

LINCOLN CONSOLIDATED SCHOOLS BOARD OF EDUCATION

AND THE

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

MASTER AGREEMENT

January 1, 2025-December 31, 2027

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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, professional school counselors, school psychologists, certified librarians, speech-language pathologists, occupational therapists, Model Non-Certified teachers, and deans of students, but excluding administrators, third-party contractors, substitutes, and all other District employees. Certified shall be defined as the requirement to hold all certificates, licenses, endorsements and approvals required by law and/or the Michigan Department of Education to serve in the position assigned.

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 parties will negotiate teacher evaluations, placement, lay-off and recall, and discipline.

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 and approval from the building principal, to use school room(s) in accordance with Board policies, at 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.
- 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 they are employed.
- H. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, 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 their 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 Monday at 3:00 pm 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 and their dismissal, suspension, and demotion, and to promote and transfer all such employees, to assign work, to subcontract, to determine the size of the work force, and to lay off 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.
 5. To purchase textbooks, teaching materials, and various teaching aids.
 6. To determine the services, supplies, and equipment necessary to continue the Board's operations and to determine the methods, schedules, and standards of operation, and the means, methods, and processes of carrying on the work, including the institution of new and/or improved methods or changes therein.
 7. To determine all financial and educational policies.
 8. To determine the size of the management organization, its function, authority, amount of supervision, and table of organization.
 9. To determine the number and location of the Board's facilities, including the establishment or relocations of new buildings, departments, divisions or subdivisions, or other facilities.
 10. To adopt reasonable rules and regulations.
 11. To make reasonable provisions for the health, safety, and first aid of its employees during hours 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. High School
6:55 a.m. to 2:17 p.m. with a thirty (30) minute lunch period
2. Middle School
7:45 a.m. to 3:07 p.m. with a thirty (30) minute lunch period
3. Elementary
Brick and Bishop - 8:45 a.m. to 4:04 p.m. with a thirty-five (35) minute lunch
Model - 8:30 a.m. to 4:05 p.m. with a thirty-five (35) minute lunch
Childs - 7:45 a.m. to 3:04 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 and one (1) fifteen (15) minute break.

C. Generally, student class hours shall be as follows:

	Normal		AM Half Days		Lunch
	Start	End	Start	End	
Childs	8:00 a.m.	2:54 p.m.	8:00 a.m.	10:54 a.m.	35 mins.
Model-a.m.	8:45 a.m.	11:58 a.m.			35 mins.
Model-p.m.	12:43 p.m.	3:55 p.m.			
Bishop	9:00 a.m.	3:54 p.m.	9:00 a.m.	11:54 a.m.	35 mins.
Brick	9:00 a.m.	3:54 p.m.	9:00 a.m.	11:54 a.m.	35 mins.
Middle School	8:00 a.m.	2:57 p.m.	8:00 a.m.	10:57 a.m.	30 mins.
High School	7:10 a.m.	2:07 p.m.	7:10 a.m.	10:07 a.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.

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.

Exception: Head Start and GSRP teachers who may have their duty-free lunch period at other times during the school day (Not aligned with students). Every effort will be made

to seek input from the affected teachers regarding a reasonable substitute. Half day ECSE shall have their lunch in between the AM and PM sessions. Preschool teachers are expected to cover all recess duty unless it is their break time.

- E. During scheduled working hours, teachers are expected to be at their duty stations or on school business.
- F. 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 lunch 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 elementary teacher responsibility to escort children to buses at the end of the instructional day.

- G. 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.
- H. 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.
- I.
 - 1. In the event, Head Start Program Governance Guidelines require all one thousand twenty (1020) hours to be delivered and cannot be met due to school closures from an emergency or act of God, a reasonable effort will be made to ensure that Model teachers are not required to teach during their (Friday) planning time. Every effort will be made to find a substitute teacher.
 - 2. If the district cannot find substitute teachers, two classrooms will be combined, and both associate teachers will run the program that day. Teachers would be available to offer support if requested by the associate teachers.
 - 3. If there are no available substitute teachers, associate teachers, or other staff, the teacher would be paid the with student rate for the time.
 - 4. If multiple make-up days are needed and two (2) classrooms are combined, the classrooms will alternate the location of where the children are cared for to allow teachers fair access to their classrooms and prep materials.
 - 5. Non-teaching time shall be used for preparation, consultation, planning, professional work with other staff, administrators, parents, and students, home visits, conferences, and other work related to the teacher's assignment. Teacher professional development and/or preparation time will be on Fridays when students are not in session.

J. 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 preschool, 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. In the event that a specials teacher is split between buildings, their schedule will not be modified without consultation.
5. Any modification of the elementary special teacher's schedule or the preschool 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.

6. The Board of Education will provide the equivalent of one fifty (50) minute preparation period for each full day of school per week for elementary and preschool teachers. If a teacher's preparation period needs to be canceled due to a subbing need, said teacher shall be paid at the missed preparation period rate (with students) of forty (\$40.00) dollars. The Association agrees that elementary teachers will not be paid for a missed preparation period on Weekly Team Meeting Days, even if they are with students, as they already receive replacement preparation period time at a different time to accommodate this meeting. If that replacement preparation period is canceled, reasonable effort will be made to make this day up within a week or the teacher will be paid at the missed preparation period rate (with students) of forty (\$40) dollars. Reasonable effort will be made to keep other meetings on the Weekly Team Meeting Days.

In the event that the district returns to fewer elementary specialists, the District and Association will meet to address Weekly Team Meeting Days. Any reduction in currently maintained specialist positions would be implemented only after consultation with the Association and in accordance with Article 10 (Placements,

Vacancies, Layoff, and Recall) of this agreement.

- K. 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 A 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.

1. Counselors must be a part of the subbing rotation. Counselors can sub for no more than one class period per day. Compensation will be set at the "With Students" rate, as outlined in Appendix A and will be pro-rata on early release and half-days.
- L. 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 or other family events is to be voluntary.
1. 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.
 2. If an open house/capsule night is not scheduled at the middle school, teachers will elect attendance at either the fall parent information night or their grade level honors night.
 3. In addition to these meetings, the teachers shall also be required to attend after school meetings, as outlined in Section S 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.
 4. On days when staff meetings are held, such meetings should start no later than five (5) minutes after the end of the normal contractual time. Model staff meetings will be held on Fridays during contractual time to allow all staff to participate. Model staff will still be required to stay for one hour on Wednesdays for the agreed upon number of Wednesday meetings. This number of days is found in Article # 5 Letter S. This time may be used for IEPs or other necessary meetings. 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.

5. If staff meeting time is used as Professional Development (PD) it will not count towards the required thirty (30) hours of District Provided PD. However, the district agrees to provide staff with the PD hours in the Michigan Online Educator Certification System (MOECS).
6. Professional Learning Community (PLC) meetings shall be counted as Professional Development (PD) time and be reported to the Michigan Online Educator Certification System (MOECS). The PLC time shall not count towards the thirty (30) hours of District Provided Professional Development (DPPD) time. One exception shall be if the master calendar, due to error or school cancellation, is short of the required thirty (30) hours of DPPD. Then, PLC time shall be used as DPPD time to ensure thirty (30) hours are provided.

M. Any professional staff required to participate in IEP/504 meetings held outside the normal work day (including recess, lunch, and/or preparation/planning periods) shall be compensated for the time spent in these meetings. Compensation will be based on the hourly rate without students of thirty dollars (\$30.00). 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 (2) IEP/504 meetings per week scheduled outside of the normal work day. Reasonable attempts must be made at the secondary level (grades 6-12) to have a teacher on their preparation/planning period attend the IEP/504 meeting(s). Secondary teachers, when possible, should not be pulled from a teaching period with students to attend. At the elementary level, the building principal shall make reasonable attempts to ensure that IEP/504 meetings are not scheduled during the teacher's planning period. This language should not be applied to conflict with IDEA or Section 504 law.

N. Due to the change to the middle school concept, the parties agree to discuss concerns regarding the program (grades 6-8) as they arise.

O. 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 welcome back program and the building level staff meeting shall last no longer than a total of one hundred fifty (150) minutes. The welcome back program and building level staff meeting shall be scheduled back to back in order to give teachers adequate time to work in their rooms for the remainder of the day. Bargaining unit members are expected to be back in their building, ready to meet, no later than fifteen (15) minutes after the conclusion of the welcome back program. If the building staff meeting needs to be scheduled at a different time due to a scheduling conflict, the district will meet with the association before making the change. No additional duties will be assigned for this day unless otherwise mutually agreed upon.

P. 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.

- Q. 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.
- R. No staff meetings may be held on scheduled Teacher Report Days without the express consent of the Lincoln Education Association.
- S. 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), the week of Thanksgiving, and the last week of school. In addition, there will be an additional six (6) 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 twenty-seven (27) 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 will not file 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 10 or Article 22 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 must have taught at Lincoln Consolidated Schools a minimum of two years with effective 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, the involved teachers and building principal will conduct an evaluation of the job sharing position.
- 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 student assigned to their classroom may have a disability, they should bring the student to the MTSS team and start the MTSS process that has been established. The team will then follow the established procedures for referral. If needed, once evaluations are completed, the team will initiate an Individualized Education Program (IEP) Team meeting to address any concerns raised by the classroom teacher and to consider program options for the student.

The classroom teacher of a student with an IEP, if identified, will participate in IEP meetings and discussions as required by law. Both special education and general education teachers may provide input on placement recommendations. The administration will consider feedback from the general education teacher when determining if any revisions to the IEP are necessary.

The co-teaching model in special education can be an effective approach to address the diverse needs of students with disabilities within the general classroom. However, certain conditions must be met for it to be successful:

1. Availability and flexibility of special education staff to meet caseload and compliance requirements for students served.
2. Accurate information on the number of students eligible for support services.
3. Development of plans that maximize the use of available resources, such as teachers and paraprofessionals.

- 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, including 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 Individualized Education Program 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 PK-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 is experiencing challenges due to the absence of a second adult when working with a student who is medically fragile, requires special healthcare or hygienic assistance, or has a history of emotional or physical outbursts, and if these issues are not satisfactorily addressed at the building level, the teacher may request a meeting with the principal, a central office representative, and an association representative to seek resolution.
- H. To ensure that students' Individualized Education Programs are being met, special education teachers involved in co-teaching will have substitutes provided in their absences. If the special education teacher is removed from the classroom due to school business or training purposes, a substitute will be provided.
- I. The District will follow Michigan Administrative Rules for Special Education (MARSE) and federal special education law.

Social Work caseloads will be capped at 70 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. The District will have a Building Level Teacher Consultant (BLTC) at the elementary and secondary level. 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 the same stipend as a Curriculum Leader. 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 job duties are listed in Appendix C.

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 the same stipend as a Curriculum Leader. 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 Model BLTC job duties are listed in Appendix C

**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 the content areas listed below, by paying fifty dollars (\$50.00) per marking period for every additional preparation hour over two (2). This paragraph applies to teachers in the following content areas: Math, Language Arts, Science, Social Studies, and World Languages.

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 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, provided the state count day occurs in October, but if class numbers were in excess prior to Count Day, payment shall be made for each school day the excess was present, retroactively, beginning with the first day with students. Otherwise, the determination will occur the Monday of the first week of October. Pay will be calculated and paid at the end of each semester.

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 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.

In the event of a split/blended Head Start and Great Start Readiness Program (GSRP) classroom, the class size limit will be sixteen (16).

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. High School instrumental music shall have no more than forty-five (45) students, without consent of the teacher. Physical Education shall have no more than thirty-eight (38) students, without consent of the teacher.
 - 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-but if class numbers were in excess prior to Count Day, payment shall be made for each school day the excess was present, retroactively, beginning with the first day of school with students. 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.

High School instrumental music shall be compensated for any student above forty-five (45) in a class. Physical education shall be compensated for any

student above thirty-eight (38) in a class. Compensation will be at the rate of two dollars (\$2.00) per day for each student over.

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

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 unless the teacher's actions were grossly negligent, outside of the scope of the teacher's employment, or a violation of Board Policy.
- 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. Assistance with diapering may be necessary within the preschool programs, including but not limited to Head Start, Great Start Readiness Program (GSRP), and Early Childhood Special Education (ECSE). The district shall provide supplies.

P. The classroom teacher, in accordance with Board policy and guidelines, and state and federal law, 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 provide teachers with Network (electronic mail and electronic bulletin board) and internet access, hereinafter referred to as network, for educational purposes. 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 authorized 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.

6. Before a teacher is provided access to district network resources, the teacher will sign and return to Central Office an Acceptable Use agreement.

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 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. Consistent with 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 extended time will be negotiated between the District and Association when required.

U. The district and the Lincoln Education Association will meet to discuss and develop a Letter of Understanding (LOU) regarding the teaching conditions for teachers in the Lincoln Virtual Academy. The LOU may be amended with mutual agreement of both parties. If the Virtual Academy is discontinued, the LOU is no longer enforceable.

V. The following language applies to the District's decision to hire retired teachers. To address an ongoing teacher shortage, the District and the Association would like to develop a plan for using retired teachers to provide needed teaching services within the District. For the purposes of this CBA, the term "re-employ" or "re-employment" is defined as a teacher who was employed by a public or private school, who has retired from that school, and who is seeking employment with the District after his/her retirement.

1. The District will hire retired teachers where no certified and qualified non-retired teacher is available to fill a vacant teaching position.
2. A retired teacher who retired from Lincoln Consolidated Schools will be placed on the step that is closest to the one they were on when they retired. A teacher who

did not retire from Lincoln Consolidated Schools will be placed on the step that corresponds to their years of service and educational attainment up to the step on the new scale that is closest to the previous scale's STEP 10, which is new scale Step 8. They will not be eligible to advance up the salary scale, change lanes, or off schedule payments.

3. Retired teachers who receive insurance benefits through other sources, including through the Michigan retirement system or through a spouse, are not eligible to receive insurance benefits from the District. Retired teachers are not eligible for cash in lieu payments from the District.
4. Retired teachers will be employed under the same sick and personal leave day language described in Article 11 - Illness or Disability and Article 12 Professional and Personal Leave as a first-time hire. Paid leave for part-time retired teachers will be pro-rated. Retired teachers cannot bank leave days at the end of the school year. Any remaining sick or personal leave days must be sold using the sell-back language in Article 11.
5. Retired teachers are not eligible for any retirement or severance benefits as described in Article 22 - Compensation and Negotiation Procedure.

W. Before implementing any new initiative, curriculum, or curriculum resource(s) professional development shall be provided.

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 a maximum of two (2) days.

5. No member of the bargaining unit shall be involuntarily assigned to serve as a mentor teacher.
6. Any bargaining unit member 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.
7. The District will provide time for a mid-year New Teacher Orientation for those staff members who were hired after the beginning of the school year.
8. The mentor program will be reviewed and revised yearly to ensure that adjustments are made related to feedback provided by current mentors.

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 for Layoff

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 twenty-four (24) months 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
PLACEMENT, VACANCIES, LAYOFF, AND RECALL

1. Decisions about placement, vacancies, and reduction or recall, including “teachers” under Revised School Code Section 1249, will be made by the following. The parties agree that the procedures established in this Article for placement and reduction/recall constitute clear and transparent procedures as required under Revised School Code Section 1248.
2. Concerning teacher placement and reduction/recall decisions, the parties agree as follows:
 - A. The Superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. A “vacancy” shall be defined as an unassigned, open position, or a newly created position that the District intends to fill. A teacher interested in applying for a vacancy must follow the District’s internal application process. Notice of a new vacancy will be provided to the Association.
 - B. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s), the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to the issuance of layoff notices, the Association will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the District.
 - C. After consultation with the Association, the Superintendent or designee has discretion to place, transfer, layoff or recall a teacher into a position for which they are certified and qualified for, for a reason that is not arbitrary or capricious including the following clear and transparent factors:
 - i. Previous effectiveness ratings or noted areas of performance concerns. If the teacher is rated developing or needing support on their most recent evaluation, the administration must approve the assignment.
 - ii. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - iii. Credentials needed for District, school, or program accreditation;
 - iv. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher’s effectiveness in that assignment and is integrated into instruction;
 - v. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - vi. Disciplinary record, if any;
 - vii. Length of service in grade level(s) or subject area(s);

- viii. Recency of relevant and comparable teaching assignments;
 - ix. Punctuality and habitual use of unpaid days not protected by FMLA, ADA, or other state or federal law;
 - x. Ability to withstand the strain of teaching as defined by law; or
 - xi. The District's ability to fill the requesting teacher's position after exercising due diligence to fill the position.(Not a factor in layoffs)
- D. Seniority shall be considered as a tiebreaker if a teacher placement or reduction/recall decision involves two or more teachers and all other distinguishing factors are equal.
- E. When considering layoffs, the District may request documentation related to factors in v. above, from affected staff.
- F. A teacher is eligible for recall for twenty-four (24) months from the date the District implemented the reduction in force. The District is not obligated to recall a teacher rated "needing support" on their last performance evaluation.
- i. Teachers who are assigned 1.0 FTE are not required to accept recall into a position that is less than 1.0 FTE. If the teacher rejects the less than 1.0 FTE position, the teacher will remain on the layoff list until a 1.0 FTE position is offered or twenty-four (24) months, whichever is sooner.
 - ii. Teachers placed on layoff will continue to receive all insurance benefits until the end of the month following the layoff effective date. Teachers wishing to continue insurance beyond that point may do so on their own by reaching out to MESSA about a layoff/benefit continuation or purchasing COBRA continuation coverage.
 - iii. Teachers returning from layoff will be considered active employees upon receiving notice. Should a Teacher refuse to return from layoff within five business days during the school year, or ten calendar days during the summer break, they shall be deemed to have voluntarily quit. All fringe benefits will be restored to Teachers returning from layoff.
- G. The District can deny a teacher's requests for a transfer on the following grounds:
- i. Bargaining unit employee is on an IDP.
 - ii. Bargaining unit employee has received at least one needing support/ineffective year-end evaluation rating in the previous four (4) years or at least one developing/minimally effective year-end evaluation rating in the previous two (2) years.
 - iii. The bargaining unit employee's endorsement or teaching certificate is needed to fill a vacancy that the District cannot otherwise fill despite posting and seeking candidates for the position.
 - iv. The bargaining unit employee applied for and received a change of placement in the previous five (5) years unless both the teacher and the building principal mutually agree to the change of placement.

- v. Bargaining unit employee has been involuntarily transferred from the requested position in the previous five (5) years unless both the teacher and the building principals mutually agree to the change of placement. If no agreement can be made, the decision will be made by the Superintendent or designee.
- H. The District may make involuntary transfers for a reason that is not arbitrary or capricious. When an involuntary transfer is made, the teacher can request an explanation of the transfer decision and the decision may be grieved up to Level 3 of the grievance procedure under Article 21. Reasonable effort will be made to ensure at least five (5) days notice.
- I. Teachers desiring to transfer to a vacant position within the district must submit a request.
 - i. The District will consider the factors from 2C provided above when determining how to fill the vacancy. If the request is denied, the reason for the denial shall not be the basis for a grievance.
 - ii. District vacancy-A request for a transfer may be made at any time in writing to the Human Resources Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated. The transfer request must be renewed annually.
 - iii. Building vacancy-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 and the appropriate building administrators, 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.
- J. Transfers when a new building is opened or district reconfiguration occurs:
 - i. If sections of a grade are being eliminated or moved to another building, volunteers from affected staff will be solicited first, then 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.
 - ii. If there are more volunteers than are needed, then the administration will select from the volunteers, using the criteria from 2C. The selection process may include an interview.
- K. All positions filled by a contracted employee must be posted. The job posting should be

updated every two (2) months until the position is filled with a Lincoln-hired non-contracted employee.

This Agreement does not limit the Board from participating in cooperative educational or operational programs, including, programs offered by the Washtenaw Intermediate School District (WISD), Virtual Learning Academy Consortium ("VLAC"), the Washtenaw Educational Options Consortium (WEOC), the South and West Washtenaw Consortium (SWWC), or similar to other currently offered programs. The Association may demand to bargain the impact of the District's decision to participate in cooperative educational or operational programs. If the District is unable to hire individuals to provide teaching services or special education ancillary services, such as Speech and Language Pathologists or School Psychologists, the District may contract with an outside agency to provide these services after providing notice and consultation with the Association. The District will take reasonable efforts to hire professional staff under this collective bargaining agreement, including posting and recruitment. If the District has exercised due diligence in posting for the vacancy and attempting to fill the vacancy, the District may contract for the services.

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, as set forth in this Contract, or for leave permitted by law. 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, has the option to sell the current school year days back to the district at a value of sixty (\$60.00) dollars per day. Any days not from the current school year may be sold back to the district at a value of fifteen (\$15.00) dollars per day. The district shall make the sell back form available to eligible bargaining unit members in May of the school year.

A bargaining unit employee may "sell" days, accrued during the current school year, back to the district at the end of a school year under the following criteria:

1. The bargaining unit employee must maintain at least ninety (90) sick days in their personal sick day bank to be eligible to participate in the sick day buy back program.
2. The bargaining unit employee must provide notification, using the district provided form, to the district administration on or before June 30 that the employee intends to "sell" back school days and how many days the employee intends to "sell" back.
3. The bargaining unit employee may "sell" back no more than fifteen (15) sick days per school year.
4. Sick days that are "sold" back are forfeited.

No more than fifteen (15) days per year may be sold back during the annual buy back.

1. When a bargaining unit member leaves the employment of the district, they shall be able to sell back all days. Current school year days are at a value of sixty (\$60.00) dollars and leave bank days at a value of fifteen (\$15.00) dollars per day. The fifteen (15) day limit shall not apply.

In the event a teacher leaves the employ of the Board before the end of the school year, that teacher's sick leave days 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 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 days 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 leave days.

2. Illness in the Immediate Family: The teacher may use accumulated sick leave days 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 leave 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 days with no more than five (5) consecutive days for funeral or death in the immediate family as defined above. More days may be granted with the approval of the Superintendent or designee. 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 leave days to make arrangements for a member of the immediate family.

5. When a teacher chooses to use accrued sick leave days 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 upon 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 days 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 days 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 no later than two (2) hours before contractual start time 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/designee 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 days, 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 days, 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 leave 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 days. 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 days. In determining a second consecutive professional development day, absences from the previous year will be included. Such reasons, depending upon their validity may be approved or denied by Human Resources.

H. The Board agrees to provide E-Suite notification to each teacher at the beginning of the year as to the status of that teacher's sick leave allowance accumulation. Seven and a half hours (7.5) equals one leave day.

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 or designee in writing of a foreseeable leave of absence, inevitable disabilities (e.g., scheduled surgical or medical incapacitation, etc.) as soon as such disability leave is known to the teacher. The administration will treat such medical information 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 period of leave 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. A Conference 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 three (3) or more teachers from the same building to attend the same conference. Where conferences involving more than two (2) teachers of a building are held, attendance should be rotated. The Superintendent or designee must provide final approval for all conference requests.
 - 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 using the Conference Application in InformedK12 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.

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 submit a request in the attendance management system 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 days 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 leave 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.

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 to Human Resources, 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 hour 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 at 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 or designee 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 or designee 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 as described in Article 23: Seniority List & Employer Provided Member Information. 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 unreasonable 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

- A. Teachers will be evaluated pursuant to the Danielson performance evaluation system. Model, VA, and non-teacher bargaining unit employees will be evaluated pursuant to an evaluation system determined by the Superintendent or designee in consultation with the Association. “Days” as defined in this section applies to days when students are in attendance. The evaluation tool will be 80% of the year-end evaluation rating.
- B. Unless a teacher has an IDP, teacher performance goals shall be determined by the teacher, with approval by the administrator.
- C. The District will measure student growth as 20% of the evaluation. The teacher and administrator will meet and discuss the metrics used to measure student growth, which may include, but not limited to, grade level/subject level SLOs (Student Learning Objectives), pre/post tests, (RIT) (Rasch Unit) student growth - NWEA, and District data. The metric used must receive administrator approval.
 - 1. Teachers who do not select their own growth metric will use the District data to measure student growth. The teacher must be informed of what category the District data will fall into: Effective, Developing, or Needing Support, before making the decision.
 - 2. A teacher may, with administrative approval, eliminate data attributable to a student with 10% or more absences or if a student transferred into or out of the teacher’s class after the semester break for a full year class or the first quarter for a semester class.
 - 3. If requested, the bargaining unit member will supply attendance data from the District’s attendance records to justify the elimination of that student’s data.
- D. Prior to classroom observations, the teacher shall be provided a copy of the District evaluation form. The evaluator will be the building principal or assistant principal. If the evaluator changes during the school year, the teacher will be informed. Observations must be at least 15 minutes per observation. The District may conduct at least one unscheduled observation and at least one scheduled observation. The first observation will occur by the last school day in December, unless the teacher is absent on the observation day, on an approved leave, or is a mid-year hire. The District will provide constructive feedback from an observation within ten (10) teacher contract days.
 - 1. The classroom observation will include a review of the teacher’s lesson plan for the day of the observation, the state curriculum standard being used in the lesson, and student engagement. The teacher will provide lesson plans and curriculum standards to the observer two days before a scheduled observation.
 - 2. A teacher signing up for an observation is considered sufficient notice for the observation.
 - 3. The District will provide feedback from an observation within ten (10) teacher contract days. The teacher may request to meet with the administrator to review the feedback during the teacher’s prep time or at a time convenient for both the observer and teacher without additional compensation. Other observations may be conducted by other administrators who are trained in the use of the evaluation tool.
- E. The year-end evaluation will assign a year-end rating of “effective”, “developing”, or “needing support”, as required by law. The year-end evaluation will be submitted to

the teacher at least one week before the last student report day. If a written evaluation is not provided, the teacher is deemed effective.

- F. A teacher may receive an “unevaluated” rating as permitted by law.
- G. Beginning in the 2025-26 school year, if a tenured teacher (or an ancillary staff member who has been employed with the District for four (4) years) has been rated “highly effective” (before July 1, 2024) or “effective” for the most recent three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If a teacher is placed on an IDP, moves to a new assignment, or is subsequently rated below “effective” on a year-end evaluation, the teacher may, at the District’s discretion, be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years. The goal of this agreement is that teachers who are eligible to be evaluated every third year will be placed in a rotation to reduce evaluations for each year in the three-year cycle. The District may adjust the teacher evaluation cycle to achieve this goal in consultation with the Association. Probationary teachers are evaluated annually.
- H. Probationary teachers, teachers rated “developing” or “needing support” on a year-end evaluation, or teachers where the administrator noted performance deficiencies, may be placed on an IDP. The administrator will develop performance goals to prioritize the most significant performance deficiencies. The IDP will include recommended training identified by the administrator, in consultation with the teacher, that would assist the teacher in meeting the IDP goals.
 - 1. Teachers on an IDP will receive a progress report at the approximate mid-point of their employment, which will be used as a supplemental tool to gauge a teacher’s progress and to assist the teacher to improve.
 - 2. The District will assign a mentor teacher to teachers placed on an IDP to assist the teacher with their performance goals.
- I. Probationary teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating. If the administration recommends a probationary teacher nonrenewal to the Board, the probationary teacher may request to meet with the Board in open or closed session to respond to the nonrenewal recommendation.
- J. The District will provide training on the evaluation tool as required by law.

- 4. ***Grievance Procedure.*** An alleged violation of this Article is not subject to arbitration in the Grievance Procedure. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Grievance Procedure by a tenured teacher (or ancillary staff who has been employed by the District for four (4) years) who receives two (2) consecutive ratings of “needing support.”

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. All discipline will be in writing, placed in the individual's personnel file, and the teacher and Association will be forwarded a copy. A teacher may attach a rebuttal to discipline to be placed in a personnel file. The rebuttal shall be limited to five (5) sheets of 8.5 inch by 11-inch paper. Non-disciplinary directives or memos shall not be placed in a bargaining unit member's personnel file.

C. If the District receives allegations of misconduct against a bargaining unit employee that it intends to investigate, before imposing discipline, the employee will receive oral or written notice of the allegations against them and an opportunity to respond. If needed, the employee will be placed on paid administrative leave during the investigation. If the administration intends to discipline the employee, the employee will receive the discipline in writing and the writing will be placed in the employee's personnel file. The teacher shall receive a copy of the written discipline. 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 does not mean that the employee agrees with the content of the material unless specifically indicated otherwise. To the extent permitted by law, the employee may submit a rebuttal statement to discipline placed in the employee's personnel file and the rebuttal statement will be attached to the discipline. Written complaints against an employee and investigatory materials shall not be maintained in the employee's personnel file unless required by law or an arbitrator's ruling.

Should a bargaining unit member be placed on administrative leave with pay, the expectation is that they will:

- Complete lesson plans
- Grade Student Work-The bargaining unit member shall arrange with their building administrator a time to pick up student work to grade
- Answering student or parent emails/voicemails. However, the bargaining unit member will not communicate or respond to a parent or student if that parent or student is involved in the situation that the member is on paid leave for.
- Update PowerSchool-grades only. However, attendance will need to be entered into PowerSchool by the district.

- D. 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 TEACHER DISCIPLINE

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 bargaining unit member shall at all times be entitled to representation by the Association when a bargaining unit member is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in performance, and makes a request for such representation. Except when a bargaining unit member declines representation, no action shall be taken with respect to the bargaining unit member until such a representative of the Association is present. If a bargaining unit member declines representation, they may sign a waiver of that right and may revoke that waiver and insist on representation at any time. A copy of the signed waiver will be provided to the Association.

1. The Association representative shall be informed of the subject matter of any meeting a bargaining unit member is required to attend in advance of the meeting and shall be permitted to meet privately with the bargaining unit member in advance of such a required meeting. The bargaining unit member shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting shall not be delayed more than twenty-four (24) hours. If after the twenty-four (24) hours the requested representative is not available, a building association representative will participate.

B. Consistent with the Teachers' Tenure Act, no bargaining unit member shall be disciplined for reasons that are arbitrary or capricious. Discipline is defined as warnings, reprimands, unpaid suspension, and discharge. Administrative directives or a "counseling memo" are not discipline. Probationary teachers cannot grieve discipline. Tenured teachers may grieve discipline up through Formal Level 3 (arbitration) of the Grievance Procedure. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71 et seq., shall apply. All information forming the basis for disciplinary action or reprimand shall be made available to the bargaining unit member and the Association. If disciplinary action or reprimand is based on an accusation from within or outside of the school, the bargaining unit member shall have the right to be faced with the bargaining unit member's accusers, except in cases involving allegations of trauma or abuse where confronting the accuser may cause significant psychological harm or is otherwise restricted by state or federal law.

C. The Board subscribes to the concept of progressive discipline as recognized by current case law. Progressive Discipline is as follows:

1. Oral warning
2. Written warning
3. Written reprimand
4. One to three days suspension without pay
5. Further suspensions without pay
6. Discharge

No suspension shall adversely affect any other rights or benefits under this Agreement. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction.

Should a bargaining unit member be suspended without pay, they are not responsible for the following for the time suspended without pay:

1. Lesson plans
2. Grading
3. Answering student or parent emails/voicemails
4. Updating PowerSchool-attendance or grades
5. Attending Professional Development or meetings

- D. Principals or District Administrators will make a reasonable effort to verbally notify the bargaining unit member and the Association regarding parent or student complaints or concerns within twenty-four (24) hours of receipt of the complaint or concern. The District will inform a bargaining unit member if the District intends to investigate the complaint. The teacher shall be provided an opportunity to respond to the allegations against the teacher. Complaints that did not result in discipline shall not be placed in a bargaining unit employee's personnel file.

ARTICLE 18
MICIP

A. OVERVIEW: School Improvement is a joint planning and problem-solving process, per Michigan Revised School Code Act 451 of 1976, 380.1277 School Improvement Plan.

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. MICHIGAN INTEGRATED CONTINUOUS IMPROVEMENT PROCESS (MICIP):

The District Michigan Continuous Improvement Process (MICIP) team will oversee the work necessary in order to meet the expectations (guidelines) of Michigan Compiled Law (MCL) 380.1280. This team will coordinate with the Building MICIP team in order to achieve the district's goals and objectives that are developed by this team. District MICIP Team members will be paid the per-hour summer school rate for work beyond contractual report time and reporting days.

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:

- Early Childhood (PreK, GSRP, Head Start) – 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 two to three (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.

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

E. District Coordinators: The Superintendent or designee has authority to appoint District Coordinators who shall be compensated at a rate of 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. The position of District Coordinator will be reviewed triennially and Association Members will be encouraged to complete an interest survey. The 25/26 school year would be year one and the next triennial date would fall in the 28/29 school year.

F. One-half day per semester will be used to accomplish identified goals as directed by the State of Michigan to comply with MCL 380.1280.

G. 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. Where permitted by law, 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. As soon as possible after a suspension, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor, school psychologist, or school social worker shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.

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, provided such damage occurred on school property or while on a school-sponsored activity and the bargaining unit employee followed the District's policies, procedures, or the student's education records or plans. The employee must submit receipts for their property. 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.

D. 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.

E. The Board shall provide legal counsel for a teacher or reimburse the teacher for legal expenses incurred in defending a criminal or civil lawsuit, within appropriate insurance limitations, 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 is not 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, or designee, and building Principal immediately. The Superintendent's office, or designee, 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.
 - d. Any case of physical aggression upon a bargaining unit employee, including threats by a student, shall be promptly reported to the Employer. When physical aggression is reported to the Employer, the Employer will provide assistance to the bargaining unit employee to prevent physical injury to staff and students. It is the responsibility of the bargaining unit member to report the incident to the Association President.
 - e. The employee may consult with the District's legal counsel regarding legal issues related to the assault or threat.

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 calendars shall be as set forth in Schedule C. There shall be no deviation from, or change in, the school calendars 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 School District Child Accounting Rules, and the Pupil Accounting Manual 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, which fall outside of the forgiven days provided for by the State as well as State and Federal Grant Guidelines, 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 *Master and Model* calendars to meet the state law attendance requirements. All make-up days will be full days unless they fall on teacher work days. The last day will be a half day of school.

- B. The calendars 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, a maximum of two (2) days, 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.

- C. Four (4) half days will be provided to elementary teachers for the completion of report cards and IRIPs: Three (3) half days will be provided for report cards that coincide with report card dates in December, March, and June. One (1) half day will be provided for IRIPs within the first half of October.
- D. The Model Calendar will be negotiated concurrently with the Master Calendar. Input from the Association and Model Principal will be given to ensure compliance with all State, Federal, and WISD Grant guidelines. A reasonable effort will be made to include home visits, professional development, make-up days, and conferences in the creation of the Model calendar. While the Board reserves the right to alter the school calendar in order to achieve the minimum number of hours and days of student instruction required by law, this will be done with input from the Association.

If the Washtenaw Intermediate School District (WISD) offers an Early Childhood Conference at the start of the school year and it is during required report time, this time will count as District Provided Professional Development. If the conference occurs on a day that is not a required report time, the

teacher shall be paid the without students (\$30)rate for that time if the teacher chooses to attend.

ARTICLE 21
PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be a claim and/or a complaint by a bargaining unit employee or a group of bargaining unit employees or the Union. 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. However, the bargaining unit member shall be provided the reason for failure to employ or re-employ.
 3. 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, or by the Union President or Contract Administrator.
 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

1. Informal Level: When a bargaining unit employee(s) or the Union believe a grievable incident has occurred, within ten (10) days of the alleged occurrence the affected bargaining unit employee(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative may be present with the bargaining unit employee at such meeting. If the bargaining unit employee is not satisfied with the result(s) of the meeting, he/she/they may formalize the complaint.
2. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit employee(s) and his/her immediate supervisor, the complaint will be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit employee(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of the receipt of the grievance, render a written decision. A copy of the decision shall be forwarded to the grievant(s) and the Union.
3. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Formal Level 1, within ten (10) working days after the decision at Formal Level 1, the grievance shall be transmitted to the Superintendent or designee. Within ten (10) working days after the grievance has been so submitted, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s). Grievances filed as Union grievances will be initiated at Formal Level 2.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory, the Association may go to Formal Level 3.

4. Formal Level 3 Individual teachers shall not have the right to process a grievance at Level Three.
 1. If the Association is not satisfied with the disposition of the grievance at Formal Level 2, 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 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. 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.
- H. 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.
- I. 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.
- J. 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 bargaining unit members covered by this Agreement are set forth in Schedule A, which is attached to and made a part of this Agreement. The salaries of Non-Certified teachers in the Great Start Readiness Program (GSRP) and Head Start are set forth in Schedule C.

To address the qualifications, use, and compensation of non-certified teachers for the Great Start Readiness Program (GSRP) and Head Start in accordance with the program's requirements, the district may hire a maximum of three (3) non-certified lead teachers. Should the need arise for more than three (3), the district will consult with the union on how to move forward. The district will continue to post positions in early childhood for certified teachers as positions are needed. In order to hire a non-certified teacher, the district will post the position with a preference for certified lead teachers. The posting will remain open until a suitable candidate is selected. Certified lead teacher applicants will be given priority in the interview process and will be interviewed first. If no qualified, certified lead teacher is identified, the district may consider non-certified candidates.

1. Background:

The District and the Lincoln Education Association recognize the value and importance of having certified teachers in these classrooms. In response to the staffing needs for the Great Start Readiness Program/Head Start, the District may hire individuals who do not hold a teaching certification but possess a bachelor's degree in **early childhood education or child development with a specialization in preschool teaching.**

2. Qualifications for Non-Certified Teachers:

The District agrees to hire non-certified teachers for GSRP/Head Start when no certified candidates are available and under the following conditions:

a. Degree Requirements:

The individual must hold a bachelor's degree in **early childhood education or child development.** The transcript must document a major (not a minor) in child development or early childhood education, with a specialization in preschool teaching.

b. Compliance with State Guidelines:

All non-certified teachers must meet the qualifications outlined by the Michigan Department of Education for participation in the GSRP/Head Start, including any specific programmatic or state-mandated requirements.

c. Professional Development:

The District agrees to provide professional development opportunities for non-certified teachers to ensure they are well-prepared to deliver quality early childhood education in GSRP/Head Start.

d. Non-Certified Teacher Pay Scale:

Non-certified teachers hired under this agreement will be placed on a separate pay scale from certified teachers. This scale will reflect their non-certification status while acknowledging their qualifications and experience. The Model Non-Certified Teacher Pay Scale is attached to this Agreement as Schedule C. There will only be a bachelor lane for this pay scale. Lane change (B.A. to M.A., etc.) requires a teaching certificate.

3. Opportunity for Advancement:

Should a non-certified teacher obtain the necessary teaching certification, they will be moved to the certified teacher pay scale at the appropriate step based on their years of service and

experience within GSRP/Head Start and the provisions of Article 22 - Compensation and Negotiation Procedure.

Lincoln Consolidated Schools will **strongly** encourage all non-certified teachers to attain their teaching certificate. Model Early Childhood Center is a point of pride for the district in that we provide **certified teachers** in the early childhood program.

4. Employment Status:

Non-certified teachers will be considered bargaining unit members and are entitled to the rights, protections, and benefits provided under the collective bargaining agreement. However, compensation for non-certified teachers will be governed by the separate pay scale referenced above and attached to this Agreement as Schedule C.

- 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. This retirement benefit is only available to those staff hired prior to July 1, 2022.

- 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. 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.

7. 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. Bargaining unit employees with outside experience hired after the ratification date of this contract may be placed on the salary scale up to Step 10 based on previous years of experience in a private, parochial, or public school. If the District would like to place a teacher on a step higher than Step 10, it will obtain mutual agreement with the Association. Homeschooling or day-to-day substitute teaching experience does not count towards advancement on the salary schedule. Bargaining unit employees shall receive no less than the following placement on salary Schedule A:
 - a. Bargaining unit members with no experience shall be placed on Step one (1) of the salary schedule.
 - b. Bargaining unit members with experience shall be granted one step credit for prior years of prior experience up to Step ten (10) per the table below.

Years of Outside Experience	Step Placement	Years of Outside Experience	Step Placement
0-2	1	11-12	6
3-4	2	13-14	7
5-6	3	15-16	8

7-8	4	17-18	9
9-10	5	19-20+	10

- c. Outside teaching experience must be in private, parochial, and/or public schools and closely resemble a classroom teaching situation. Homeschooling experience and substitute teaching will not count.
 - i. Professional staff who are not eligible for tenure, such as a school social worker, school psychologist, school nurse, etc., must meet the criteria listed in this Article as closely as possible in a school setting.
- d. The bargaining unit member must have at least two (2) consecutive years with the same school district and have received at least an effective evaluation both years to be granted credit for years of service upon hire at Lincoln Consolidated Schools per the table above.
- e. If the bargaining unit member does not have at least two (2) consecutive years in the same school district and an effective evaluation, no outside experience shall be granted, and the individual hired will start at Step one (1).
- f. The bargaining unit member must have possessed a valid teaching certificate while earning the outside experience in order to receive experience credit.
 - i. Professional staff who are not eligible for tenure must have possessed a valid license while earning the outside experience in order to receive experience credit.
- g. Proper documentation of outside experience will be required for verification of eligibility for credit on the salary schedule.
- h. For critical shortage areas, as identified in Appendix B, the District has the option to pay a stipend of up to \$3,000 for new hires to fill the position as outlined below:
 - a. The stipend is payable in two installments, with one-half (½) at the end of the current school year on the last pay in June and one-half (½) at the pay period of the date of their one (1) year anniversary in the position.

2. Non-certified teachers in the Great Start Readiness Program (GSRP) and Head Start with outside experience hired after the ratification date of this contract may be placed up to Step 4 on the GSRP/Head Start salary schedule based on previous years of experience in a private, parochial, or public school. If the District would like to place a teacher on a step higher than Step 10, it will obtain mutual agreement with the Association. Homeschooling or day-to-day substitute teaching experience does not count towards advancement on the salary schedule. Non certified teachers in the GSRP/Head Start program shall receive no less than the following placement on salary Schedule C:

- a. Bargaining unit members with no experience shall be placed on Step one (1) of the salary schedule.
- b. Bargaining unit members with experience shall be granted one step credit for each three (3) years of prior experience up to Step four (4) per the table below.

Years of Outside Experience	Step Placement	Years of Outside Experience	Step Placement
1	1	6	3

2	1	7	3
3	2	8	3
4	2	9	4
5	2	10	4

- c. Outside experience may be in private, parochial, and/or public schools in an early childhood or preschool program and closely resemble a lead teacher situation. In-home daycare/schooling experience and substitute teaching will not count.
 - d. The bargaining unit member must have at least two (2) consecutive years with the same early childhood or preschool program and, if evaluated, have received an effective evaluation or equivalent both years to be granted credit for years of service upon hire at Lincoln Consolidated Schools per the table above.
 - e. If the bargaining unit member does not have at least two (2) consecutive years in the same early childhood or preschool program, no outside experience shall be granted, and the individual hired will start at Step one (1).
 - f. The bargaining unit member must have possessed any applicable and valid certificates/licenses as required by law while earning the outside experience in order to receive experience credit.
 - g. Proper documentation of outside experience will be required for verification of eligibility for credit on the salary schedule.
 - h. Non-certified teachers do not qualify for the critical shortage area stipend.
3. 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.

The District and LEA will agree on which positions are deemed critical shortage areas for the upcoming school year by May 15th of every year and these positions will be attached to this Agreement as Appendix B.

4. 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. Teachers who are on a district-approved FMLA leave and use sick-leave days in order to receive pay shall have those leave days covered by sick days count towards their years in service.
- a. Any teacher hired after the start of the school year but during the first semester (August - January) shall have the seventy-five percent (75%) plus one day based on their date of hire to the end of the teacher work year.
 - b. Any teacher hired after the start of the school year during the second semester (January after exams - June) shall start the following school year on the same step. They will then follow the seventy-five percent (75%) plus one day to advance on the salary schedule.
5. 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/they will gain credits during the summer that will cause them to change lanes on the salary schedule, should notify the Superintendent or designee by May 1st of the year preceding the anticipated lane change.

6. 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 Curriculum Leaders, 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.
 - a. School Social Workers: Any newly hired social workers who possess a Master's Degree requiring sixty (60) credits will be placed into the BA+60 salary lane upon commencement of employment, provided they submit proper verification of their degree 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 or Balance+ coverage for LEA members 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-3-Tier 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: \$1650 Single /\$3300 2-Person & Family.
The member is responsible to the provider for any deductibles, copayments, coinsurance and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM.
- f. MESSA Long-Term Disability option (90 day wait period, at 66 2/3%) as

offered in the Washtenaw County Consortium.

or

- g. MESSA Balance+Rx Prescription Plan
- h. Deductible In-Network: \$1650/Single /\$3300 2-Person & Family
 - Plus 20% Co-Insurance
- i. Out of Pocket Cap: \$4,050 single/ \$8100 2-Person & Family
- j. Out-of-Network: The member is responsible to the provider for any deductibles, copayments, coinsurance, and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM.
- k. \$45,000 negotiated life insurance with \$45,000 AD & D, \$5,000 basic term life insurance with medical coverage
- l. Dental insurance: 80%, 80/80/80/80 with Adult Orthodontics.
- m. Vision care MESSA VSP-3.
- n. 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 or Balance+ 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.
 - 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.

The deductible and out-of-pocket maximums are subject to annual adjustments. The amounts specified in this contract will be updated accordingly with each new contract period. For the most current rates, please refer to the MyMESSA Member portal.

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.

G. *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.

H. *Manner of Payment.*

Compensation paid under Schedule A shall be paid in 20 or 24 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 20 to 24 pays or from 24 to 20 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 24 pays per year.

Compensation for Schedule B may be paid in 20 or 24 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 20 or 24 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.

I. *Summer School Pay.*

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

- J.
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.
- K. 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.
- L.
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.

- M. Teachers required, in the course of their employment, to drive their personal automobiles shall be reimbursed at the current IRS rate.
- N. 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.
- O. Any bargaining unit member who notifies the district by March 1st of their intent to retire effective at the end of the school year and puts the notice in writing shall be entitled to a \$500 bonus, paid out at the end of their contract.

ARTICLE 23
SENIORITY LIST AND EMPLOYE PROVIDED MEMBER INFORMATION

A. The District will comply with PA 236 of 2023. If the statute is repealed or amended, the parties will meet to discuss the impact of that action. Any alleged violation must be promptly brought to the administration's attention with an opportunity to address the noncompliance. This paragraph is not subject to the grievance procedure and any alleged violation of PERA, after an attempt to address, will be brought before the Michigan Employment Relations Commission. The information will be provided to the Association in a spreadsheet.

B.No later than thirty (30) days following the ratification of this agreement, and by every October 1st

thereafter, the employer will prepare a seniority list. The seniority list spreadsheet will contain the following:

1. Name
2. Hire Date-Date of hire as approved by the Board of Education
3. Building
4. Current Position
5. Draw Letter (For those approved on the same day)

C. The seniority list shall be emailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed with the Human Resources Office by October 15 (or the Monday after, if it falls on a weekend) of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be a disagreement, the District and Association will meet to discuss it. If there is still disagreement, the issue will follow the Grievance process.

D. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. In the circumstance of more than one individual having the same Board approved date of hire, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.

E. All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

F. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence. Seniority will continue to accumulate for the full duration of a leave of absence due to Military Duty leave.

ARTICLE 24 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 25
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.
- E. 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 26
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 27
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 28
TERMINATION CLAUSE**

This Agreement shall be in effect from January 1, 2025, through December 31, 2027.

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

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

Steve Mientkiewicz
Association President

Gregory Smith
Superintendent

SCHEDULE A
2025-2026

Step	BA	MA	MA +
1	45,147.00	50,955.00	54,187.00
2	46,915.00	53,025.00	56,560.00
3	48,682.00	55,096.00	58,934.00
4	50,450.00	57,166.00	61,307.00
5	52,217.00	59,237.00	63,681.00
6	53,985.00	61,307.00	66,054.00
7	55,702.00	63,378.00	68,478.00
8	57,469.00	65,448.00	70,852.00
9	58,631.00	66,963.00	72,468.00
10	59,742.00	68,478.00	74,134.00
11	60,903.00	69,943.00	75,801.00
12	62,014.00	71,458.00	77,467.00
13	63,176.00	72,973.00	79,134.00
14	64,150.00	74,351.00	80,512.00
15	65,124.00	75,729.00	81,890.00
16	66,098.00	77,107.00	83,268.00
17	67,072.00	78,485.00	84,646.00
18	68,046.00	79,863.00	86,024.00
19	69,020.00	81,241.00	87,402.00
20	69,993.00	82,618.00	88,779.00

SCHEDULE A
2026-2027

Step	BA 2020	MA 2015	MA+ 2020
1	45,825.00	51,720.00	55,000.00
2	47,619.00	53,821.00	57,409.00
3	49,413.00	55,923.00	59,819.00
4	51,207.00	58,024.00	62,227.00
5	53,001.00	60,126.00	64,637.00
6	54,795.00	62,227.00	67,045.00
7	56,538.00	64,329.00	69,506.00
8	58,332.00	66,430.00	71,915.00
9	59,511.00	67,968.00	73,556.00
10	60,639.00	69,506.00	75,247.00
11	61,817.00	70,993.00	76,939.00
12	62,945.00	72,530.00	78,630.00
13	64,124.00	74,068.00	80,322.00
14	65,113.00	75,467.00	81,720.00
15	66,101.00	76,865.00	83,119.00
16	67,090.00	78,264.00	84,518.00
17	68,079.00	79,663.00	85,916.00
18	69,067.00	81,061.00	87,315.00
19	70,056.00	82,460.00	88,714.00
20	71,043.00	83,858.00	90,111.00

**SCHEDULE A
2027-2028**

Step	BA 2020		MA+ 2020
1	46,742.00	52,755.00	56,100.00
2	48,572.00	54,898.00	58,558.00
3	50,402.00	57,042.00	61,016.00
4	52,232.00	59,185.00	63,472.00
5	54,062.00	61,329.00	65,930.00
6	55,891.00	63,472.00	68,386.00
7	57,669.00	65,616.00	70,897.00
8	59,499.00	67,759.00	73,354.00
9	60,702.00	69,328.00	75,028.00
10	61,852.00	70,897.00	76,752.00
11	63,054.00	72,413.00	78,478.00
12	64,204.00	73,981.00	80,203.00
13	65,407.00	75,550.00	81,929.00
14	66,416.00	76,977.00	83,355.00
15	67,424.00	78,403.00	84,782.00
16	68,432.00	79,830.00	86,209.00
17	69,441.00	81,257.00	87,635.00
18	70,449.00	82,683.00	89,062.00
19	71,458.00	84,110.00	90,489.00
20	72,464.00	85,536.00	91,914.00

**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.

Staff will advance one step every three years. Effective for the 25/26 school year, anyone with more than six years of Lincoln experience in the same Schedule B position, and who has been stopped on step 2, will start at step 3 and advance one step every three years; this goes for both athletics and non-athletics

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. Any job descriptions created by the committee will be shared between the District and the Association.

ELEMENTARY (PER BUILDING)

POSITION- Schedule B	%
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.

MIDDLE SCHOOL

POSITION- Schedule B	%
Drama Club	2
Student Council Advisor (Key Club) 6th-8th Grade	2.5
National Middle School Honor Society	2
Lincoln Arts Exhibit (each participating 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-6th Grade Supervisor	3
Teacher Camp Assistant 6th Grade	4
Choir or Band	4
Boys Football Head Coach 7th & 8th Grade	6.5
Boys Football Assistant Coach 7th & 8th Grade	6.5
Boys Basketball 7th & 8th Grade	8
Wrestling 7th & 8th Grade	5
Girls Basketball 7th & 8th Grade	8
Girls Volleyball 7th & 8th 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
Department Chair(s)	3

Intramurals State Minimum Wage hour up to 50 hour maximum-Middle and Elementary
 Softball Track Other Areas
 Baseball Bowling

Should these positions become involved in interscholastic competition, the compensation will be set on a percentage basis through the contract review procedure.

HIGH SCHOOL

POSITION- Schedule B	%
Freshman Sponsor	5
Sophomore Sponsor	6
Junior Sponsor	9
Senior Sponsor	10
Band Director-Base	12
Band Director-4th 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)	4
Drama Choreographer (One play per year)	2
Newspaper	8
Student Council Advisor	6
Yearbook	8
Driver's Education Classroom & Road Time	\$15.00 per 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	3
SENIOR HIGH SCHOOL ATHLETICS	
Boys Football Head-Varsity	18
Boys Football Assistant 1	12
Boys Football Assistant 2	12
Boys Football-JV	12
Boys Football Assistant-JV	12
Boys Football Head-Freshman	9
Boys Football Assistant-Freshman	6.5
Boys Basketball Head-Varsity	18

Boys Basketball-JV	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 -JV	10
Boys Baseball-Freshman	9
Boys Golf	11
Boys Soccer-Varsity	11
Boys Soccer- JV	9
Boys Soccer- Freshman	8
Boys Tennis	11
Boys Hockey-Varsity	14
Girls Basketball-Varsity	18
Girls Basketball-JV	12
Girls Basketball-Freshman	9
Girls Softball-Varsity	14
Girls Softball JV	10
Girls Softball Freshman	9
Girls Volleyball-Varsity	18
Girls Volleyball-JV	12
Girls Volleyball-Freshman	9
Girls Diving	7
Girls Tennis-Varsity	11
Girls Tennis- JV	9
Cheerleader Coach- Varsity Football	6
Cheerleader Coach- JV Football	5
Cheerleader Coach-Varsity Basketball	6
Cheerleader Coach-JV 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- JV	9
Girls Soccer- Freshman	8

Schedule B Salary Schedule

Year of Service	STEP	B.A.
1-3	1	36,655
4-6	2	39,196
7-9	3	41,836
10-12	4	44,213
13-15	5	46,764
16-18	6	49,401
19-21	7	51,782
22-24	8	54,160
25-27	9	56,542
28-30	10	58,924

SCHEDULE C
Model Salary Schedule

Step	Salary
1	34,150.00
2	36,450.00
3	37,950.00
4	39,450.00
5	40,950.00
6	42,450.00
7	43,950.00
8	45,450.00
9	46,950.00
10	48,450.00

SCHEDULE D School Calendars

LINCOLN CONSOLIDATED SCHOOLS | MASTER CALENDAR | 06.23.2025

2025-2026

JULY 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST
 18..... Optional Staff Professional Learning
 19..... Opening Day-Teacher Work Day
 20-21..... Staff Professional Learning
 22..... Buildings Open
 25..... Opening Day with Students
 K-5 Elementary half-day; 6-12 Secondary full day
 29-1..... Labor Day Recess

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCTOBER
 10..... Students K-5 Half Day; 6-12 Full Day
 15..... Students K-12 full day; Parent-Teacher Conferences in the evening
 16..... Students K-12 half day; Parent-Teacher Conferences in the p.m. & evening
 17..... NO SCHOOL
 24..... End of First Quarter-MS
 31..... NO SCHOOL - Staff Professional Learning (QPD)

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER
 25..... End of Marking Period-Elementary
 26-28..... NO SCHOOL - Thanksgiving Recess – School Resumes December 1st

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DECEMBER
 5..... Students K-5 Half Day; 6-12 Full Day
 19..... Last day of classes - Winter Recess
 22-2..... NO SCHOOL – Winter Recess-School Resumes January 5th

APRIL 2026						
S	M	T	W	Th	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JANUARY
 5..... Classes Resume
 19..... NO SCHOOL - Martin Luther King Day
 21..... HS/MS Exams; 6-12 students report Half Day
 22..... HS/MS Exams; 6-12 students report Half Day
 23..... HS/MS Exams; 6-12 students report Half Day
 End of Second Quarter/End of First Semester-Secondary
 26..... NO SCHOOL – Work Day

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY
 13..... NO SCHOOL - Staff Professional Learning (QPD)
 16..... NO SCHOOL – Presidents Day Recess
 27..... End of Marking Period-Elementary

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH
 6..... Students K-5 Half Day; 6-12 Full Day
 12..... Students-K-5 half day; Parent-Teacher Conferences in the p.m. & evening
 Students 6-12 full day; 6-8 Parent-Teacher Conferences in the evening
 13..... NO SCHOOL - Staff Professional Learning (QPD)
 27..... End of Third Quarter- MS
 30-3..... NO SCHOOL-Spring Break-School Resumes April 6th

MAY
 22..... Students report Half Day
 25..... NO SCHOOL -Memorial Day
 29..... Students K-5 Half Day; 6-12 Full Day

JUNE
 3..... HS/MS Exams; Students 6-11 report half-day
 4..... HS/MS Exams; Students 6-11 report half-day
 5..... K-11 half-day-Teacher Work Day P.M.
 Last Day for students and teachers; End of Semester/Trimester

	NO SCHOOL	Optional Professional Learning	Parent Teacher Conferences	6-12 Half Day	First/Last Day of School
	Half Day of School	Professional Learning	Teacher Work Day	K-5 Half Day	
		177	Student Days	184	Teacher Days
				30	District Professional Learning Hours
*All calendars are subject to change based on legislative updates or state requirements.					

LINCOLN CONSOLIDATED SCHOOLS | MASTER CALENDAR | 06.23.2025

2026-2027

JULY 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST
 17..... Opening Day-Teacher Work Day
 18-20..... Staff Professional Learning (1QPD)
 21..... Buildings Open
 24..... Opening Day with Students
 K-5 Elementary half-day; 6-12 Secondary full day

SEPTEMBER
 4-7..... Labor Day Recess

OCTOBER
 2..... Students K-5 Half Day; 6-12 Full Day
 14..... Students K-12 full day; Parent-Teacher Conferences in the evening
 15..... Students K-12 half day; Parent-Teacher Conferences in the p.m. & evening
 16..... NO SCHOOL
 23..... End of First Quarter-MS
 30..... NO SCHOOL - Staff Professional Learning (QPD)

NOVEMBER
 24..... End of Marking Period-Elementary
 25-27..... NO SCHOOL - Thanksgiving Recess – School Resumes November 30th

DECEMBER
 4..... Students K-5 Half Day; 6-12 Full Day
 18..... Last day of classes - Winter Recess
 21-1..... NO SCHOOL – Winter Recess-School Resumes January 4th

JANUARY
 4..... Classes Resume
 18..... NO SCHOOL - Martin Luther King Day
 20..... HS/MS Exams; 6-12 students report Half Day
 21..... HS/MS Exams; 6-12 students report Half Day
 22..... HS/MS Exams; 6-12 students report Half Day
 End of Second Quarter/End of First Semester-Secondary
 25..... NO SCHOOL – Work Day

FEBRUARY
 12..... NO SCHOOL - Staff Professional Learning (QPD)
 15..... NO SCHOOL – Presidents Day Recess
 26..... End of Marking Period-Elementary

MARCH
 5..... Students K-5 Half Day; 6-12 Full Day
 11..... Students-K-5 half day; Parent-Teacher Conferences in the p.m. & evening
 Students 6-12 full day; 6-8 Parent-Teacher Conferences in the evening
 25..... End of Third Quarter- MS
 26..... NO SCHOOL – Good Friday
 29-2..... NO SCHOOL-Spring Break-School Resumes April 5th

MAY
 21..... Students K-5 Half Day; 6-12 Full Day
 28..... Students report Half Day
 31..... NO SCHOOL -Memorial Day

JUNE
 2..... HS/MS Exams; Students 6-11 report half-day
 3..... HS/MS Exams; Students 6-11 report half-day
 4..... K-11 half-day-Teacher Work Day P.M.
 Last Day for students and teachers; End of Semester/Trimester

JANUARY 2027						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2027						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2027						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NO SCHOOL		Parent Teacher Conferences	6-12 Half Day	First/Last Day of School
Half Day of School	Professional Learning	Teacher Work Day	K-5 Half Day	
	178	Student Days	184	Teacher Days
			30	District Professional Learning Hours

*All calendars are subject to change based on legislative updates or state requirements.

LINCOLN CONSOLIDATED SCHOOLS | MASTER CALENDAR | 06.23.2025

2027-2028

JULY 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

16..... Opening Day-Teacher Work Day
 17-19..... Staff Professional Learning (1QPD)
 20..... Buildings Open
 23..... Opening Day with Students
 K-5 Elementary half-day; 6-12 Secondary full day

SEPTEMBER

3-6..... Labor Day Recess

OCTOBER

1..... Students K-5 Half Day; 6-12 Full Day
 13..... Students K-12 full day; Parent-Teacher Conferences in the evening
 14..... Students K-12 half day; Parent-Teacher Conferences in the p.m. & evening
 15..... NO SCHOOL
 22..... End of First Quarter-MS
 29..... NO SCHOOL - Staff Professional Learning (QPD)

NOVEMBER

23..... End of Marking Period-Elementary
 24-26..... NO SCHOOL - Thanksgiving Recess – School Resumes November 29th

DECEMBER

3..... Students K-5 Half Day; 6-12 Full Day
 17..... Last day of classes - Winter Recess
 20-31..... NO SCHOOL – Winter Recess-School Resumes January 3rd

JANUARY

3..... Classes Resume
 17..... NO SCHOOL - Martin Luther King Day
 19..... HS/MS Exams; 6-12 students report Half Day
 20..... HS/MS Exams; 6-12 students report Half Day
 21..... HS/MS Exams; 6-12 students report Half Day
 End of Second Quarter/End of First Semester-Secondary
 24..... NO SCHOOL – Work Day

FEBRUARY

18..... NO SCHOOL - Staff Professional Learning (QPD)
 21..... NO SCHOOL – Presidents Day Recess
 25..... End of Marking Period-Elementary

MARCH

3..... Students K-5 Half Day; 6-12 Full Day
 16..... Students-K-5 half day; Parent-Teacher Conferences in the p.m. & evening
 Students 6-12 full day; 6-8 Parent-Teacher Conferences in the evening
 24..... End of Third Quarter- MS
 27-31..... NO SCHOOL-Spring Break-School Resumes April 3rd

APRIL

14..... NO SCHOOL – Good Friday

MAY

19..... Students K-5 Half Day; 6-12 Full Day
 26..... Students report Half Day
 29..... NO SCHOOL -Memorial Day
 31..... HS/MS Exams; Students 6-11 report half-day

JUNE

1.....HS/MS Exams; Students 6-11 report half-day
 2..... K-11 half-day-Teacher Work Day P.M.
 Last Day for students and teachers; End of Semester/Trimester

JANUARY 2028						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2028						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH 2028						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2028						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2028						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 2028						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2027						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NO SCHOOL		Parent Teacher Conferences	6-12 Half Day	First/Last Day of School
Half Day of School	Professional Learning	Teacher Work Day	K-5 Half Day	
	178	Student Days	184	Teacher Days
			30	District Professional Learning Hours

*All calendars are subject to change based on legislative updates or state requirements.

**SCHEDULE E
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).

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

3. 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. Hourly Rate Homebound: Per Diem Rate
5. Stipends:
 - a. Curriculum Leaders: \$4,000/year
 - b. Building Level Teacher Consultants: \$4,000/year
 - c. District Coordinators: \$5,000/year
 - d. Extra Preparation Period Stipends: \$50/prep over 2 per marking period
 - e. Split Class Stipend: \$1,000/year
 - f. EL Coordinator: \$5,000/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 – 2024-2025 and 2025-2026 School Year

1. Social Worker
2. Special Education Providers
3. Early Childhood Special Education Positions
4. Early Childhood Certified Lead Teacher
5. Spanish Immersion/World Languages

Appendix C

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

The Model 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