will report to parents twice (2) yearly coinciding with the last two (2) elementary reporting cycles. Elementary staff will have five (5) school days after the end of the marking period to import data. Data must be uploaded by midnight of the fifth school day after the end of the marking period.
- T. In order to comply with a provision inherent in Title One, opportunities will be offered for extended day learning for qualified students. These extended day opportunities will be collectively agreed upon at individual buildings, with qualified Title One staff volunteering for the resulting change in a work day schedule. No Lincoln Education Association member will be mandated to accept this change in work day hours. If more than one LEA member volunteers for a shift, the decision will be made by the building principal. No other terms or conditions contained in the Lincoln Education Association collective bargaining agreement will be impacted. Schedules for elementary extended hours would be 7:35-3:00 and 9:35-5:00. At the middle school and high school extended hours would be 6:25-1:50 and 8:35-3:50.

ARTICLE 9
PROFESSIONAL ASSIGNMENTS

- A. The district will endeavor to give teachers their tentative assignments on the first school day in June, but no later than the last day of school. In the event that changes in such schedule are proposed, all teachers affected shall be notified promptly and consulted. Changes shall only be made when necessary. The secondary administration shall communicate with staff regarding the criteria used in the scheduling process.
- B. Any assignments except student teaching assignments consistent with the terms of this Agreement, in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the teachers. In making such above-listed assignments, the Board will give first consideration to present employees where their qualifications are equal to those of other candidates. It is understood that these are annual and not continuing assignments and that no tenure in position shall accrue by virtue of previous assignment. Teachers denied a Schedule B assignment will be given the reasons for denial. The reasons for failure to employ a teacher in a Schedule B assignment will be given in writing if requested by the teacher. If teachers are to be evaluated for Schedule B assignments, the form for such evaluation will be discussed with the Association and teacher prior to use. Schedule B contracts for the next school year will be distributed to teachers by June 1.
- C. Mentor Teachers
1. Recognizing the special needs of probationary teachers in becoming oriented to the teaching profession and to the School District, and to improve the quality of instruction, the School District commits to establishing a mentor teacher program. The duties of mentor teachers shall include, but are not limited to, assisting, observing and counseling the probationary teacher for the purpose of acclimating the probationary teacher to the teaching profession and to the District.
 2. The Board reserves the right to appoint persons to serve as master or mentor teachers for all purposes for which such persons are required by law. Such individuals will be selected from the District's mentor pool applications. Appointments shall be for one year. If consensus is not met, the matter will be referred to the Director for Human Resources, with input from the Association.
 3. Minimum requirements for mentor teaching positions shall include five (5) years of successful teaching within the Lincoln Consolidated Schools; a Master's degree; proven leadership abilities in district committees, professional learning communities or community involvement, and familiarity with current educational philosophies of instruction or as co-determined by the LEA and building Principal(s).
 4. The compensation rate for mentor teachers shall be thirty dollars (\$30.00) per hour. Mentors may be required to participate in new teacher orientation for up to three days.

5. No member of the bargaining unit shall be involuntarily assigned to serve as a mentor teacher.
6. Any member of the bargaining unit that is appointed as a mentor teacher shall be provided with release time if necessary for training as a mentor and may be scheduled during their regular duty hours.

D. Department Chairs/Curriculum & Instructional Leaders

1. The high school will have a department chair for each of the following departments: Language Arts, Science, Social Studies, Math, Special Education, World Languages, and other electives. Special Education Department Chair includes transition from eighth grade into high school only.
2. The middle school will have a department chair for each of the following departments: Language Arts, Science, Social Studies, and Math.
3. The teachers in each department shall, six weeks prior to the end of the school year, recommend 2-3 persons to the building principals as potential department chairs or declare the department without a chair for the year. Those teachers nominated for department chair shall be teaching a majority of their assignment in the department. The building principal shall select from among the recommendations prior to the beginning of the next school year.
4. The department chair shall provide leadership and coordinate departmental activities including curricular review and instructional improvement. The department chair shall serve as an instructional liaison between the teachers of the department and the school administration. The position of department chair will not be considered a supervisory position.
5. If administration finds it necessary to establish department chairs/curriculum & instructional leaders at the middle school or elementary level, the Association will be consulted to determine protocol. Until that determination curricular or procedural decisions will be made with input from the entire department/grade level.
6. Duties and Responsibilities:
 - a. Participate on curriculum sub-committees that develop new curriculum and adopt textbook and curriculum materials.
 - b. Be responsible for preparing departmental budget in the Spring of each year with input from members of the department.
 - c. Assist in the aligning of the curriculum in their subject area.
 - d. Serve as spokesperson for the department at faculty meetings.
 - e. Encourage teachers to work toward continuity in K-12 objectives.

- f. Chair scheduled department meetings.
- g. Share professional information with department members.
- h. Act as liaison for area resources.
- i. If they desire, the department chair must be included on the interview committee for members of the department or they will meet and confer with the building principal as to who will serve as an alternate representative.
- j. In the instance that more than one co-chair or co-department head are sharing the same responsibilities, the schedule B payment will be split.

E. Teacher Notification

1. No teacher shall be laid off except in cases mandated by state and federal law or out of necessary reduction in personnel. Advance written notice of the necessary reduction shall be given to the Association in writing. Each teacher who is to be laid off shall be given ten (10) days written notice.
2. Any bargaining unit member who has been laid off in cases of necessary reduction in personnel shall be considered to be in a continuous state of layoff until such time as that member resigns, refuses a proper recall to a position in the district, or is reinstated, however no employee shall remain on the layoff list for a period longer than five (5) years at which time they shall lose all recall rights. Teachers will be notified by registered letter no less than six weeks before they are to be removed from the recall list.

**ARTICLE 10
VACANCIES, PROMOTIONS, AND TRANSFERS**

The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement and furthermore, are explicitly exempt from the provisions of the amended Teachers' Tenure Act and/or Revised School Code provisions of Michigan Public Act 336 of 1947, as amended:

- A. A vacancy shall be defined as any position, either newly created, restored, or a present position, administrative or teaching, that is not filled but which the Board intends to fill. This vacancy will be posted at each school building on the bulletin boards where notices to teachers are usually posted and posted on the Lincoln web page. A notice of any vacancy in any position at Lincoln consolidated school will be emailed to the teachers.

During the summer months when regular school is not in session, the Board will post all vacancies, as described above, in the Personnel Office. In addition, a copy of the posted vacancy shall be forwarded to the Association President. Bargaining unit members should check the Lincoln Web page, for current postings.

- B. Teachers will be expected to file a letter of interest for any openings and complete the internal application on frontline education. The teacher will be interviewed and/or contacted

regarding their status in relation to positions for which they have applied. Transfer, for the purposes of this Agreement, shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit.

- C. If a teacher requests, a building administrator, within his/her own building, may reassign a teacher to a position for which they are certified and qualified, before a vacancy is posted. A teacher may have a request on file with central office, appropriate building administrators and department heads their desire to seek a transfer. This request must be renewed annually. If a request is on file, the teacher must be notified of applicable vacancies in a timely manner by their building administrator or central office.

At the high school, departments shall make recommendations for teaching assignments within the department, based on certification, qualifications, requests of members and contract language. If administration finds it necessary to not honor the recommendation of the department, it will be discussed with the Association.

- D. Teachers shall not be denied a new assignment or transfer during the school year purely because it may cause disruption to affected programs and students. Instead teachers will be given normal consideration. If a teacher is selected a date for the start of the new assignment or transfer shall be determined by the Superintendent and the Association and the teacher shall be reassigned/transferred at that time.
- E. The Board agrees that involuntary transfers will be minimized by avoiding involuntary transfers unless such a transfer is deemed educationally necessary or in the best interest of students. Ten (10) days prior to the effectuation of any involuntary transfer, the Board shall provide the affected bargaining unit member and the Association with reasons for the transfer. The administration will confer with the Association regarding transfers when a new building is opened or grade levels of a building are reconfigured. Whether looking at the entire teaching staff, or a subset of the staff, seniority will always be determined by the established seniority list for the WCEA at Lincoln Consolidated Schools. All transfers will be based upon a teacher's certification and qualification for the vacant position.
- F. When sections of a grade are moved to another building, and there are no volunteers to move, the least senior teachers, according to the district seniority list, teaching in that grade in that building will make the move. If sections of a grade are being eliminated or moved to another building, displaced teachers will be reassigned before vacancies are posted. Also, displaced teachers will be placed within their grade level as a first consideration. This language will be followed, when possible, for elective area and special education teachers.

The following steps will be followed:

1. Volunteers will be solicited to transfer.
2. If the volunteers are from that same grade level and same building, then they will transfer to a vacant position in that same grade level in a building of their choice where the vacancy exists. If there are more volunteers than are needed, then the administration will select from the volunteers. The selection process may include an interview.

3. If there are not enough volunteers (or if displaced teachers are not selected for a vacancy of their choice) and displaced teachers remain in that grade and building, then those displaced teachers will be given a choice of moving to another building where there are vacancies in any grade or remaining in their current building in another grade. If more than one teacher wants a position, then administration will select which of those teachers will transfer. The selection process may include an interview. If displaced teachers request to remain in their current building, then volunteers to transfer will be solicited from other grades in that same building.
 4. If there are no volunteers, then the displaced teacher will be asked to choose from current vacancies in any grade in any building. If more than one displaced teacher chooses the same position, seniority will determine the selection.
 5. A displaced teacher who has ten or more years seniority and s/he is the least senior, according to the district seniority list, s/he may displace the least senior teacher in the same grade in the district or the least senior teacher in their current building.
 6. When a new building is opened, if a teacher with more seniority than the person that the above process identifies as eligible to transfer would like to transfer, he/she will be considered for a position in the new building.
- G. Before any voluntary transfers or assignments are honored, an involuntarily transferred teacher will be given priority for the first three years of the involuntary transfer, upon written request to central office, for return to his/her former position, if available, or priority for reassignments in a building, or program or grade level as identified by the teacher's written request. This priority is in effect until an offer consistent with the teacher's annual written request is made and will be provided by the LEA to central office.

ARTICLE 11 ILLNESS OR DISABILITY

- A. At the beginning of each school year, each teacher with zero (0) through four (4) years of experience at Lincoln shall be credited with a ten (10) day sick leave allowance. If the individual teacher has taught at Lincoln for five (5) or more years, the teacher shall receive a twelve (12) day sick leave allowance. Teachers rendering part-time service shall receive sick leave in proportion to their time worked. Such allowance is to be used for absences caused by illness or physical disability of the teacher. For the period the district provides Long Term Disability Insurance the unused portion of such allowance shall accumulate from year to year with a total amount not to exceed ninety (90) days. Employees who have accrued more than ninety (90) days as of the date of June 30, 2014, will be allowed to keep all such days. A member at the end of any fiscal year with totals of more than ninety (90) days, including any personal days as agreed to in Article 24.B.1, has the option to sell the days back to the district at a value of sixty (\$60.00) dollars per day. No more than 15 days per year may be sold back during the annual buy back. Any request to sell days to the district must be done by June 30 of the current fiscal year. In the event a teacher leaves the employ of the Board before the end of the school year, that teacher's sick leave for that year shall be computed at the rate of one (1) day per month for zero (0) through four (4) years' experience or one and two tenths (1.2) days per month for five (5) or more years'

experience. Any negative balances will be deducted from the member's final paycheck. In the absence of applicable leave credit, payroll deductions for the time lost shall be made for the work period in which the absence occurred. Sick leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability:

A teacher may use all or any portion of accumulated sick leave to recover from illness or disability. In the event a teacher is absent more than three (3) consecutive days, a certificate of illness from a duly licensed medical, osteopathic or chiropractic practitioner may be required in order that these days be counted as sick days.

2. Illness in the Immediate Family:

The teacher may use accumulated sick leave for illness in the family. In the event a teacher is absent more than three (3) consecutive days, a certificate of illness from a duly licensed medical, osteopathic, chiropractic practitioner, physical therapist, dentist, psychiatrist or psychologist may be required in order that these days be counted as sick days. The certificate of illness is due to the Human Resources Department upon the teachers return to work.

Immediate family member shall be defined as spouse, children, stepchildren, mother, father, brother sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other relative or non-relative living and residing in the employee's household.

3. Funeral or Death:

A teacher may charge sick leave with no more than five (5) consecutive days for funeral or death in the immediate family as defined above. More days may be granted at the discretion of administration. Up to five (5) days may be provided for funeral or death of any other person whose relationship to the teacher warrants such attention with the approval of the Superintendent or designee.

4. Medical or Nursing Care:

The teacher may use accumulated sick days to make arrangements for a member of the immediate family.

5. When a teacher chooses to use accrued sick leave in conjunction with a pregnancy or adoption, said pregnancy or adoption shall be treated like any other illness or disability to the extent required by law. Additional leave, without pay, is available to teachers in Article 11, Section D. Paternity leave will be treated the same as maternity leave.

6. Additional days may be utilized for the above reasons on the approval of the Superintendent.

- B. In the event a teacher received benefits under the Worker's Compensation Act due to injury during the course of employment, accumulated sick leave days may be used to supplement the award until exhausted, but not in such a manner as to exceed the normal daily rate of pay. In no event shall a teacher's sick leave account be charged more than the exact portion of the day used to supplement the award. Should this supplemental pay be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.
- C. In the event of an absence due to personal, critical, or emergency illness, teachers will be required to make proper notification not later than 7:00 a.m. for grades K-5, and 6:00 a.m. for grades 6-12 of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do. In order to receive payment for the day of absence without proper notification at the time herein above specified, it will be necessary for the teachers to file with the Human Resources Department a written statement concerning the reasons for failure to notify. Notification for leave for a funeral or a death of a person is expected as soon as practicable to the Superintendent or the building principal.
- D. 1. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave, shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year. Any such leave may be renewed each year upon written request of the teacher, within the discretion of the Board.
2. In the event an employee is absent because of illness or injury and has exhausted accrued sick leave, the insurance provision as provided in this contract shall be continued for up to 90 days until the Long Term Disability provided by the negotiated consortium agreement takes effect. If at any time the district no longer pays for Long Term Disability those employees having ten (10) or more years of service, shall be eligible for health insurance coverage only for an additional total of twelve (12) months. Additionally any cap on accruing sick days will be removed.
- E. A teacher's sick leave allowance shall be charged accordingly in any situation defined in this Article.
- F. A teacher shall not have sick leave days deducted if after calling in sick, school is subsequently closed, i.e., act of God days.
- G. A teacher may be required to present evidence of illness or other circumstances defined in this Article for absence immediately preceding or following a vacation or holiday period for these days to be counted as sick leave. A teacher may be required to present evidence of illness or other circumstances defined in this article for absence on the second consecutive professional development day for these days to be counted as sick leave. In determining second consecutive professional development day, absences from the previous year will be included. Such reasons, depending upon their validity may be approved or disapproved.

- H. The Board agrees to provide written notification to each teacher at the beginning of the year as to the status of that teacher's sick leave allowance accumulation.
- I. If at such time the Washtenaw County Consortium decides to pursue Long Term Disability benefits, the Lincoln Education Association and the Lincoln Consolidated Schools will meet to discuss the possibility of capping the number of leave days members may accrue at 180 leave days.
- J. In order to provide continuity within the classroom between teacher and pupils, a teacher shall notify the Superintendent's office in writing of inevitable disabilities (e.g., scheduled surgical or medical incapacitation, etc.) as soon as such disability is known to the teacher. The administration will treat such notification on a confidential basis. Immediately after such notification, the teacher shall furnish a physician's medical certificate attesting to:
 - 1. The teacher's ability to continue to perform the duties normally required.
 - 2. That the continuation of such duties will not present a health or safety hazard to the teacher, any unusual risk to an unborn child, or any other individual that the teacher might normally be associated with in the performance of normal duties.
 - 3. The date when performance of duty should cease. The beginning and ending of such disabilities shall be scheduled to conform as nearly as possible with the beginning and ending of periods, semesters or natural breaks in the school year. In cases of extended absence, the replacement will be brought in prior to the beginning of the leave for an adequate amount of time to provide for orderly transition and to maintain curriculum continuity. The administration will consult with the teacher to determine the appropriate time.
- K. Qualified employee absences due to a serious health condition under FMLA or other FMLA qualifying absences will run concurrently with paid leaves and will be concurrently designated as FMLA leaves to the maximum extent permitted by law.

**ARTICLE 12
PROFESSIONAL AND PERSONAL LEAVE**

A. *PROFESSIONAL BUSINESS LEAVE:*

The Board recognizes the potential value of teacher and staff attendance at clinics, conferences, and conventions. Each teacher may apply for one (1) or more professional conference day(s) without loss of salary for the following:

- 1. Making visitations to view other instructional techniques or programs.
- 2. Attending educational conferences, workshops or seminars including MEA-and NEA-sponsored events not involving arbitration, negotiation, or grievance processing.
- 3. Application for use of professional business days shall be made in writing to the teacher's building principal with a written explanation of the expected benefit of the

program/clinic/etc. to the Lincoln Consolidated Schools. The building principal shall forward the application, together with his/her recommendation, to the Superintendent of Schools (or his/her designee) for final approval or denial.

4. As valuable as such meetings are, however, there are limitations of attendance which must be recognized.
 - a. Any meeting or occasion which takes the teacher from the classroom for one (1) or more days is a serious matter, and can only be approved for a valid reason. The value of a conference must be justified before approval for attendance will be given.
 - b. Permission in general will not be granted for a group of teachers from the same department to attend the same conference. Where conferences involving more than one (1) member of a department are held, attendance should be rotated.
 - c. State-wide committee appointments which involve the teacher being absent from the classroom must receive approval from the Board of Education. This request should come directly to the Board from the sponsoring group.
 - d. Teachers who wish to attend a conference should apply at least fourteen (14) days prior to the date the conference is to be held, whenever possible. This request must first be approved by the building principal and then forwarded to the Superintendent for action. The teacher shall be notified within seven (7) days of application.
 - e. The school budget provides a limited amount of funds to cover expenses of teachers who attend educational conferences or visitations as listed in 1 and 2 above. Teachers attending approved professional conferences and/or visitations for professional development who are not eligible to receive reimbursement from grants or other funding sources shall be reimbursed up to \$60 for expenses incurred while attending the out-of-district activity.
 - f. Teachers and staff members who attend educational conferences are encouraged to share what they have gained from the conference with other teachers and staff members.
 - g. The teacher may be requested to file a report with the Superintendent within (1) week of attendance at such visitation, conference, workshop, or seminar.
 - h. Days granted as professional business (school business) leave will not count toward the off-calendar professional development requirement described in schedule C.

B. *PERSONAL LEAVE:*

1. At the beginning of each school year, each teacher shall be credited with three (3) days to be used for the teacher's personal leave. At the end of each school year,

any unused personal days shall be added to the individual's sick leave days. Personal days shall be used at the discretion of the teacher, provided that the purpose for which they are used must meet the criteria set forth below. If a teacher has exhausted all their sick leave, they may choose to use their personal days for sick leave.

2. A teacher planning to use a personal day(s) shall notify the personnel office at least two (2) business days in advance except in cases of emergency. Failure to give notification in advance, or upon return in emergency situations, shall result in a payroll deduction for the time lost and in case of abuse, additional disciplinary sanctions may be imposed.
 3. Personal leave may not be used immediately before or after a vacation or holiday period, or on any teacher duty day when students are not present for all or part of the day, except where approved by the Superintendent of Schools as being either an "Emergency Situation" or an "Extenuating Circumstance".
 4. It is understood that personal days may be taken in hour increments.
 5. The Administration may limit the number of teachers scheduled to be on personal leave on a single day to not more than ten (10), if it reasonably determines that such limitation is necessary to prevent undue disruption to the curriculum.
 6. One (1) personal day can be used to attend professional development sessions in order to meet the off-calendar professional development requirement. This day must be approved following the procedure for professional business leave (school business) in section A.
- C. A teacher shall be paid full salary on jury duty with proof of attendance. A teacher called for jury duty must report all monies paid for jury duty which will be deducted from accrued salary. In order to receive the difference between jury duty pay and scheduled teacher's compensation, the teacher must have made diligent efforts to have been excused from such duty as is provided by law.
- D. A teacher shall be released from duty when subpoenaed to give testimony before any judicial or administrative tribunal. When a teacher is to appear in any school connected dispute, the teacher shall be released with pay, provided the period may not exceed one (1) day without approval of the Board of Education or designee. Advance notice shall be given whenever possible. This provision shall not apply when a teacher is voluntarily testifying against the district or when the teacher is a party to the action.
- E. Fifteen (15) Association leave days shall be granted, their use to be determined by the President of the local unit of the Association. This is not to be counted as any other leave. The first ten (10) days will be paid by the Board. The next five (5) days will be paid by the Board with the Association reimbursing the Board for the cost of the substitute. Association days may be taken in half-day (1/2) increments. Notification will be made in leave request form two (2) days prior to such leaves.

- F. Reasonable leaves of absence may be granted without pay is the sole discretion of the Board of Education upon receiving from the requesting teacher in writing the purpose of the leave of absence, the length of the requested leave, and other such information as will assist the Board in making a decision concerning the leave of absence.
- G. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board and subject to being physically and mentally able and subject to the availability of a position, the teacher shall be assigned the same or an equivalent position. If a position is not available, priority will be given on the substitute list.
- H. Professional or Personal Leave (Non-Medical Leave): A teacher on leave shall file with the Superintendent no later than March 1 preceding the September scheduled return, a letter of intent to return. For non-medical leave, written notification of intent to return for periods ending during the course of a school year shall be not later than sixty (60) days prior to the end of the leave. Failure to do so shall be conclusively deemed a resignation unless mutually agreed by the Board and the teacher prior to that date.
- I. The granting of leave under provisions of this Article shall not interrupt seniority and rights attendant thereto. Upon return from such leave, the teacher will be returned to the same position on the salary schedule as when the teacher left and be entitled to any benefits accrued prior to said leave. Reinstatement shall be to the teacher's former position whenever possible.

**ARTICLE 13
SABBATICAL LEAVE**

- A. Sabbatical leave may be granted at the discretion of the Board of Education in accordance with Section 1235, of the Revised School Code . During said sabbatical leave, the teacher may be paid up to full annual salary and related fringe benefits.
- B. The teacher, upon return from a sabbatical leave, shall be restored to that teacher's former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as that teacher would have been had the teacher taught in the District during such period.
- C. All personnel covered under this contract who have worked in the Lincoln system prior to the signing of this Master Agreement, shall be credited for years of service toward sabbatical leave.
- D. Upon application a leave of absence may be granted for the purpose of serving as an officer or employee of the Washtenaw County, Michigan, or National Education Association.

**ARTICLE 14
ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and

respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality.

- B. Academic freedom shall be guaranteed to teachers, and no unusual limitations shall be placed upon studying, investigating, presenting, and interpreting facts and ideas concerning human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility and respect for community mores and decisions of the Board
- C. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment, and that teachers alone cannot be held responsible for all aspects of the academic achievement of the pupil in the classroom, except as required by law.
- D. As a vital component of academic freedom teachers shall be involved in decisions regarding the methods and materials used in the instruction of students.

ARTICLE 15 EVALUATION AND PROGRESS

Media specialists, counselors, school psychologists, social workers and other Association members who are not part of the traditional classroom model shall meet with their respective building administrator to mutually agree upon the criteria to be utilized in formally observing/evaluating the performance of these employees. These criteria will be formalized over the duration of this contract. This language does not prohibit the administrator from establishing administration goals to be achieved by the member. Members may request the representation of the Association at any point of this process.

ARTICLE 16 PERSONNEL FILES AND RECORDS

- A. Each teacher shall have the right, upon request, to review, the contents of that teacher's personnel file not to exceed once each semester, exclusive of pre-employment confidential recommendations. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain as a minimum the following information:
 - 1. All teacher evaluation reports;
 - 2. Copies of annual contracts;
 - 3. Teacher certificate;
 - 4. A transcript of the academic records;
 - 5. Tenure recommendation, if any.
- B. Complaints against the teacher shall be put in writing with the names of the complainants. No complaints or materials may be placed in the official personnel. The teacher will be able to respond in writing to any disciplinary action, and said response shall become a part

of that file. If the teacher is asked to sign material placed in that teacher's file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material unless specifically indicated otherwise. The Board agrees that any such response shall be released in any FOIA request which include a complaint that has been responded to. In the event any disciplinary action is taken against a teacher and subsequently overruled or a final determination is made thereof through the grievance procedure, only the final action shall remain as a part of the personnel file.

- C. Procedures for maintaining personnel files of teachers shall be as follows:
1. When a disciplinary investigation is in process, all materials relating to it shall be kept in a separate file until a determination of the investigation has been made. If no merit is found in the charge, all materials relating to the incident shall be destroyed. If discipline is imposed, it shall become part of the employee's file.
 2. The District agrees to verbally notify an employee within two (2) working days when it receives a request for all or part of the employee's personnel file under FOIA.
 3. Any materials that must be legally redacted from the file will be redacted prior to the release of any information.
 4. Any records of disciplinary action which are more than four years old will be deleted from the file before the file or any portion of it is released pursuant to a FOIA request, provided this is legally possible.

ARTICLE 17 PROFESSIONAL BEHAVIOR

The provisions of this section shall only apply to those employees that are subject to the terms and conditions of this collective bargaining agreement.

- A. A teacher shall at all times be entitled to representation by the Association when a teacher is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in performance, and makes a request for such representation. No action shall be taken with respect to the teacher until such a representative of the Association is present.
- B. No teacher shall be disciplined or reprimanded without just cause. It is expressly understood that the grievance procedure shall not apply in those areas in which contradict state law. All information forming the basis for disciplinary action or reprimand shall be made available to the teacher and the Association. If disciplinary action or reprimand is based on accusation from within or outside of the school, the teacher shall have the right to be faced with the teacher's accusers.
- C. The Board subscribes to the concept of progressive discipline as recognized by current case law.
- D. Principals shall complete a designated electronic form (to be developed by the LEA and LCS) regarding parent or student complaints, or concerns, if the complaints or concerns

involve a teacher and are put in writing, including electronic mail communications. The Principal will send the designated electronic form no later than twenty-four (24) hours from receipt of the written complaint or concern. The Principal will notify the Contract Administrator(s) that designated form has been sent, identifying the specific recipient.

ARTICLE 18 SCHOOL IMPROVEMENT COMMITTEE

- A. *OVERVIEW:* School Improvement is a joint planning and problem-solving process, per Act No. 25, Public Acts of 1990, Section 1277 (1).

The School Improvement process is designed to address a school improvement process for each school within the school district. It is not designed to address wages/salary, fringe benefits such as health insurance and other insurances, or matters established in the Public Employee Relations Act or the Teacher Tenure Act.

- B. *DISTRICT SCHOOL IMPROVEMENT COMMITTEE (DSIC):* The District School Improvement Committee (DSIC) will oversee the work necessary in order to meet the expectations (guidelines) of P.A. 25/Accreditation. This committee will coordinate with the Curriculum Development Committee (CDC) and the Professional Development Committee (PDC) in order to achieve the district's goals and objectives that are developed by this committee.

District School Improvement Committee members will be paid the per hour summer school rate for work beyond the school day.

- C. Professional Development and Curriculum Development will be managed by Curriculum Leaders. Curriculum Leaders will serve for a three year period beginning in the 2021-2022 school year. The makeup of the curriculum leadership committee shall be:
- PreK – Area leader (1)
 - K-5 – Grade level leaders (6)
 - 6-8 – Subject matter department heads (as identified pursuant to Article 9 § D.2) (4)
 - 9-12 – Subject matter department heads (as identified pursuant to Article 9, § D.1) (4)
 - World Languages K-12 – (1)
 - Other Electives - (1)
 - Special Education & Ancillary Staff – (2)

Appointment: No later than May 1 of every third year, the LEA will propose 2-3 persons to the Assistant Superintendent of Curriculum & Instruction as potential Curriculum Leaders. The Assistant Superintendent of Curriculum & Instruction will make final recommendations to the Board of Education for approval.

Vacancies: Upon the creation of a vacancy of any Curriculum Leader, the Assistant Superintendent of Curriculum & Instruction may appoint a successor for the remaining term.

- F. *Curriculum Leader Compensation:* Curriculum Leaders will be compensated at a rate of Four Thousand Dollars (\$4,000) annually.

- G. *District Coordinators:* The Superintendent or designee has authority to appoint District Coordinators with a stipend of up to Five Thousand Dollars (\$5,000.00). District Coordinators may be required to participate in Curriculum Leadership meetings at the request of the Superintendent or designee.
- H. *PUBLIC ACT 25/ACCREDITATION DAYS:* One half day per semester will be used to accomplish identified goals as directed by the State of Michigan to comply with Public Act 25/Accreditation. The use of these days will be determined by the PDC in conjunction with the DSIC.
- I. Should the district be identified for phases of school improvement, including building restructuring under the ESEA/NCLB Act, Administration and the Association will work together to explore options for meeting the requirements of the law.

ARTICLE 19
STUDENT DISCIPLINE AND TEACHER PROTECTION

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the student's desirable characteristics.

- A. The Board, after consultation with parents and teachers, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.
- B. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. In general, the pupil shall not be returned to the class until after consultation by the principal with the teacher, and if necessary, parent or guardian.
- C. The Board will reimburse teachers for any loss, damage or destruction of personal property of the teacher while dealing with student discipline within Board/Administrative policy guidelines. If a teacher is unable to work as a result of an injury, as determined by the District's Health Service provider, the teacher will not suffer any loss of wages or benefits for the first five scheduled workdays following the incident.
- C. Teachers may use the minimal force necessary to protect themselves, a fellow teacher or administrator, or a student from attack, physical abuse or injury, as provided in 380.1312 and 380.1313 of the School Code of 1976, as amended.

- E. The Board shall provide legal counsel for a teacher or reimburse the teacher for legal expense incurred in defending a criminal or civil lawsuit provided it determines the teacher has acted within the scope of Board policy, professional behavior and ethical considerations. The sole determination shall be made by the Board of Education and this section not be subject to binding arbitration.
- F. When a teacher is subpoenaed as a witness in a Lincoln Consolidated School District student child custody or a child abuse case, the teacher should contact the Superintendent's office and building Principal immediately. The Superintendent's office may put the teacher in contact with an attorney.
- G. When a serious accusation is made against a teacher by parents or others (i.e., physical abuse, etc.) or if parents call the police, an attorney, or the media about a teacher, the following procedures should be followed:
1. The Building Administrator will:
 - Notify the teacher and Central Office immediately (within 24 hours) in person, by telephone, or in writing.
 - Keep Central Office informed and updated on any incidents.
 - Keep the teacher updated in a timely manner.
 - Attempt to resolve the issue in a timely manner.
 - Recommend appropriate discipline to the student if it is determined that the student made false accusations.
 2. Central Office will:
 - Contact the Association President or Contract Administrator.
 - Assist in resolving the issues in a timely manner.
 - Work with the Association (upon conclusion of the investigation and resolution of the incident) to determine the appropriate placement of any documents relating to the case (if applicable).

There may be times when extenuating circumstances extend the timelines. Also, there may be rare occasions when law enforcement agencies and/or legal counsel may direct the Building Administrator to keep information confidential and not make it available to staff.

- H. 1. Neither actual physical violence toward teachers, nor intimidation by threat of violence will be tolerated from students. Unacceptable student behavior toward teachers shall be deemed to include:
- a. Unwelcome and/or offensive touching of a teacher's person, either directly or with an object;
 - b. Intimidation of a teacher, whether by actual threat to the teacher's person, or by vandalism of property which belongs to or is assigned to the teacher;

- c. Attempts to cause the acts described in either (a) or (b) above, or to persuade others to participate in causing such acts.
2. Students who are determined by the Administration to have engaged in any of the forms of unacceptable student behavior toward teachers described in Section 1 above, shall be referred to the Administration for consideration of appropriate disciplinary sanctions, which may in the Administration's discretion include:
 - a. Filing a report with the police;
 - b. Temporary suspension from school and a parent conference;
 - c. Recommendation to the Board of Education for long-term suspension or expulsion;
 - d. Other appropriate measures.
 3. It is agreed that use of any kind of weapon by a student will be considered to be an aggravating circumstance.
 4. The disciplinary disposition of any particular case shall not be subject to the contractual grievance appeal procedure, due to the privacy rights of students under state and federal law.

**ARTICLE 20
SCHOOL CALENDAR**

- A. For the term of this Agreement, the School calendar shall be as set forth in Schedule C. There shall be no deviation from, or change in, the school calendar except by mutual agreement of the Board and the Association and then only to the extent that any deviation or change is consummated to comply with Section 340.10, 340.11, and 340.12 of the School District Child Accounting Rules of the Michigan Department of Education.

On those days when the professional employees report for work, even though these days may eventually have to be rescheduled, employees shall be paid their daily rate of pay in accordance with the Master Agreement. On those days when employees have been notified in advance not to report for work, they shall not be entitled to additional compensation.

Scheduled days of student attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the school district. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.

On or before May 1st of each year the Superintendent or a designee will meet with the union to discuss adjustment of the calendar to meet the state law attendance requirements. All make up days will be full days unless they fall on teacher work days.

- B. The calendar for the school year shall conform as nearly as possible to the county calendar with vacation schedules coordinated with districts that provide consortium classes so that Lincoln students may receive a maximum amount of instructional days at the South and West Washtenaw Consortium.

All new teachers will report one day early for orientation and in-service. If state requirements for student instructional hours change, the parties will add any necessary time on a meet and confer basis.

If the district returns to half-day kindergarten a.m. and p.m. sessions, kindergarten teachers, in recognition of their double load, shall receive at least the equivalent of five (5) half days for the first semester and four (4) half days for the second semester for the purpose of parent-teacher conferences.

- C. If the district returns to half day kindergarten a.m. and p.m. sessions, kindergarten teachers, in recognition of their double load, shall receive at least the equivalent of five (5) half days for the first semester and (4) half days for the second semester for the purpose of parent-teacher conferences.

ARTICLE 21 PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged misapplication, misinterpretation, or violation of the express terms of this contract. A grievance may also be filed concerning the compliance with written board policies that directly affect the terms of this Agreement, but no grievance may be filed concerning the reasonableness of such a policy except where it shall be alleged that it violates the express terms of this Agreement. It is expressly understood that the Board of Education shall have the right to modify, amend or abrogate written Board policy, but not to the extent that said modification, amendment or abrogation conflicts with any rights granted pursuant to this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services or the failure to re-employ any probationary teacher. This does not apply to certified professional personnel not eligible to acquire tenure, starting with their fifth year of employment with the district.
2. The termination of services or the failure to employ or re-employ any teacher to a position on Schedule B.
3. Any matter involving the results of teacher evaluation.
4. It is expressly understood that the grievance procedure shall not apply in those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate one (1) representative per building to handle grievances when required by the grievant and shall inform the building principal of his name and an alternate if the Association shall elect one.
- C. The term “days” as used herein, shall mean days on which school is in session during the school year and days on which Central Office is open for business during the summer months. The specified time limits herein may be extended by mutual agreement.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the section or subsections of this contract or the written Board policy alleged to have been violated.
 - 5. It shall contain the date of violation.
 - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected by the Administration as improper; and, any written grievance not substantially in accordance with the above requirements shall be rejected by the Association as improper and shall not be pursued by the Association nor the grievant. Such rejection shall not extend the limitations hereinafter set forth.

E. Grievance Steps

Level One. In the event a teacher believes there is a basis for a grievance, the teacher shall within ten (10) days of the alleged occurrence giving rise to the grievance first discuss same with the building principal either personally or accompanied by an Association representative.

Level Two. If no resolution is obtained within five (5) days of the discussion the administrator shall verbally notify the teacher of the decision and the teacher may invoke the formal grievance procedure by filing a signed grievance on the form as shown in Schedule D within five (5) days of the initial discussion.

Within five (5) days of the receipt of the written grievance, the principal shall meet once again with the teacher and/or the building representative or may render a decision in writing transmitting a copy to the teacher, building representative, and the Association leadership.

Level Three. If no resolution is obtained at Level 2, a copy of the written grievance shall be filed, by the Association leadership, with the Superintendent or designated agent within twenty (20) days after the Level Two discussion, or if there is no Level Two discussion, within twenty (20) days after receipt of the written decision. The Level Three grievance

shall be in writing and have the specific representation of the Association or a specific waiver of representation. Within ten (10) days of receipt of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, the Association contract administrator and President, the building principal in which the grievance arose and place a copy of same in a permanent file in the Superintendent's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory, the Association may go to Level Four.

Level Four. Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within thirty (30) days after the decision of the Superintendent, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the Association, subject to the right of the Board and the Association, to judicial review.
4. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish salary scales or to change any salary except in conformity with this Agreement.
 - c. The arbitrator shall have no power to neither change any practice, policy, or rule of the Board nor substitute judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - d. The arbitrator shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of

management 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.

- e. The arbitrator shall have no power to interpret state or federal law.
 - f. The arbitrator shall not hear any grievance relating to the failure of the Board to reappoint any teacher to a duty contained in the extra pay for extra duty schedule nor hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is empowered to rule hereunder has been referred, it may not be withdrawn by either party except by mutual consent.
 6. If either party disputed the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to the arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
 8. The Association shall pay all arbitration costs associated with grievances concerning prohibited subjects of bargaining otherwise, the cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
 9. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The Board shall not be required to pay back more than five (5) days prior to the date a written grievance is filed unless the grievance is such that the grievant could not have been reasonably aware of the occurrence of the grievance and then only to a point not to exceed thirty-five (35) days prior to the date of the filing of the grievance.
- F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be prosecuted. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
 - G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
 - H. All preparation, filing, presentation or consideration of grievances shall be held at a time other than when a teacher or a participating Association representative is to be at their assigned duty stations.

- I. Any grievance that either (a) is not processed or (b) is disposed of under procedures adopted by the Board and the Association in the implementation of the Grievance Procedure shall be considered settled, and such settlements shall be final and binding upon the Board, the employee or employees involved, the Association and its members.
- J. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance filed during the life of the contract may be processed through the grievance procedure until resolution.

**ARTICLE 22
COMPENSATION AND NEGOTIATION PROCEDURE**

- A. *Salaries.* The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and made a part of this Agreement.
- B. *Extra-Curricular Assignments.* The compensation for extra-curricular assignments annually made by the Board of Education is set forth in Schedule B, which is attached hereto and incorporated in this Agreement.
- C. *Retirement and Severance.*

- 1. Retirement.

In recognition of service to the district, teachers who are eligible for the Michigan teachers retirement benefit and who retire from Lincoln Schools shall receive a payment equal to one percent (1%) of their highest base teaching salary paid to them as a Lincoln teacher times the number of years of service as a Lincoln teacher since September 1, 1989.

- 2. Severance.

For those teachers not eligible for the retirement benefit, and who choose to leave the district (i.e., are not asked to leave for cause) shall, after twenty-one (21) years of teaching service to the district be eligible for a severance pay benefit. The severance pay shall be equal to one-half percent (.5%) of the teacher's highest paid base teaching salary at Lincoln times the teacher's years of service at Lincoln.

- 3. Employees shall be eligible for only one (1) of the benefit payments offered.

- 4. The retirement and/or severance payment will be made fifteen (15) months after the effective date of retirement or severance and will be reduced by the amount of unemployment compensation the retiree may have drawn which was charged to the school district.

5. In the event the eligible staff person dies, the amount of retirement benefit which could have been collected by the employee on the date of death will be paid to the employee's estate.
6. Those teachers employed in the bargaining unit on the date of the signing of this Contract will have all retirement benefits accrued as of that date frozen at the current payout rate (1989-90 salary schedule) for currently accrued days and will be eligible upon retirement for a payment of the accrued monies in accordance with other provisions of Section D.
7. Employees who have frozen retirement benefits as of the date of the signing of this Contract will have accrued benefits in accordance with the following language:

LEA members hired prior to 1989 who are eligible and chooses to retire after the 2013-14 fiscal year, and prior to the first teacher report day for the 2014-15 school year, will receive full (100%) compensation for their sick days accrued and unused as calculated from the beginning of the 1985-86 school year and ending with the accrued sick days on June 15, 1989, and full (100%) compensation for sick days accrued and unused prior to the 1985-86 school year, in accordance with the provision of the 2011-2013 Master Agreement Article 24.7.a &b.

LEA members hired before 1989 who are eligible and who choose to retire after the 2014-15 fiscal year, and prior to the first teacher report day for the 2015-16 school year, will receive fifty percent (50%) compensation for sick days accrued and unused as calculated for the beginning of the 1985-86 school year, in accordance with provisions of the 2011-13 Master Agreement Articles 24, 7, a & b. The compensation for this accrued benefit will be paid out over a five (5) year period, in equal increments, into the Special Pay Plan in accordance with Article 24.8.

LEA members hired before 1989 who choose to retire at any point after the 2016-17 fiscal year will receive no additional compensation for their sick days accrued prior to 1989, other than the provision for the sick day sell back as outline in Article 11.A in the Master Agreement.

- a. For all sick days accrued, calculated from the beginning of the 1985-86 school year and ending with the accrued sick days on June 15, 1989 and which remain unused until retirement, the Board will pay fifty percent (50%) of the teacher's total unused sick leave at retirement if the teacher is eligible for retirement under the Michigan Public School Employees Retirement System.
- b. For sick leave days accrued prior to the 85-86 school year, and which remain unused until retirement, the payout will be at seventy-five percent (75%) of those accrued days, i.e., a teacher who had accrued one hundred (100) sick leave days at the end of the 84-85 school year would receive payment of seventy-five percent (75%) of those days if the teacher's accrual never dropped below one hundred (100) days prior to retirement. If the accrual dropped below one hundred (100) days, the seventy-five percent (75%) payout would be given only for those days remaining of the one hundred (100) original days.

Teachers will receive an annual accounting of days accrued/remaining under the section 7 benefit.

8. All monies paid out as a retirement benefit will be paid into the Special Pay Plan operated by the mutually agreed upon third party administrator.
9. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goals. The parties agree that the decision as to the third party administrator (TPA) for the school district's tax sheltered deferred retirement plan and any vendors involved in the plan will be mutually determined.

The parties further understand and agree that the regulations regarding the administration of 403(B) plans continue to evolve, and it is the intent of the parties to comply with all legal requirements. Accordingly the parties agree that:

- a. A plan document, consistent with all legal requirements, shall be mutually developed by the parties by December 31, 2008.
- b. Any monies taken under a salary agreement shall be remitted to the appropriate approved vendor under the plan within ten (10) business days following the act of reduction of salary for the purpose.
- c. All bargaining unit members are eligible to participate in the plan.

D. *Placement on Salary Schedule.* Placement on the salary schedule will be determined by degree status, and years of experience subject to the following conditions:

1. Teachers with outside experience hired after the ratification date of this contract shall receive no less than the following placement on the salary schedule.

Outside teaching experience may be in public or non public schools. The teacher must have at least two (2) consecutive years with the same school district and have received an effective or highly effective evaluation both years to be granted credit for years of service upon hire at Lincoln Consolidated Schools. If the teacher does not have at least two (2) consecutive years in the same school district and an effective or highly effective evaluation, no outside experience shall be granted and the individual hired will start at Step 1. The teacher must have possessed a valid teaching certificate while earning the outside experience in order to receive experience credit. The experience must also closely resemble a classroom teaching situation. Home schooling experience will not count. Professional staff who is not eligible for tenure, such as a school social worker, school psychologist, school nurse, etc., must meet the criteria listed above as closely as possible in a school setting. Proper documentation of outside teaching experience will be required for verification of eligibility for credit on the salary schedule.

If the Lincoln Education Association is under a Step Freeze or the Lincoln Consolidated School District is under a Deficit Elimination Plan (DEP), all new hires with outside experience, with the exception of critical shortage areas, must start at Step 1. Positions with critical shortages may be granted credit for outside experience per the table provided.

Years of Outside Experience	Current Step
1-2	3
3-4	4
5-6	5
7-8	6
9	7
10	8
11	9
12+	10

For the 2023-2024 school year the current step column will increase by 1. New hires with 1-2 years will begin on step 4 and 12+ years will be placed on step 11. The District and LEA will agree which positions are deemed critical shortage areas for the upcoming school year by May 15th of every year. For critical shortage areas, the District will consult with the LEA when placing critical shortage area teachers on the salary schedule. It is possible that critical shortage areas could get a placement on the schedule from the beginning of the schedule based on the number of years worked minus one.

2. Credit on the salary schedule shall not be granted for less than a full year of service. A full year shall be defined as 75% plus one day of the teacher work year. Any numeral to the right of the decimal will be dropped. Semesters shall be counted only to the extent that they equal full years (e.g., two semesters equal one year; nine semesters equal four years). Experience as a substitute shall not be counted in the accumulation of experience credit. The provisions of this section shall not apply to teachers under contract to the Lincoln School District during the 1976-77 school year. They shall remain as currently placed on the salary schedule and shall continue to move forward as provided in the agreement. Teachers who are on a district-approved FMLA leave and use sick days in order to receive pay shall have those leave days covered by sick days count towards their years in service.

3. In order to move from one (1) section of the schedule to another (B.A. to M.A. or M.A. to M.A. plus 30, or B.A. or M.A. to B.A. plus 60 with a master's degree), the teacher must file evidence with the Superintendent of Schools, of the granting of the degree or accumulation of approved semester hours, ten (10) school days after the beginning of school in the fall, if payment is to be received during the current year. If evidence is filed after ten (10) school days, payment will begin in the ensuing school

year. Any teacher who anticipates that he/she will gain credits during the summer that will cause them to change lanes on the salary schedule, should notify the Superintendent by May 1st of the year preceding the anticipated lane change.

4. Only graduate credit hours from an accredited college and/or university can be used to move to the B.A. plus 60 hours with a master's degree or the M.A. plus 30 salary lanes. The credits must be earned after the granting of the B.A. degree. B.A./M.A. also includes B.S./M.S. With prior written approval of the Director of Curriculum and a recommendation from the Professional Development Committee, a maximum of six hours of undergraduate credit may count towards the M.A. plus 30, or the B.A. plus 60 hours with a master's degree. A person with a bachelor's degree and a J.D. will be treated as a master's degree for the purpose of lanes, and may be eligible for the MA+ lane if they meet the additional credit hour requirements.

E. *Insurance.*

1. Upon proper application the Board shall pay 80% of the premium and the employee shall pay 20% of the premium for MESSA Health Insurance ABC1 coverage for LEA member's effective July 1, 2017. Employees shall have the monthly premium for healthcare co-pays taken out per the District deduction schedule.

Option A shall include:

- a. MESSA ABC 1 and the Saver RX Prescription Plan.
- b. \$45,000 negotiated life insurance with \$45,000 AD & D, \$5,000 basic term life insurance with medical coverage
- c. Dental insurance: 80%, 80/80/80/80 with Adult Orthodontics.
- d. Vision care MESSA VSP-3.
- e. Deductible In-Network: \$1300 Single / \$2600 2-Person & Family.
Deductible Out-of-Network: \$2600 Single / \$5200 2-Person & Family.
- e. MESSA Long-Term Disability option (90 day wait period, at 66 2/3%) as offered in the Washtenaw County Consortium.

For those members who receive coverage under option A, the employer will pay 50% of the HSA (in-network deductible). HSA contribution will be deposited in 1 yearly payment in the employees account on the first pay in January.

Effective July 1, 2017, the Board shall pay 80% of the premium, with the employee paying 20% of the premium for MESSA Health Insurance ABC1 coverage for LEA employees.

Option B shall include:

- a. \$45,000 term life insurance with \$45,000 AD & D.

- b. Dental insurance: 80% 80/80/80/80 with Adult Orthodontics
 - c. Vision care MESSA VSP-3. cash for cash in lieu for opting out of medical insurance (divided in two equal installments – June and December)
 - d. \$4000.00 annually shall be given each year for cash in lieu, which the teacher can choose to apply to the tax deferred annuity of the teacher's choice, within companies mutually agreed to. Cash in lieu payments will be pro-rata based upon medical insurance eligibility.
 - e. MESSA Long Term Disability option (90 day wait period, at 66 2/3%) as offered in the Washtenaw County Consortium.
2. If a husband and wife are members of the same bargaining unit, one (1) will be eligible for Option A and the other eligible for Option B.
 3. Prohibition of Dual Coverage. It is understood that insurance coverage paid for by the District is not to provide double coverage for employees or their families. If an employee and/or family is covered under another policy, the employee shall elect which coverage to receive and must notify the District of the election. Each employee who receives health insurance shall sign a form stating that he/she is not insured through his/her spouse and acknowledging the ramification if such information is false. Falsification of information concerning double coverage may result in loss of insurance coverage for the employee for up to 12 months and disciplinary action up to and including discharge and/or repayment to the District of all monies expended during the period of time in which the employee was doubled covered.

An exemption to the prohibition of dual coverage will be made only in cases where the employer of the employee's spouse requires the spouse to be covered by the policy. In order to be eligible for this exemption, the employee must provide the District with a letter from the spouse's employer verifying that the spouse and/or Lincoln employee must be carried on the spouse's policy.

F. *Coverage Rules and Regulation.*

1. Employee coverage for all insurance paid for by the Board shall be subject to the rules and regulations of the carrier.
2. An Employee is responsible for coverage application and/or notification of change in family status. Failure to apply for proper coverage and/or notification of change in family status is entirely the responsibility of the employee and shall not result in any cost or expense to the district.

H. *Counselors and Librarians.*

Any counselor or librarian, who, at the request of the administration, and with the approval of the Superintendent, works prior to the opening of school or after the close of the

teachers' year, shall be paid their then current daily rate of pay. The administration must make this request by May 1st for work after the close of the teacher's year and the last day of school for work prior to the opening of school.

I. *Manner of Payment.*

Compensation paid under Schedule A shall be paid in 21 or 26 installments, at the option of the teacher, provided that option is exercised in writing to the payroll department, no later than the first day teacher's return from summer break, if changing the number from 21 to 26 pays or from 26 to 21 pays. Teachers hired during the year shall have the same option on a pro rata basis. Failure to submit the written request will result in a default to 26 pays per year.

Compensation for Schedule B may be paid in 21 or 26 installments with their regular pay or in a lump sum for fall activities in the first payroll in December; winter activities in the first payroll in March; and spring activities in the first payroll in June. Teachers who participate in a full school year schedule of activity may have their pay spread over 21 or 26 pay periods, matching their regular pay periods or in a lump sum the first payroll in June.

There will be no increase or decrease in a teacher's pay amount, unless it has been authorized in writing by the teacher or the teacher has been notified by the business office three weeks prior to the applicable pay. This will not apply to the teacher's final paycheck or to deductions for taxes, FICA, retirement or overuse of sick time.

J. *Summer School Pay.*

Summer school pay shall commensurate with available funding, but no less than \$20/hr.

- K.
1. Representatives of the Board and the Association will meet on a mutually agreed upon date and time for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 2. Each party will submit to the other on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. If neither party submits an agenda, then no meeting shall be held.
 3. All meetings between the parties will regularly be scheduled to take place as promptly as possible at times the teachers involved are free from assigned instructional responsibilities unless otherwise mutually agreed.
 4. Should such a meeting result in a mutually acceptable amendment of the agreement, then the amendment shall be subject to ratification by the Board and the Association provided that the representatives of the Board and the Association shall be empowered to effect temporary accommodations to resolve special problems.

- L. The Association shall designate teachers in each school building as Association Representatives (A.R.'s). The Principal and the Association Representatives shall meet at least once each month for the purpose of reviewing the administration of the contract and

to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

- M. 1. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- 2. There shall be three (3) signed copies of the final agreement for the purposes of record, one (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.
- N. Teachers required, in the course of their employment, to drive their personal automobiles shall be reimbursed at the current IRS rate.
- O. Section 1250 of the Revised School Code requires that a school district implement and maintain a method of compensation for its employees that includes job performance and job accomplishments as a factor in determining compensation. It is agreed that this Merit Pay compensation will be determined individually.
 - 1. LEA members who receive an evaluation of highly effective on their 2018/2019 performance evaluation will receive a one-time pay for performance pay (stipend) of \$100.00 to be paid out by the second pay in August 2019.
 - 2. LEA members who receive an evaluation of effective on their 2018-2019 performance evaluation will receive a one-time pay for performance pay (stipend) of \$50.00 to be paid by the second pay in August 2019.

ARTICLE 23 WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement except by mutual consent an article, or part of an article, may be renegotiated.

It is expressly understood that should the Board of Education create a new job classification, it will negotiate with the Association for wages for said position. It is further understood that the Board shall not change the responsibilities of any position in violation of this contract without prior negotiations with the Association.

**ARTICLE 24
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 the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher, theretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. An electronic copy of this document will be available for all staff members to view in the district network and on the district website within thirty (30) days after the Agreement is signed.

**ARTICLE 25
EMPLOYEE WELLNESS COMMITTEE**

The parties do hereby agree that an employee wellness committee shall be formed consisting of representatives of the Board and representatives of the Association. It is the intent of the parties that representatives from all employee groups in the District shall be represented on this committee (subject to approval from those employee groups).

This committee shall make recommendations to the Board of Education regarding programs designed to facilitate a healthier staff and working environment.

**ARTICLE 26
UNION RELEASE TIME**

The Board shall release the President of the Association or their designee from their normally assigned duties without loss of pay or other benefits for one (1) teaching hour per day. The president or designee will still receive a prep hour in addition to the hour of release time. The Association shall contribute \$6,000 annually towards the cost of additional staffing for union release time.

**ARTICLE 27
TERMINATION CLAUSE**

This Agreement shall be in effect from July 1, 2022, through December 31, 2024.

The parties hereunto have set their hands by authority of their respective bodies this ___th day of _____.

FOR THE ASSOCIATION

FOR THE DISTRICT

Jeff Nowak, LEA President

Robert Jansen, Superintendent

SCHEDULE A

2022-2024 Teacher's Salary Schedule

Step	B.A.	M.A./J.D.	B.A. + 60 w/Master's Degree
			M.A. + 30
1	40,200	45,200	47,700
2	42,950	48,400	51,250
3	44,700	50,450	53,650
4	46,450	52,500	56,000
5	48,200	54,550	58,350
6	49,950	56,600	60,700
7	51,700	58,650	63,050
8	53,450	60,700	65,400
9	55,150	62,750	67,800
10	56,900	64,800	70,150
11	58,050	66,300	71,750
12	59,150	67,800	73,400
13	60,300	69,250	75,050
14	61,400	70,750	76,700
15	62,550	72,250	78,350
16	63,150*	73,100	79,200
17	63,800*	74,000	80,100
18	64,400*	74,850	80,950
19	65,000*	75,700	81,800
20	65,600*	76,600	82,700
21	66,250*	77,450**	83,550
22	66,850*	78,350**	84,450
23	67,450*	79,200**	85,300
24	68,100*	80,100**	86,200
25	68,700*	80,950**	87,050
26	69,300*	81,800**	87,900

* Only available for those hired before July 1, 2008. No steps will be granted past 15 in the BA column for those hired after this date. For example, someone who has been at BA Step 15 for 3 years and turns in paperwork to move to the MA lane will move to MA Step 15 and will then proceed with steps (MA Step 16, MA Step 17, etc.)

** Only available for those hired before July 1, 2015; No steps will be granted past 20 in the MA column for those hired after this date. For example, someone who has been at MA Step 20 for 3 years and turns in paperwork to move to the MA+ Lane will move to MA+ Step 20 and will then proceed with steps (MA+ Step 21, MA+ Step 22, etc.)

**SCHEDULE B
EXTRA DUTY FOR EXTRA PAY**

In making Schedule B assignments, the Board will give first consideration to present employees where their qualifications are equal to other candidates.

For the first three (3) years of involvement in the extra-curricular activities designated hereinafter, the percentages shall apply to the B.A. Base (Step 1) as reflected in the Schedule B Salary Schedule below. Thereinafter, at the beginning of the fourth year in an activity; the percentages shall be applied to the B.A. Step 2 as reflected in the Schedule B Salary Schedule.

There shall be a standing committee developed composed of three (3) members appointed by the Board and three (3) members appointed by the Association. It shall be the task of the committee to review, add and/or revise extra-curricular positions and their classification. For a position to be reviewed or added by the committee, the person(s) requesting such review must develop a job description for the position which includes the responsibilities of the position, the outcomes expected, and the amount of outside time anticipated for the successful completion of the position. The committee, after reviewing the position, shall make a recommendation to the Board of Education whose decision regarding the position shall be final.

POSITION – Schedule B	%
<i>ELEMENTARY (per building)</i>	
Building TC's	3
Student Council	4
Safety Patrol Director	3
Choir	5
Science Fair	1
Festival of Arts Director	3
Lincoln Arts Exhibit (each participating Art teacher)	2
Multi-Cultural Coordinator	2
Student Contest Director	2
All teachers involved in after-school enrichment program activities shall be paid the rate of \$12.00 per hour up to 50 hours.	

POSITION – Schedule B	%
<i>LINCOLN MIDDLE SCHOOL</i>	
Drama Club	2
Student Council Advisor (Key Club) – 6th – 8th Grades	2.5
National Middle School Honor Society	2
Lincoln Arts Exhibit (each participating art teacher)	2
Science Fair Exhibit	2
Yearbook	4
Multi-Cultural Coordinator	2
SEC Sponsored Student Contest Director	2
Middle School Sponsor (Overnight Trip Coordinator)	3
Camp-6 th Grade Supervisor	3
Teacher Camp Assistant 6 th Grade	4
Choir	4
Band	4
Boys Football Head Coach – 7 th & 8 th Grade	6.5
Boys Football Assistant Coach - 7 th & 8 th Grade	6.5
Boys Basketball – 7 th & 8 th Grade	8
Wrestling – 7 th & 8 th Grade	5
Girls Basketball – 7 th & 8 th Grade	8
Girls Volleyball – 7 th & 8 th Grade	8
Cheerleader Coach (per year)	6
Co-Ed Track (3)	5
Co-Ed Swimming	7
Co-Ed Cross Country	7
Girls Softball	7
Boys Baseball	7
Intramural Sports Supervisor-Girls/Boys Basketball	5
Intramurals State Minimum Wage hour up to 50 hour maximum – Middle School & Elementary Softball Baseball Track Bowling Other Areas Should these positions become involved in interscholastic competition; the compensation will be set on a percentage basis through the contract review procedure.	
Department Chair(s)/Building TC's	3

POSITION – Schedule B	%
<i>SENIOR HIGH SCHOOL</i>	
Freshman Sponsor	5
Sophomore Sponsor	6
Junior Sponsor	9
Senior Sponsor	10
Band Director – Base	12
Band Director – 4 th of July Parade	.5
Band Director – Band Camp	1.5
Band Director – Heritage Festival Parade	.5
Band Director – Memorial Day Parade	.5
Assistant Band Director	10
Pit Orchestra	6
Musical Choral Advisor	6
Choral Accompanist – Musicals	4
Choral Director – Base	12
Choral Director – Honors Choir	1
Choral Director – State Solo & Ensemble Festival	1
Choral Director – State Choral Festival	1
Festival of the Arts Director	3
National Honor Society	3
Lincoln Arts Exhibit (each participating art teacher)	2
Foreign Language Club	2
Debate Coach	5
Forensics Director	5
Student Assistance Program Team Member	1
SADD Sponsor (without release time)	1
Drama Coach (per play)	6
Drama Technical Director (per play-Maximum two plays per year)	4
Drama Choreographer (One play per year)	2
Newspaper	8
Student Council Advisor	6
Yearbook	8
Driver's Education Classroom Time	\$15.00/hour
Driver's Education Road Time	\$15.00/hour
Multi-Cultural Coordinator	2
Student Contest Director	2
United Student Organization	4
Computing Club	3
District Webmaster	7
WLHS Media Supervisor	4
Department Heads/Building TC's	3

POSITION – Schedule B	%
<i>SENIOR HIGH SCHOOL</i>	
Boys Football Head – Varsity	18
Boys Football Assistant 1	12
Boys Football Assistant 2	12
Boys Football – Junior Varsity	12
Boys Football Assistant – Junior Varsity	12
Boys Football Head – Freshman	9
Boys Football Assistant – Freshman	6.5
Boys Basketball Head – Varsity	18
Boys Basketball – Junior Varsity	12
Boys Basketball – Freshman	9
Boys Swimming	14
Boys Swimming Assistant	7
Boys Diving	7
Boys Wrestling	14
Boys Wrestling Assistant	10
Boys Track – Varsity	14
Boys Track Assistant	10
Boys Cross Country – Varsity	11
Boys Baseball Head – Varsity	14
Boys Baseball – Junior Varsity	10
Boys Baseball – Freshman	9
Boys Golf	11
Boys Soccer – Varsity	11
Boys Soccer – Junior Varsity	9
Boys Soccer – Freshman	8
Boys Tennis	11
Boys Hockey – Varsity	14
Girls Basketball – Varsity	18
Girls Basketball – Junior Varsity	12
Girls Basketball – Freshman	9
Girls Softball – Varsity	14
Girls Softball – Junior Varsity	10
Girls Softball – Freshman	9
Girls Volleyball – Varsity	18
Girls Volleyball – Junior Varsity	12
Girls Volleyball – Freshman	9
Girls Diving	7
Girls Tennis – Varsity	11
Girls Tennis – Junior Varsity	9

POSITION -- Schedule B	%
<i>SENIOR HIGH SCHOOL</i>	
Cheerleader Coach – Varsity – Football	6
Cheerleader Coach – Junior Varsity – Football	5
Cheerleader Coach – Varsity – Basketball	6
Cheerleader Coach – Junior Varsity – Basketball	5
Girls Swimming	14
Girls Swimming Assistant	7
Girls Track	14
Girls Track Assistant	10
Girls Cross Country – Varsity	11
Pep Club	2
Girls Golf	11
Girls Soccer – Varsity	11
Girls Soccer – Junior Varsity	9
Girls Soccer – Freshman	8

Schedule B Salary Schedule

Step	B.A.
1	36,655
2	39,196
3	41,836
4	44,213
5	46,764
6	49,401
7	51,782
8	54,160
9	56,542
10	58,924
11-15	62,986
16-20	64,875
21-25	66,135
26+	67,394

**SCHEDULE C
SCHOOL CALENDAR**

**SCHEDULE D
GRIEVANCE FORM**

To the teacher filing a grievance:

The WCEA and Board of Education wish to warn you that any grievance must contain the information in this form or it shall be rejected as improper. This information is necessary in order to adequately process the grievance. See Article 21, Paragraphs D and E for specific elements and time limits.

1. Name of Grievant(s)
(is/are). _____

2. Location of alleged violation. (Give building or
buildings). _____

3. Date of alleged violation, misinterpretation, or
misapplication is: (Give pay period applicable).

4. Synopsis of facts giving rise to grievance. (BE SPECIFIC – Who, what, where, when, why, and
how).

5. Citation of Article(s) and Paragraph(s) of Agreement or written Board Policy. (List all applicable
sections).

6. Relief Requested: _____

7. Date filed with building principal: _____

8. Signature of Grievant(s): _____

Appendix A

Other Compensation¹

1. Hourly Rate “With Students”: \$40/hour
2. Hourly Rate “Without Students”: \$30/hour
 - a. (Mentoring, School IEP/504 Attendance, etc.)
3. Hourly Rate Elective Virtual Academy Grading: \$45/hour
4. Hour Rate Homebound: Per Diem Rate
5. Stipends:
 - a. Curriculum Leaders: \$4,000/year
 - b. Coordinators: Up to \$5,000/year
 - c. Extra Preparation Period Stipends: \$50/prep over 2 per marking period
 - d. Split Class Stipend: \$1,000/year

¹ This Appendix A is intended to summarize language in the contract. The language in the contract will control to the extent that there is any conflict.

Appendix B

List of Critical Shortage Positions – 2022-203 School Year

1. Spanish Immersion
2. Psychologist
3. Social Worker
4. Special Education Teacher
5. Speech and Language Pathologist
6. Early Childhood Special Education Positions