

LINCOLN CONSOLIDATED SCHOOLS

AND THE

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

MASTER AGREEMENT

2008 - 2011

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ARTICLE 1 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, for full-time and regularly scheduled part-time certified professional personnel employed by the Board of Education, including social workers, guidance counselors, school psychologists, certified librarians, deans of students and nurse; but excluding:

All supervisory or administrative personnel, including superintendent, administrative assistant to the superintendent, directors of programs including Title I director and reading director, athletic directors, principals, assistant principals, curriculum coordinator, business manager, all teachers in adult education and community education programs which are not part of the regular school day, summer school instructors teaching classes not requiring certification, individuals performing any extracurricular assignments who are not otherwise part of the bargaining unit, noon period supervisors, substitute teachers and temporary per diem teachers, aides, paraprofessionals, any personnel exercising supervisory or evaluative functions over members of this bargaining unit, any teacher engaged 50% or more of the time in administration, and all other employees of the Board of Education.

- 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.

ARTICLE 2
ASSOCIATION AND TEACHER'S RIGHTS

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection that are not contrary to law. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act, this contract or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any formal or informal grievance or complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Conversely, nothing herein shall require any teacher to be a member of, or participate in the activities of NEA, MEA, or the Association and the Association undertakes and agrees that it will not directly or indirectly interfere with any teacher in the performance of professional duties.

B. The Association shall have the right, upon prior request to the building principal, to use school room(s) at all reasonable hours that do not interfere with regular or previously scheduled uses, provided that such requests shall be initiated by a member of the bargaining unit as defined in Article I of this Agreement.

For this use, the Association agrees to pay the Board of Education an annual rental fee of \$25. However, it is further provided that when special custodial service is required, the Board may assess a reasonable charge.

C. The local unit of the Association shall have the right, upon receiving prior permission from the building principal or the person accountable, to use school typewriters, mimeographing or duplicating equipment, calculating machines and audio/visual equipment for Association business, on school premises, at reasonable times or when such equipment is not otherwise in use. The local unit of the Association will provide its own supplies and materials for the use of the equipment and agrees that it will not use, or attempt to use, the services of school employed clerical or secretarial personnel for the accomplishment of Association business. For the use of such equipment, the Association agrees to pay the Board an annual rental fee of \$25. It is further agreed that the local unit of the Association will indemnify the Board for loss or damage to such equipment, less reasonable wear and tear. This provision shall not be construed to give the Board the right to censor any Association communications.

D. Authorized representatives of the Association including MEA and NEA representatives shall have the right to enter the school building, or buildings, for the purpose of transacting official Association business during the school day. Provided that, prior to conducting business in the building, the representative shall inform the principal's office, and upon completion of such business, shall inform the principal's office. It is expressly understood that any Association representative shall not, during the course of any visit,

interrupt or interfere with normal school operation nor take a teacher away from a duty station or interrupt the instructional activity. This does not apply to "E" below.

- E. 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. The Association may use the District mail service, teacher mailboxes, telephone and voice mail systems and computer network for communicating with its members. All such communications shall be either official documents of the Association or be signed by the member of the Association originating the communication.
- F. 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.
- G. 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.
- H. The teacher shall be entitled to full rights of citizenship and the Board agrees not to discriminate with respect to professional employment of such teacher because of exercising the rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the Board provided such private and personal life does not in any way interfere with the teacher's performance of duties for which he or she is employed.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, or marital status.
- J. The Association may request that an item be placed on the Board agenda. The Superintendent will consider the request provided it is filed in the Superintendent's office no later than the Wednesday 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.

- K. Nothing herein contained shall be construed to prevent any individual teacher from presenting a concern and having it adjusted without intervention of the Association if the adjustment does not violate the expressed terms of this Agreement.

ARTICLE 3
BOARD'S RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their duties;
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;
 3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board; and
 4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this agreement, and then only to such extent as such specific and express terms hereof are in conformance with the Constitutions and laws of the State of Michigan and the United States.

ARTICLE 4
PROFESSIONAL DUES AND FEES IN PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of teachers dues for the LEA, MEA, and the NEA, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- B. Regular dues for the above-stated organizations shall be deducted together as one (1) deduction, in twenty (20) equal installments beginning the second paycheck.
- C. The Association shall, not less than fourteen (14) days prior to the first paycheck from which deductions are to be made each school year, give written notification to the Business Manager of the amount of its dues and those of the MEA and NEA, which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change during the entire school year.
- D. 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, or other such plans as are jointly approved by the Association and the Business Manager.
- E. Pursuant to the authorization of the employee, the Board agrees to promptly remit to the Association all monies deducted for membership dues to the Association/MEA/NEA, accompanied by an alphabetical list of teachers for whom such deductions have been made. The Association agrees to promptly advise the Board of all members of the Association in good standing from time to time and furnish any other information not otherwise available to the Board and which is needed by the Board to fulfill the provisions of this Article.
- F. All refunds claimed for dues of the Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- G. 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.
- H. The Association agrees to hold the Board harmless from any liability incurred in implementing this Article.

- I. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a Representation Benefit Fee to the Association an amount established by the Association, provided however that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding paragraph A. In the event that a teacher shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deductions as provided for in the above, the Board shall payroll deduct the amounts detailed by the Association pursuant to the authority set forth in M.C.L.A 408.477. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the representation fee by non-members shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year and deducted in equal installments from each remaining paycheck through the 21st paycheck. Only one change shall be made each fiscal year.
- J. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Board shall notify the Association of any suit of action immediately upon receipt. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board, including witness and attorney fees, as a result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents;
 2. The Association, after consideration with the Board, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal, regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal. Such decision will be made prior to any court or tribunal;
 3. The Association has the right to choose the legal counsel to defend any said suit or action;
 4. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
- K. Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security and payroll deduction provisions of this Article as they pertain to non-members, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

ARTICLE 5
TEACHING HOURS AND CLASS LOADS

- A. The normal teaching or work day for members of the bargaining unit shall be as follows:
1. Senior High and Middle School - 7:25 a.m. to 2:50 p.m. with a thirty (30) minute lunch period
 2. Elementary -

Bessie Hoffman - 8:25 a.m. to 3:50 p.m. with a thirty-five (35) minute lunch
Brick - 8:35 a.m. to 4:00 p.m. with a thirty-five (35) minute lunch
Model - 8:35 a.m. to 4:00 p.m. with a thirty-five (35) minute lunch
Redner - 8:35 a.m. to 4:00 p.m. with a thirty-five (35) minute lunch
Childs - 8:35 a.m. to 4:00 p.m. with a thirty-five (35) minute lunch
 3. Kindergarten - 8:35 a.m. to 4:00 p.m. with a thirty-five (35) minute lunch
- B. For days designated for staff development, and for the Teacher Work Day at the beginning of the year, work hours will be 8:00 a.m. until 3:15 p.m. There will be one hour for lunch.

C. Student class hours shall be as follows:

	Normal		Report a.m. only		Report p.m. only		Lunch
	Start	End	Start	End	Start	End	
Bessie Hoffman	8:40 a.m.	3:41 p.m.	8:40 a.m.	11:41 a.m.	12:40 p.m.	3:41 p.m.	35 mins.
Childs	8:50 a.m.	3:51 p.m.	8:50 a.m.	11:51 a.m.	12:50 p.m.	3:51 p.m.	35 mins.
Model-a.m.	8:50 a.m.	12:01 a.m.	8:50 a.m.	11:47 a.m.			35 mins.
Model-p.m.	12:36 p.m.	3:47 p.m.			12:50 p.m.	3:47 p.m.	
Redner	8:50 a.m.	3:51 p.m.	8:50 a.m.	11:51 a.m.	12:50 p.m.	3:51 p.m.	35 mins.
Brick	8:50 a.m.	3:51 p.m.	8:50 a.m.	11:51 a.m.	12:50 p.m.	3:51 p.m.	35 mins.
Middle School	7:40 a.m.	2:40 p.m.	7:40 a.m.	10:41 a.m.	11:39 a.m.	2:40 p.m.	30 mins.
High School	7:40 a.m.	2:40 p.m.	7:40 a.m.	10:41 a.m.	11:39 a.m.	2:40 p.m.	30 mins.

Kindergarten teacher lunch time, between sessions, is thirty-five (35) minutes.

Preschool program instructional time shall not exceed that of elementary teachers on an annual basis.

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

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

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

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

- F. The Board will endeavor to schedule the dismissal of elementary students from the buses no earlier than ten (10) minutes prior to the start of the student day (fifteen (15) minutes for secondary students). Emergency or extenuating circumstances may cause an earlier student arrival time.
- G. The hours set forth above are to be followed without deviation except in the event of emergency or act of God. Either party may request that the hours set forth above be reopened for negotiations should financial difficulties necessitate a change.
- H. In regard to secondary teachers in the Senior High School, it is to be understood that the normal class day will have six (6) periods, or thirty (30) periods per week and each individual teacher shall have not more than five (5) teaching periods per day or twenty-five (25) teaching periods per week. Secondary specialists who have classroom responsibilities are to be considered as classroom teachers with the same class load. Librarians, counselors, elementary specialists, and elementary and Middle School teachers shall have a scheduled preparation period as equal as possible in time as that guaranteed to high school teachers. Librarians, counselors, and Middle School and elementary specialists shall develop their work day with their respective supervisors. Elementary specialists are to have a normal working day no longer than other elementary teachers, with a thirty-five (35) minute lunch. In order to address elementary concerns, elementary preparation time will be developed after consultation with interested building staff.
1. The administration agrees that it is important that elementary students be with their classroom teachers the first half day of school. Therefore elementary special teachers will not see students the first half-day.
 2. The elementary librarians will close their work station a week early in order to do inventory and collect outstanding books.
 3. The elementary art teachers will not teach the last day of school in order to clean their equipment, inventory their room, and do the added work necessary in order to run a quality program.
 4. The daily elementary special teacher's schedule will not be modified without the agreement of the special teacher involved.
 5. Any modification of the elementary special teacher's schedule will be discussed with the teachers involved in a timely fashion, and if necessary with the Association if determined by the affected teachers.

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

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

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

- J. The Board reserves the right to assign a teacher, with that teacher's consent, to undertake additional teaching loads in excess of the normal teaching day, as above specified. Prior to the implementation of the above, the Association shall be notified and have the right to advise said teacher. The 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.

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.

- K. Teachers shall be required to attend open houses and parent-teacher conferences, but attendance at P.T.O. meetings and other P.T.O. sponsored activities is to be voluntary. If an open house is not scheduled at the high school, teachers will elect attendance at either honors convocation or commencement. If an open house is not scheduled at the middle school, teachers will elect attendance at either the fall school picnic or their grade level honors night. In addition to these meetings, the teachers shall also be required to attend a maximum of one (1) staff meeting per week except in cases of absolute necessity. At the elementary level, a minimum of one staff meeting per quarter will be designated a cross-district grade level meeting. Staff meetings would last no longer than one (1) hour. The Board agrees, when possible, to provide a forty-eight (48) hour notification prior to staff meetings.
- L. In keeping with past practice and the Board's recognition of the kindergarten teachers' double load, the kindergarten teachers shall be given two (2) additional half days prior to the midyear work day and final records day.
- M. Any professional staff required to participate in IEPT meetings held outside the normal work day (including recess, lunch and/or preparation periods) shall be compensated for the time spent in these meetings, in one of the following two ways:
1. Payment for a minimum of one-half ($1/2$) hour, up to a maximum of two (2) hours, based on the hourly rate for substitute teachers.
 2. Compensatory time off at either the beginning or end of the following day.

Any teacher involved in the aforementioned meetings shall have the choice in determining which of the alternatives listed above the teacher wants to exercise by completing a form furnished by the building principal.

- N. Should the Channel One program currently in place be removed for any reason, the currently designated time period will revert to its original use as instructional time.

- O. Due to the change to the middle school concept, the parties agree to discuss concerns regarding the middle school program (grades 6-8) as they arise.
- P. The parties agree that on the teacher preparation day, teachers will be given a half (1/2) day to work in their room unless otherwise mutually agreed.
- Q. For each day they provide service, teachers who provide homebound services will be compensated for the required amount of time they must see the student plus an additional 30 minutes for travel and preparation time. Mileage will also be compensated. Compensation will be based on the teacher's annual salary. Request for compensation for mileage should be submitted with the time sheet.

ARTICLE 6
JOB SHARING

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

6. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same student. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
7. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
8. No teacher in the district shall be involuntarily transferred in order to create shared time positions.
9. Job sharing assignments shall terminate at the end of each school year, if indicated in writing by either partner, or if the Board decides to eliminate one or all of the job sharing assignments. Early termination of any previously approved job sharing shall be by mutual agreement of building administrators and/or the teachers involved. In the event a layoff becomes necessary which affects a teacher involved in a job sharing position, the position may be terminated.

D. Shared time positions will be compensated as follows:

1. Teaching salary will be pro rated 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 prorated according to the fraction of the position for which the person is employed.

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

- E. Prior to the end of the school year, an evaluation of the job sharing position will be conducted by all parties involved.
- F. All staff meetings shall be attended on an alternate basis, the procedure to be mutually agreed upon between teachers participating in the job sharing program and the administration. Other professional commitments, parent meetings and in-services shall be attended as part of each teacher's regular duties with no extra compensation.
- G. A parent-teacher conference must be approved by the building principal prior to conference scheduling.
- H. Half-time is defined as: three (3) consecutive teaching periods at the High School and half (1/2) the student day at the Elementary and Middle Schools.

ARTICLE 7
SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having a handicapping condition (as defined in the Revised Administrative Rules for Special Education, November 2002) may require special education programming. If a teacher suspects that a possibly handicapped student is assigned to his/her classroom, the teacher needs to refer that child to the building administrator. The referral shall then be forwarded through a procedure determined by the administration. After evaluations have been completed, the administration shall commence an Individualized Education Planning Team (IEPT) meeting for such child to consider the problems of the classroom teacher and possible options in the child's programming. The classroom teacher, if known, shall be allowed to participate in the Team deliberations. The parties recognize that accommodating the needs of a special needs student may require ongoing attention and/or revision to meet the needs of a least restrictive environment. The administration shall take into account input from the regular education teacher when determining revisions, or need for revisions, in the child's IEP. Special attention will be given to reducing class size where special students are placed in the regular classroom. The Board shall minimize the number of special students placed in the regular classroom of newly-hired, inexperienced teachers.
- B. The parties, to assist the teacher, will cooperate to ensure that the psychological testing and social worker programs meet the needs of special students in the community.
- C. Problems regarding the special student program, to include but not be limited to, student/counselor ratio and employment of additional special education personnel, shall be referred to the Curriculum Development Committee, which in turn shall study the matter and make recommendations through the procedures established in Article 19, Section C.
- D. As local special education services are expanded to include children who currently receive classroom services outside of the District, this Article will be reopened as necessary to discuss and/or negotiate such concerns as class size, teacher aides, training for teachers who will be providing instruction to the child, involvement of the child's teacher(s) in planning, preparation of students and teachers for the child's entry into the District program, staff observation of the child in the current placement, and release time for training, planning and observation.
- E. In accordance with law, the Administration shall in its discretion designate the appropriate teacher(s) to attend and participate in the meeting of an Individual Education Planning Team (IEPT) which may initially place (or continue the placement of) a student in a regular educational classroom. Any teacher not so designated, but who has said student in a class taught by such teacher, may request to attend such meeting provided however, that 1) such attendance shall be without compensation or compensatory time under Article 5.M. and 2) such teacher(s) shall not be entitled to release time during the school day unless explicitly approved by their building principal. All building principals shall make reasonable efforts to ensure an opportunity for such teachers to offer oral or written input to the principal prior to such IEPT meetings in lieu of actually attending the meeting.

- F. 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.
- G. If a regular education class is scheduled to have more than ten (10) special education students, the district will meet and confer with the Association.

ARTICLE 8 TEACHING CONDITIONS

The parties recognize that optimum school facilities for both students and teachers are desirable to insure 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 insuring 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 make reasonable efforts to avoid excessive and unnecessary disparities in the number of teaching preparations between teachers within a single department.

1. It is the goal of both parties to endeavor to attain a kindergarten class size of twenty (20). However, once a class size exceeds twenty-five (25) students, one (1) hour of aide time per session, per day, shall be provided to the teacher. For each additional student assigned to the classroom above twenty-six (26), one-half (1/2) additional hour of aide time shall be provided.
2. It is the goal of both parties to endeavor to attain a first grade class size of twenty-five (25). However, once a class size exceeds twenty-seven (27) students, two (2) hours of aide time, per day, shall be provided to the teacher. For each additional student assigned to the classroom above twenty-eight (28), one (1) additional hour of aide time shall be provided.
3. It is the goal of both parties to endeavor to attain in the second through sixth grades a class size of twenty-eight (28). However, once a class size is at thirty (30) students, two (2) hours of aide time, per day shall be provided to the teacher. For each additional student assigned to the classroom above thirty-one (31), one (1) additional hour of aide time shall be provided.

When class numbers for elementary and kindergarten specials (except media) exceed the goal of thirty (30), the affected teacher will receive compensation of One Dollar (\$1) per day for each student over thirty (30) for each day that the numbers enrolled and in attendance in a class exceed thirty (30) students. The payment calculation shall not begin to accrue until the first day of the third week of school for students. Pay will be calculated and paid at the end of each semester.

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

For purposes of this Article, "in attendance" shall mean that the student has appeared as a student in the classroom.

The student count date to determine the need for classroom aides will be the first day of the third week of school for students. By Thursday of that week, aides will be placed in classrooms which qualify. Regardless of classroom counts after the designated count date, an aide will not be removed and no new aides assigned until the end of the marking period.

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

4. In recognition of the increased workload involved, if the district decides to create split grade level classes, the Board and Association will meet to determine a reasonable class size limit.
5. It is the goal of both parties, at the secondary level, that the combined total of students assigned to a teacher not exceed one hundred fifty (150) per day.
 - a. No more than thirty-three (33) students shall be placed in a class, including health, without consent of the teacher. This language shall not apply to the curriculum areas of physical education, instrumental music, vocal music, and study hall.
 - b. It is the goal of both parties that the number of students admitted to a class shall not exceed the number of work stations available. In no case shall the number of students admitted to a class exceed the number of work stations, by more than two (2), without consent of the teacher.
 - c. If the total size exceeds one hundred fifty (150) students per day or an individual class exceeds thirty-three (33) students, the affected teacher will be compensated at the rate of One Dollar (\$1) 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 after the first day of the third week of school for students. Payment will be made to the teacher at the end of each semester. Middle School homebase students will be excluded from the one hundred fifty (150) students per day calculations.

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

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

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

6. Special education K-5 students who are designated TC, RR, or BC (self-contained classroom students who spend more than fifty percent (50%) of their time in a regular classroom) and who are placed in a special education program for more than five (5) hours a week will be counted as 1.5 students for class size purposes.
 7. 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 in each school adequate typing, duplicating, stencil and mimeograph facilities and mail service to 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 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 chalkboard 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.
- 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 teachers' lounge in each school building.
- N. All teachers shall be informed of the status of their written budget or program requests submitted to the building principals. They shall be informed what items have been ordered; what items are being held for further consideration; and what items have been denied along with the reasons for denial.

- O. Teachers shall not be required to change diapers or administer injections, do tracheotomy suctioning, clean intermittent catheterization or do tube feeding for students except in emergency situations.
- P. The classroom teacher shall determine whether a student passes or fails a class. The parties agree that the evaluation of student performance, grades and promotion, is the responsibility of the professional staff within the bargaining unit, since such individuals have firsthand knowledge of the student's skills, abilities, and achievements. The grade given to a pupil by a teacher shall not be changed unless the teacher agrees to the change or a majority of a Review Panel approves the grade change.

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

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

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

- Q. The district will be providing for teachers Network (Electronic Mail and Electronic Bulletin Board) and Internet access, hereinafter referred to as Network, for educational purposes. As such this access will (1) assist in the collaboration and exchange of information (2) increase productivity, efficiency, and effectiveness of teachers, and (3) enhance information gathering and communication skills. The intent of this agreement is to ensure that the district has a reliable, safe and effective communication network available at all times. In recognition of the complexity of the district computer network system, and the necessity of each teacher to have access to the system, we agree that:
1. Each teacher will be responsible for policing his/her own actions by using the system for appropriate uses only.
 2. The district will provide training opportunities in the use and application of available district technology and may require demonstrated proficiency, prior to 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. The district will purge all non-active files older than one year.
 6. Each teacher will be responsible for making an effort to monitor the actions of students in the appropriate use of technology.

ARTICLE 9
PROFESSIONAL ASSIGNMENTS

- A. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the preceding first day of June. 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. If teachers are evaluated for a Schedule B assignment, the evaluation will be kept in the supervisor's file and not in the teacher's professional personnel file unless requested by the teacher. 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, but mentor teachers shall not be responsible for evaluating probationary teachers, which shall remain the prerogative of the Administration.
 - 2. The Board reserves the right to unilaterally appoint persons to serve as master or mentor teachers for all purposes for which such persons are required by law. Such individuals may be appointed from either inside or outside the bargaining unit, as deemed appropriate by the Board. Provided, however, that the Board shall give good faith and reasonable consideration to an internal applicant from within the tenured teaching staff who meet the qualification standards which may be established by the Administration. Appointments shall be for three years unless the mentor, mentee, or building administrator requests a change. If a change is requested, the mentor, mentee and building administrator will meet, confer and reach consensus on the request. If consensus is not met, the matter will be referred to the Assistant Superintendent with input from the Association.

3. Minimum requirements for applicants for mentor teaching positions shall include successful prior teaching experience, familiarity with current educational philosophies of instruction and genuine willingness to work cooperatively with any District Administrator(s) responsible for supervision of the probationary teacher.
4. The compensation rate for mentor teachers shall be 3.0% of the BA base salary.
5. No member of the bargaining unit shall be involuntarily assigned to serve as a mentor teacher.
6. Any member of the bargaining unit that is appointed as a mentor teacher shall be provided with release time if necessary for training as a mentor to be scheduled during their regular duty hours.

D. Department Chairs

1. The high school will have a department chair for each of the following departments: Language Arts, Science, Social Studies and Math.
2. The teachers in each department shall, three 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 end of the school year.
3. 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.
4. 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.

ARTICLE 10
VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A vacancy shall be defined as any position, either newly created, restored, or a present position, administrative or teaching, that is not filled but which the Board intends to fill. When it becomes known to the Board that a position will be vacant, the Board agrees to post notices of the vacancy immediately (within 5 working days). This vacancy will be posted at each school building on the bulletin boards where notices to teachers are usually posted and posted on the Lincoln web page. Vacancies shall be posted for a minimum of 5 business days. A notice of any vacancy in any position at Lincoln consolidated school will be emailed to the teachers. Vacancies will be filled within seven weeks (35 working days) unless an agreement for an extension is reached with the Association.

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

- B. Teachers will be expected to file a letter of interest for any openings. The teacher will be interviewed and/or contacted regarding their status in relation to positions for which they have applied. Transfer, for the purposes of this Agreement, shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit.
- C. If a teacher requests, a building administrator, within his/her own building, may reassign a teacher to a position for which they are certified and qualified, before a vacancy is posted. A teacher may have a request on file with central office, appropriate building administrators and department heads their desire to seek a transfer. This request must be renewed annually. If a request is on file, the teacher must be notified of applicable vacancies in a timely manner by their building administrator or central office.

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

- D. Teachers shall not be denied a new assignment or transfer during the school year purely because it may cause disruption to affected programs and students. Instead teachers will be given normal consideration. If a teacher is selected a date for the start of the new assignment or transfer shall be determined by the Superintendent and the Association and the teacher shall be reassigned/transferred at that time.
- E. The Board agrees that involuntary transfers will be minimized by avoiding involuntary transfers unless such a transfer is deemed educationally necessary or in the best interest of students. Ten (10) days prior to the effectuation of any involuntary transfer, the Board shall provide the affected bargaining unit member and the Association with

reasons for the transfer. The administration will confer with the Association regarding transfers when a new building is opened or grade levels of a building are reconfigured.

Whether looking at the entire teaching staff, or a subset of the staff, seniority will always be determined by the established seniority list for the WCEA at Lincoln Consolidated Schools. All transfers will be based upon a teacher's certification and qualification for the vacant position.

- F. When sections of a grade are moved to another building, and there are no volunteers to move, the least senior teachers, according to the district seniority list, teaching in that grade in that building will make the move. If sections of a grade are being eliminated or moved to another building, displaced teachers will be reassigned before vacancies are posted. Also, displaced teachers will be placed within their grade level as a first consideration. This language will be followed, when possible, for elective area and special education teachers.

The following steps will be followed:

1. Volunteers will be solicited to transfer.
2. If the volunteers are from that same grade level and same building, then they will transfer to a vacant position in that same grade level in a building of their choice where the vacancy exists. If there are more volunteers than are needed, then the administration will select from the volunteers. The selection process may include an interview.
3. If there are not enough volunteers (or if displaced teachers are not selected for a vacancy of their choice) and displaced teachers remain in that grade and building, then those displaced teachers will be given a choice of moving to another building where there are vacancies in any grade or remaining in their current building in another grade. If more than one teacher wants a position, then administration will select which of those teachers will transfer. The selection process may include an interview. If displaced teachers request to remain in their current building, then volunteers to transfer will be solicited from other grades in that same building.
4. If there are no volunteers, then the displaced teacher will be asked to choose from current vacancies in any grade in any building. If more than one displaced teacher chooses the same position, seniority will determine the selection.
5. A displaced teacher who has ten or more years seniority and s/he is the least senior, according to the district seniority list, s/he may displace the least senior teacher in the same grade in the district or the least senior teacher in their current building.
6. When a new building is opened, if a teacher with more seniority than the person that the above process identifies as eligible to transfer would like to transfer, he/she will be considered for a position in the new building.

- G. Before any voluntary transfers or assignments are honored, an involuntarily transferred teacher will be given priority, upon written request to central office, for return to his/her former position, if available, or priority for reassignments in a building, or program or grade level as identified by the teacher's written request. This priority is in effect until an offer consistent with the teacher's annual written request is made.
- H. Special education teachers and regular education teachers may trade teaching assignments for one year under the following provisions.
1. Both teachers are certified and qualified for the positions to be traded.
 2. At the conclusion of the year either teacher or either principal may end the trade and the teachers must return to their original positions.
 3. In the event of reductions in personnel, the teachers will be placed in their original positions for the purpose of determining who will be laid off in accordance with the provisions of Article 20.
 4. There will be no more than two trades in a given school year.
 5. A request to trade must be no later than June 30 for the following school year.

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 an ten (10) day sick leave allowance. If the individual teacher has taught at Lincoln or its predecessor 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. The unused portion of such allowance shall accumulate from year to year. In the event a teacher leaves the employ of the Board before the end of the school year, that teacher's sick leave for that year shall be computed at the rate of one (1) day per month for zero (0) through four (4) years' experience or one and two tenths (1.2) days per month for five (5) or more years' experience. In the absence of applicable leave credit, payroll deductions for the time lost shall be made for the work period in which the absence occurred. Sick leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability:

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

2. Illness in the Immediate Family:

- a. The teacher may use accumulated sick leave for illness in the family. After 30 calendar days, administration may request documentation from a medical provider.

3. Funeral or Death:

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

4. Medical or Nursing Care:

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

5. When a teacher chooses to use accrued sick leave in conjunction with a pregnancy or adoption, said pregnancy or adoption shall be treated like any other illness or disability to the extent required by law. Additional leave, without pay, is available to teachers in Article 14, Section D. Paternity leave will be treated the same as maternity leave.
 6. Additional days may be utilized for the above reasons on the approval of the Superintendent.
- B. In the event a teacher received benefits under the Worker's Compensation Act due to injury during the course of employment, accumulated sick leave days may be used to supplement the award until exhausted, but not in such a manner as to exceed the normal daily rate of pay. In no event shall a teacher's sick leave account be charged more than the exact portion of the day used to supplement the award. Should this supplemental pay be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.
- C. ' In the event of an absence due to personal, critical, or emergency illness, teachers will be required to make proper notification not later than 7:30 a.m. for grades K-5, and 6:30 a.m. for grades 6-12 of the expected day of absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do. In order to receive payment for the day of absence without proper notification at the time hereinabove specified, it will be necessary for the teachers to file with the building principal a written statement concerning the reasons for failure to notify. Notification for leave for a funeral or a death of a person is expected as soon as practicable to the Superintendent or the building principal.
- D. 1. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness or disability, up to the end of the school year. Any such leave may be renewed each year upon written request of the teacher, within the discretion of the Board.
2. In the event an employee is absent because of illness or injury and has exhausted accrued sick leave, the insurance provision as provided in this contract shall be continued in effect for the balance of the school year. Those employees having ten (10) or more years of service, after the expiration of the school year stated above, shall be eligible for health insurance coverage only for up to a combined total of twelve (12) months.
- 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. This does not apply in the case of extended absence.

- G. A teacher may be required to present evidence of illness or other circumstances defined in this Article for absence immediately preceding or following a vacation or holiday period for these days to be counted as sick leave. A teacher may be required to present evidence of illness or other circumstances defined in this article for absence on the second consecutive professional development day for these days to be counted as sick leave. In determining second consecutive professional development day, absences from the previous year will be included. Such reasons, depending upon their validity may be approved or disapproved.
- H. The Board agrees to provide written notification to each teacher at the beginning of the year as to the status of that teacher's sick leave allowance accumulation.
- I. In order to provide continuity within the classroom between teacher and pupils, a teacher shall notify the Superintendent's office in writing of inevitable disabilities (e.g., scheduled surgical or medical incapacitation, etc.) as soon as such disability is known to the teacher. The administration will treat such notification on a confidential basis. Immediately after such notification, the teacher shall furnish a physician's medical certificate attesting to:
1. The teacher's ability to continue to perform the duties normally required.
 2. That the continuation of such duties will not present a health or safety hazard to the teacher, any unusual risk to an unborn child, or any other individual that the teacher might normally be associated with in the performance of normal duties.
 3. The date when performance of duty should cease. The beginning and ending of such disabilities shall be scheduled to conform as nearly as possible with the beginning and ending of periods, semesters or natural breaks in the school year. In cases of extended absence, the replacement will be brought in prior to the beginning of the leave for an adequate amount of time to provide for orderly transition and to maintain curriculum continuity. The administration will consult with the teacher to determine the appropriate time.

ARTICLE 12
PROFESSIONAL AND PERSONAL LEAVE

- A. PROFESSIONAL BUSINESS LEAVE: The Board recognizes the potential value of teacher and staff attendance at clinics, conferences, and conventions. Each teacher may apply for one (1) or more professional conference day(s) without loss of salary for the following:
1. Making visitations to view other instructional techniques or programs.
 2. Attending educational conferences, workshops or seminars including MEA-and NEA-sponsored events not involving arbitration, negotiation, or grievance processing.
 3. Application for use of professional business days shall be made in writing to the teacher's building principal with a written explanation of the expected benefit of the program/clinic/etc. to the Lincoln Consolidated Schools. The building principal shall forward the application, together with his/her recommendation, to the Superintendent of Schools (or his/her designee) for final approval or denial.
 4. As valuable as such meetings are, however, there are limitations of attendance which must be recognized.
 - a. Any meeting or occasion which takes the teacher from the classroom for one (1) or more days is a serious matter, and can only be approved for a valid reason. The value of a conference must be justified before approval for attendance will be given.
 - b. Permission in general will not be granted for a group of teachers from the same department to attend the same conference. Where conferences involving more than one (1) member of a department are held, attendance should be rotated.
 - c. State-wide committee appointments which involve the teacher being absent from the classroom must receive approval from the Board of Education. This request should come directly to the Board from the sponsoring group.
 - d. Teachers who wish to attend a conference should apply at least fourteen (14) days prior to the date the conference is to be held, whenever possible. This request must first be approved by the building principal and then forwarded to the Superintendent for action. The teacher shall be notified within seven (7) days of application.

- e. The school budget provides a limited amount of funds to cover expenses of teachers who attend educational conferences or visitations as listed in 1 and 2 above. Teachers attending approved professional conferences and/or visitations for professional development who are not eligible to receive reimbursement from grants or other funding sources shall be reimbursed up to \$60 for expenses incurred while attending the out-of-district activity.
- f. Teachers and staff members who attend educational conferences are encouraged to share what they have gained from the conference with other teachers and staff members.
- g. The teacher may be requested to file a report with the Superintendent within (1) week of attendance at such visitation, conference, workshop, or seminar.

B. PERSONAL BUSINESS 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 business. At the end of each school year, any unused personal business days shall be added to the individual's sick leave days. Personal business leave 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 business days for sick leave.
- 2. A teacher planning to use a personal leave day(s) shall notify the personnel office at least two (2) business days in advance except in cases of emergency. Failure to give notification in advance, or upon return in emergency situations, shall result in a payroll deduction for the time lost and in case of abuse, additional disciplinary sanctions may be imposed.
- 3. Personal business leave days may only be used for legitimate and necessary business or personal obligations which cannot reasonably be scheduled outside of the teacher's normal duty day. Personal business leave may not be used immediately before or after a vacation or holiday period, or on any teacher duty day when students are not present for all or part of the day, except where approved by the Superintendent of Schools as being either an "Emergency Situation" or an "Extenuating Circumstance".
- 4. It is understood that business days may be taken in blocks of one-half (1/2) days. A teacher may not schedule more than two consecutive personal business leave days.
- 5. The Administration may limit the number of teachers scheduled to be on personal business 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. A teacher called for jury duty must report all monies paid for jury duty which will be deducted from accrued salary. In order to receive the difference between jury duty pay and scheduled teacher's compensation, the teacher must have made diligent efforts to have been excused from such duty as is provided by law.
- D. A teacher shall be released from duty when subpoenaed to give testimony before any judicial or administrative tribunal. When a teacher is to appear in any school connected dispute, the teacher shall be released with pay, provided the period may not exceed one (1) day without approval of the Board of Education or designee. Advance notice shall be given whenever possible. This provision shall not apply when a teacher is voluntarily testifying against the district or when the teacher is a party to the action.
- E. Fifteen (15) Association leave days shall be granted, their use to be determined by the President of the local unit of the Association. This is not to be counted as any other leave. The first ten (10) days will be paid by the Board. The next five (5) days will be paid by the Board with the Association reimbursing the Board for the cost of the substitute. Association days may be taken in half-day (1/2) increments. Notification will be made in letter form two (2) days prior to such leaves.

ARTICLE 13
SABBATICAL LEAVE

- A. Sabbatical leave may be granted at the discretion of the Board of Education in accordance with Section 1235, part two of the School Code of 1976. 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.

ARTICLE 14
UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university reasonably related to the teacher's professional responsibilities.
- B. A military leave of absence shall be granted to any teacher who shall be inducted into or enlist for military duty in any branch of the armed forces of the United States. Upon return from leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.
- C. Reasonable leaves of absence may be granted without pay in 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.
 - 1. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board and subject to being physically and mentally able and subject to the availability of a position, the teacher shall be assigned the same or an equivalent position. If a position is not available, priority will be given on the substitute list.
 - 2. In the event the need for the leave is resolved prior to the start of the leave, the teacher shall remain in the same teaching position, provided a written contract has not been approved and signed by the Board for the teacher's replacement. The provision of this section regarding replacement teachers is to be exclusive of permanent substitutes.
 - 3. The leave may be extended by the Board for one (1) year by the written request of the teacher.
 - 4. A teacher on leave shall file with the Superintendent no later than the March 1 preceding the September scheduled return, a letter of intent to return. Written notification of intent to return for periods ending during the course of a school year shall be no 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.
- D. Childcare leave without pay is available to teachers. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board, provided the teacher has completed at least one (1) year of successful teaching in the district prior to the commencement of the leave.
 - 1. As nearly as possible, the beginning date of the leave should conform to the beginning or ending of a marking period, semester, or school year, but can be modified as conditions require.

2. Notification of intent to return shall be in accordance with paragraph C4 above.
 3. Failure to return from a childcare leave on the date specified shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.
 4. A teacher may make written application to the Superintendent or his designee for reinstatement prior to expiration of the leave granted, subject to the provisions of C.1. above.
 5. In the event of death of the object child of the leave, the teacher may request termination of the leave under the provisions of C.1. above.
- E. The granting of leave under provisions of this Article shall not interrupt seniority and rights attendant thereto. Upon return from such leaves, 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.
- F. 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.
- G. A leave of absence not to exceed four (4) years may be granted to any teacher upon application for the purpose of campaigning for, or serving in a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the system during such period.
- H. Teachers elected or otherwise selected to serve on the Governing Board of an area teacher center may be allowed adequate leave time to attend meetings and activities related to the office.

ARTICLE 15
ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers, and no unusual limitations shall be placed upon studying, investigating, presenting, and interpreting facts and ideas concerning human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility and respect for community mores.
- 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.
- 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 16 TEACHER EVALUATION AND PROGRESS

The parties recognize the importance to the educational program and curriculum of a procedure for assisting in evaluating the progress and professional abilities of both newly employed and experienced personnel. Evaluation should be directed toward maintaining and improving the quality of instruction and curriculum provided to district students and to help the teacher succeed in respective assignments in furtherance of that goal. The following procedure has been developed to accomplish our stated purposes.

Probationary teachers will be evaluated annually. Tenure teachers will be evaluated at least once every three years. Evaluations shall be conducted by the building principal or assistant principal. Teachers in multiple buildings will be evaluated by one of their building administrators. Evaluations may be conducted by another administrator with the consent of the District and the Association.

Each teacher will receive at least two observations during the evaluation process. These observations will be scheduled with the mutual consent of the administrator and the teacher. Each of the scheduled observations shall be for not less than thirty (30) minutes. In the course of the regular evaluation process, all monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems shall be strictly prohibited during the evaluation process.

At the request of either the teacher or the administrator, prior to each observation, the administrator responsible for conducting the observation shall hold a pre-observation conference with the teacher to be evaluated. This pre-observation conference shall take place not more than ten (10) work days before the scheduled visitation, unless otherwise mutually agreed.

After each observation there will be a post-observation conference to review what was recorded during the observation. The observation forms shall be dated and signed by the teacher at the time of the observation conference. The teacher's signature shall be interpreted to mean knowledge of rather than agreement with the contents. The teacher will also have an opportunity to present other information that will assist the administrator in determining whether the evaluation standards are being met. At this time the administrator should indicate areas for which they feel they need more information prior to completing the evaluation document. This post-observation conference shall take place not more than ten (10) work days after the scheduled visitation, unless otherwise mutually agreed.

There will be a final evaluation conference. This meeting may be waived with the mutual consent of the teacher and administrator for a satisfactory tenure teacher. At this conference, the principal shall present a rough draft of the evaluation of the teacher and the principal and the teacher will be given the opportunity to suggest alternate comments which are desired and agreeable to both parties. This rough draft will be finalized, signed and filed with the Superintendent with copies for the teacher and the principal. If the teacher disagrees with the contents of the evaluation, the teacher will be allowed to attach comments. These comments will be attached to and made part of the evaluation. A teacher who feels that they have not

been evaluated fairly, has the right to a meeting with the Superintendent, with representation by the Association if requested.

Media specialists, counselors, school psychologists, social workers, and others who may need modification of the evaluation form, shall meet with their respective building administrator to mutually agree upon the criteria to be utilized in formally observing/evaluating the performance of these employees. This language does not prohibit the administrator from establishing administration goals to be achieved by the special teacher.

A. Time lines for evaluation process:

A meeting will be held for all teachers being evaluated during a school year. This meeting can be a group meeting or individual meeting and will be held prior to the first observation. Before this meeting each teacher will be given a packet of materials related to the observation process. Because of the differences in teaching strategies and subject content at the various school levels, each principal shall design his/her own form and procedure regarding taking notes on observations. This packet shall include the name of the administrator doing the evaluation, the administrator's observation form and the evaluation form, including the descriptors and examples. The purpose of the meeting is to review and discuss the materials and the evaluation process.

1. Probationary teachers:

The first observation will take place between the end of the third week and the beginning of the tenth week of school. After a probationary teacher has received one satisfactory evaluation, for subsequent evaluations, the first observation will take place between the end of the third week of school and the beginning of the week prior to the start of winter break.

The second observation will take place between the first week after winter break and March 30. However, there must be a minimum of 60 calendar days between the two observations.

The final written evaluation conference will take place by March 30.

In the first year of the probationary period, an Individualized Development Plan (IDP) will be developed at the first post-observation conference. In subsequent years the IDP will be revised and reviewed at the first post-observation conference.

The IDP will also be revised and reviewed at the final evaluation conference.

2. Tenure teachers:

The first observation will take place between the end of the third week of school and the beginning of the week prior to the start of winter break.

The second observation will take place between the first week after winter break and May 1st.

The final evaluation conference will take place by May 1.

If a tenure teacher's overall evaluation is unsatisfactory, then an Individualized Development Plan (IDP) will be developed at the final evaluation conference. The IDP will be reviewed and revised at the first post-observation conference and at the final evaluation conference at the end of the year. This process will continue until the teacher has a satisfactory evaluation.

The above cited evaluation periods will be modified as warranted and appropriate, by the mutual agreement of the Board and Association, for probationary teachers employed for less than a full school year.

- B. All teachers will receive an overall rating of satisfactory or unsatisfactory. In addition, each subheading of each standard will be marked using the following guide: Exceeds Expectations--exceeds performance requirements; Meets Expectations--meets performance requirements; Below Expectations--does not meet performance requirements; Unsatisfactory--consistently does not meet performance requirements. The district's expectations are based on the National Board for Professional Teaching Standards' definition of the high levels of knowledge, skills, and commitment that effective teachers must demonstrate.
- C. Due to the new evaluative procedures outlined here, adequate teacher and administrative in-servicing will need to take place to promote understanding and proper use of the process and forms. The Board agrees that its representatives and representatives of the teaching staff will meet to review and/or revise the newly adopted evaluation procedures. These meetings will take place annually for the life of this contract.
- D. Recognizing the special needs of probationary teachers in becoming oriented to the district, and to improve the quality of instruction, the parties agree to cooperate in the formalization of a voluntary teaching coach program. Two (2) "teaching coaches" should be assigned to every probationary teacher upon entry into the school system. Insofar as possible, each "teaching coach" shall be a tenure teacher with a minimum of five (5) years of teaching experience and shall be engaged in teaching in the same grade, building or discipline as the probationary teacher. It shall be the duty of each "teaching coach" to assist, observe and counsel the probationary teacher for the purpose of acclimating the teacher to the teaching profession and the district, but in no way shall they be involved in the evaluation process.

Non-tenure (probationary teachers) may be provided up to one (1) day of release time by the building principal to observe the techniques and teaching methods of other, more experienced teachers selected by the principal.

- E. The evaluation of bargaining unit members not eligible for tenure shall follow the same procedure outlined above.

- F. Special education personnel and any other professional covered by the special education law shall have the same protection as all teachers in the district. Therefore, they will have only one administrator who formally evaluates them: their respective building administrator.

In recognition of the importance of special education rules and regulations, the special education administrator(s) may have input into the evaluation process by informing the principal of any special education issues necessary for consideration.

The special education administrator(s) may observe the teacher in accordance with the procedure outlined in this contract and may give verbal or written constructive suggestions to the teacher. This will not be part of the teacher's personnel or tenure file.

- G. If both the teacher and building administrator agree, a tenured teacher may choose to use the following professional growth plan for the evaluation process.

The purpose of the professional growth plan evaluation is to monitor/guide professional growth and improve teacher performance and effectiveness.

1. In a professional growth plan evaluation, teacher growth will be rated using the following guides:

EX = GROWTH EXCEEDS EXPECTATIONS. Even for master teachers, this category should not be the average; this rating should be reserved for individuals who have extraordinary growth.

FM = PERFORMANCE FULLY MEETS EXPECTATIONS. It is expected that most employees will attain this rating.

PM = PERFORMANCE PARTIALLY MEETS EXPECTATIONS. The individual falls short of expectations but indicates some growth is evident. This rating indicates improvement is needed and that an improvement plan should be developed.

DN = PERFORMANCE DOES NOT MEET EXPECTATIONS. This rating indicates the teacher did not perform in an acceptable manner and that significant growth is still needed. It is a warning that significant improvement is needed. Few individuals should receive this rating.

NA = CATEGORY NOT APPLICABLE

2. The professional growth plan evaluation shall be developed by the employee and the building principal (or his designee) prior to October 15 and reviewed between May 1 and June 1 at the end of the school year. It is understood that the professional growth plan measures a specific objective and therefore shall not be used as an evaluation of the employee's total job performance.

ARTICLE 17
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. Required medical information;
 2. All teacher evaluation reports;
 3. Copies of annual contracts;
 4. Teacher certificate;
 5. A transcript of the academic records;
 6. Tenure recommendation, if any.
- B. Complaints against the teacher shall be put in writing with the names of the complainants. No complaints or materials may be placed in the official personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of that file. If the teacher is asked to sign material placed in that teacher's file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material unless specifically indicated otherwise. The Board agrees that any such response shall be released in any FOIA request which include a complaint that has been responded to. In the event any disciplinary action is taken against a teacher and subsequently overruled or a final determination is made thereof through the grievance procedure, only the final action shall remain as a part of the personnel file.
- C. Procedures used in implementing the Freedom Information Act (FOIA) as it applies to the 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 18
PROFESSIONAL BEHAVIOR

- A. A teacher shall at all times be entitled to representation by the Association when a teacher is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in performance, and makes a request for such representation. No action shall be taken with respect to the teacher until such a representative of the Association is present.
- B. No teacher shall be disciplined or reprimanded without just cause. It is expressly understood that the grievance procedure shall not apply in those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). All information forming the basis for disciplinary action or reprimand shall be made available to the teacher and the Association. If disciplinary action or reprimand is based on accusation from within or without the school, the teacher shall have the right to be faced with the teacher's accusers.
- C. The Board subscribes to the concept of progressive discipline as recognized by current case law.
- D. Principals shall complete a form regarding parent or student compliments, complaints, and concerns, if the compliments, complaints, or concerns involve a teacher and are put in writing. Unless there are issues regarding confidentiality because of potential legal or criminal liability, the Principal will place a copy of the completed form in the teacher's mailbox no later than twenty-four (24) hours from receipt of the written document.

ARTICLE 19
SCHOOL IMPROVEMENT COMMITTEE

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

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

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

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

- C. CURRICULUM DEVELOPMENT COMMITTEE: There is hereby established a Curriculum Development Committee. It will provide for continuity of development from kindergarten through grade twelve. The Curriculum Development Committee, in conjunction with the Curriculum Director, will review, provide feedback, and approve, on an ongoing basis, any proposed changes to the curriculum, courses, and textbooks. One member of the committee will be a voting member of the DSIC and help the two committees to coordinate functions by serving as liaison. It is understood that the administration or anyone on the staff has the right and is strongly encouraged to submit curriculum ideas or bring specific concerns to the attention of the committee for its consideration.

1. MEMBERSHIP OF THE CDC:

It shall be composed of one teacher member per building, one teacher member from special education, and the Curriculum Director, who will be in charge of directing the activities of this committee. The teacher members of the committee shall be recommended by the Association for approval by the Board of Education for a one year term. The decision of the Board shall be final. They will meet a minimum of once a month throughout the school year. These members shall be granted release time from their teaching duties when the committee meets during regular duty hours. The teacher members of the committee will be compensated at one percent (1%) of the B.A. base.

The DSIC representative will be compensated at one-and-one half percent (1.5%) of the B.A. base.

- D. PROFESSIONAL DEVELOPMENT COMMITTEE: There is hereby established a Professional Development Committee created to provide activities for professional improvement in areas identified by the CDC, and DSIC or individual activities. The Professional Development Committee, in conjunction with the Curriculum Director, will be responsible for providing direction and guidance regarding the content of all staff development. Teachers may take advantage of activities offered by the District or they may attend activities outside of the District with the approval of the Professional Development Committee, if funded by the Board. Teachers will be expected to furnish proof of attendance and registration for these activities.
1. MEMBERSHIP OF THE PDC: The Professional Development Committee shall be composed of a teacher member from each building and the Curriculum Director. The teacher member shall be recommended by the Association for approval by the Board of Education for one year terms. The decision of the Board shall be final. The teacher member shall be paid one percent (1%) of the B.A. base.
 2. PDC BUDGET: The Professional Development Committee is responsible for the spending of their own budget which will be funded out of the general fund of the school district and disbursed among buildings.
- E. PUBLIC ACT 25/ACCREDITATION DAYS: One half day per semester will be used to accomplish identified goals as directed by the state of Michigan to comply with Public Act 25/Accreditation. The use of these days will be determined by the PDC in conjunction with the DSIC.
- F. 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 20
REDUCTIONS IN PERSONNEL

- A. In the event that this district shall be combined with one (1) or more districts, the Board will use its best efforts to secure the continued recognition of the Association and the continued employment of local Lincoln members in the successor district.
- B. No teacher shall be laid off except in cases of necessary reduction in personnel and advance written notice of the necessary reduction shall be given the Association in writing. Each teacher who is to be laid off shall be given ten (10) days written notice.
- C. In accordance with the provisions of this Article, the parties hereby agree that prior to the layoff of professional staff, the Association will be notified and a meeting shall be held between the Association Representative(s) and the Board Representative(s). The purpose of this meeting will be to review the seniority list in relation to those bargaining unit members who are to be laid off. In the event of disagreement as to the interpretation of language, an attempt will be made to resolve those differences. Unresolved issues concerning the contract interpretation may be resolved through the grievance procedure.
- D. In the event a reduction in staff is necessary, the following order of layoff shall apply to probationary teachers provided that a probationary teacher shall not be laid off unless there is a tenure teacher who is certified and qualified to perform the duties of the position that the probationary teacher is vacating:
 - 1. Probationary teachers with a bachelor's degree and no previous experience.
 - 2. Probationary teachers with a master's degree and no previous experience.
 - 3. Probationary teachers with a bachelor's degree and experience in districts other than Lincoln.
 - 4. Probationary teachers with a master's degree and experience in districts other than Lincoln.
 - 5. Probationary teachers with a bachelor's degree and experience in Lincoln.
 - 6. Probationary teachers with a master's degree and experience in Lincoln.
- E. If a reduction in staff is still necessary, then tenured teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except that a more senior teacher in said position may be involuntarily transferred to a position for which he or she is certified and qualified if by doing so the layoff of a teacher out of line of seniority may be avoided. Layoffs made pursuant to this section, except as provided above, shall be made in inverse order of seniority, i.e., those with the least seniority are to be laid off first.

- F. A teacher who is to be laid off pursuant to this Article has the right to be administratively placed in a teaching position for which the teacher is certified and qualified to fill and which is occupied by a teacher with less seniority.
- G. The term certified shall be defined by state tenure requirements.
- H. The term qualified shall be defined as follows:
1. Secondary
 - a. Experience of one year in the subject area(s) within the last ten (10) years (ten college credits in the subject area to be taught within the last five years shall serve to remove this experience requirement).
 - Or
 - b. Hold a major or minor in the given subject area(s).
 2. Elementary - Elementary certification.
 3. Special subject teachers (art, music, physical education, media and special education) must possess an endorsement in the subject area(s).
- I. By November 15 of each year the Superintendent shall meet the Association Representative(s) to review the updated seniority list. Seniority shall be defined as length of service within the local bargaining unit. Administrators who taught in the district shall retain that seniority. Seniority shall begin to accrue on the day the employee reports for work at Lincoln (first day of school that attendance is required of employees). The seniority list shall include the teacher's name, date of hire, lot drawn (if applicable), certification and degree levels obtained.
- J. When experience is equal, the higher degree held will be senior. In the circumstance of more than one individual with equivalent degree levels having the same first day of work, a drawing of lots will be held to determine placement on the seniority list. Once initial lots are drawn (upon initial employment) they shall be final and binding. If two or more employees with the same hire date eventually receive higher degrees of equal standing, their standing on the seniority list will be determined by the initial drawing of lots regardless of who receives the higher degree first.
- K. Teachers shall be recalled to a position in the inverse order of layoff, providing they are certified and qualified for the specific opening.
- L. The Board shall file written notice of recall from layoff by sending a registered or certified letter to said teacher at the last known address. It shall be the responsibility of each teacher to notify the Superintendent of any change in address. The teacher's address as it appears on the Superintendent's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days of the date of the sending of the recall, unless an extension is granted in writing by the Superintendent, said teacher shall be considered

as a voluntary quit and shall thereby terminate the individual employment contract and any other employment relationship with the Board.

- M. Upon return to service with the Lincoln Consolidated School District, the teacher who has been laid off because of a necessary reduction in staff shall be placed upon the salary schedule as printed in the then existing master contract. In case of layoff and subsequent reinstatement, a teacher shall be credited with one-half (1/2) step on the salary schedule if the teacher has worked a major portion, one-half (1/2) or more of a semester. All laid off personnel shall be given first consideration as substitutes.
- N. All seniority is lost when employment is severed by resignation, retirement, discharge for cause or failure to return when properly recalled. Seniority is retained if an employee is laid off. Bargaining unit members so affected shall retain all seniority accumulated as of the effective date of layoff.
- O. Any bargaining unit member who has been laid off shall be considered to be in a continuous state of layoff until such time as that member resigns, refuses a proper recall to a position in the district, or is reinstated, however, no employee shall remain on the layoff list for a period longer than five (5) years at which time they shall lose all recall rights. Teachers will be notified by registered letter no less than six weeks before they are to be removed from the recall list.

ARTICLE 21 STUDENT DISCIPLINE AND TEACHER PROTECTION

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

- A. The Board, after consultation with parents and teachers, shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the Board to students, teachers and parents at the commencement of each school year.
- B. A teacher may exclude a pupil from one (1) class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. In general, the pupil shall not be returned to the class until after consultation by the principal with the teacher, and if necessary, parent or guardian.
- C. The Board will reimburse teachers for any loss, damage or destruction of personal property of the teacher while dealing with student discipline within Board/Administrative policy guidelines. If a teacher is unable to work as a result of an injury, as determined by the District's Health Service provider, the teacher will not suffer any loss of wages or benefits for the first five scheduled workdays following the incident.
- D. Teachers may use reasonable force to protect themselves, a fellow teacher or administrator, or a student from attack, physical abuse or injury, as provided in 380.1312 and 380.1313 of the School Code of 1976, as amended.
- E. The Board shall provide legal counsel for a teacher or reimburse the teacher for legal expense incurred in defending a criminal or civil lawsuit provided it determines the teacher has acted within the scope of Board policy, professional behavior and ethical considerations. The sole determination shall be made by the Board of Education and this section not be subject to binding arbitration.
- F. No disciplinary action shall be taken upon any complaint by a parent of a student or a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

- G. When a teacher is subpoenaed as a witness in a Lincoln student child custody or a child abuse case, the teacher should contact the Superintendent's office and building principal immediately. The Superintendent's office will put the teacher in contact with an attorney.
- H. 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.
 - Encourage parents and students to keep the information confidential.
 - Attempt to resolve the issue in a timely manner.
 - Consider reassigning the student to a new classroom (or to a new building) on a temporary basis. Following the investigation, a meeting will be held to determine the continued placement of the student.
 - Impose 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.

- I. 1. Neither actual physical violence toward teachers, nor intimidation by threat of violence, will be tolerated from students. Unacceptable student behavior toward teachers shall be deemed to include:
- a. Unwelcome and/or offensive touching of a teacher's person, either directly or with an object;
 - b. Intimidation of a teacher, whether by actual threat to the teacher's person, or by vandalism of property which belongs to or is assigned to the teacher;
 - c. Attempts to cause the acts described in either (a) or (b) above, or to persuade others to participate in causing such acts.

2. Students who are determined by the Administration to have engaged in any of the forms of unacceptable student behavior toward teachers described in Section 1 above, shall be referred to the Administration for consideration of appropriate disciplinary sanctions, which may in the Administration's discretion include:
 - a. Filing a report with the police;
 - b. Temporary suspension from school and a parent conference;
 - c. Recommendation to the Board of Education for long-term suspension or expulsion;
 - d. Other appropriate measures.
3. It is agreed that use of any kind of weapon by a student will be considered to be an aggravating circumstance in determining the appropriate level of disciplinary action.
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 22
SCHOOL CALENDAR

- A. 1. For the term of this Agreement, the School calendar shall be as set forth in Schedule C. There shall be no deviation from, or change in, the school calendar except by mutual agreement of the Board and the Association and then only to the extent that any deviation or change is consummated to comply with Section 340.10, 340.11, and 340.12 of the School District Child Accounting Rules of the Michigan Department of Education.
2. On those days when the professional employees appear 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.
3. Scheduled days of student attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the school district. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement.

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

- B. The calendar for the school year shall conform as nearly as possible to the county calendar with vacation schedules coordinated to Ypsilanti so that Lincoln students may receive a maximum amount of instructional days at the Regional Career Technical Center.

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

- C. 1. Kindergarten shall operate under the following schedule:

First day: a.m. and p.m. sessions meet for the entire session

Half day kindergarten teachers will receive comp time for a full work day with a substitute teacher in the classroom within the first ten working days of the new school year.

- D. 1. When parent-teacher conference days are set, teachers shall receive the equivalent of at least three (3) half days for the first semester and two (2) half days for the second semester.

2. Kindergarten teachers, in recognition of their double load, shall receive at least the equivalent of five (5) half days for the first semester and four (4) half days for the second semester for the purpose of parent-teacher conferences.

ARTICLE 23
PROFESSIONAL GRIEVANCE PROCEDURE

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

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

1. The termination of services or the failure to re-employ any probationary teacher. This does not apply to certified professional personnel not eligible to acquire tenure, starting with their fifth year of employment with the district.
 2. The termination of services or the failure to employ or re-employ any teacher to a position on Schedule B.
 3. Any matter involving the results of teacher evaluation.
 4. It is expressly understood that the grievance procedure shall not apply in those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate one (1) representative per building to handle grievances when required by the grievant and shall inform the building principal of his name and an alternate if the Association shall elect one.
- C. The term “days” as used herein, shall mean days on which school is in session during the school year and days on which Central Office is open for business during the summer months. The specified time limits herein may be extended by mutual agreement.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this contract or the written Board policy alleged to have been violated.
 5. It shall contain the date of violation.

6. It shall specify the relief requested.

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

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

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

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

Level Three. If no resolution is obtained at Level 2, a copy of the written grievance shall be filed with the Superintendent or designated agent within twenty (20) days after the Level Two discussion, or if there is no Level Two discussion, within twenty (20) days after receipt of the written decision. The Level Three grievance shall have the specific representation of the Association or a specific waiver of representation. Within ten (10) days of receipt of the grievance, the Superintendent or designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the grievance. Within five (5) days of the discussion, the Superintendent or designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, the Association contract administrator and President, the building principal in which the grievance arose and place a copy of same in a permanent file in the Superintendent's office.

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

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

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within thirty (30) days after the decision of the Superintendent, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board and the Association, subject to the right of the Board and the Association, to judicial review.
4. Powers of the arbitrator are subject to the following limitations:
 - a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish salary scales or to change any salary except in conformity with this Agreement.
 - c. The arbitrator shall have no power to 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. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
 - H. All preparation, filing, presentation or consideration of grievances shall be held at a time other than when a teacher or a participating Association representative are to be at their assigned duty stations.
 - I. Any grievance that either (a) is not processed or (b) is disposed of under procedures adopted by the Board and the Association in the implementation of the Grievance Procedure shall be considered settled, and such settlements shall be final and binding upon the Board, the employee or employees involved, the Association and its members.
 - J. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
 - K. Notwithstanding the expiration of this Agreement, any claim or grievance filed during the life of the contract may be processed through the grievance procedure until resolution.

ARTICLE 24
COMPENSATION AND NEGOTIATION PROCEDURE

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and made a part of this Agreement.
- B. 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. Longevity.
 - 1. Longevity Step 1 (L-16) will be equal to one hundred and three percent (103%) of the individual teacher's 11th Step salary and will be paid after five (5) years on Salary Step 11.
 - 2. Longevity Step 2 (L-21) will be equal to one hundred and five percent (105%) of the individual teacher's 11th Step salary and will be paid after ten (10) years on Salary Step 11.
 - 3. Longevity Step 3 (L-26) will be equal to one hundred and seven percent (107%) of the individual teacher's 11th Step salary and will be paid after fifteen (15) years on Salary Step 11.
- D. Retirement and Severance.
 - 1. Retirement. In recognition of service to the district, teachers who are eligible for the Michigan teachers retirement benefit and who retire from Lincoln Schools shall receive a payment equal to one percent (1%) of their highest base teaching salary paid to them as a Lincoln teacher times the number of years of service as a Lincoln teacher since September 1, 1989.
 - 2. Severance. For those teachers not eligible for the retirement benefit, and who choose to leave the district (i.e., are not asked to leave for cause) shall, after ten (10) years of teaching service to the district be eligible for a severance pay benefit. The severance pay shall be equal to one-half percent (.5%) of the teacher's highest paid base teaching salary at Lincoln times the teacher's years of service at Lincoln.
 - 3. Employees shall be eligible for only one (1) of the benefit payments offered.
 - 4. The retirement and/or severance payment will be made fifteen (15) months after the effective date of retirement or severance and will be reduced by the amount of unemployment compensation the retiree may have drawn which was charged to the school district.
 - 5. In the event the eligible staff person dies, the amount of retirement benefit which could have been collected by the employee on the date of death will be paid to the employee's estate.

6. Those teachers employed in the bargaining unit on the date of the signing of this Contract will have all retirement benefits accrued as of that date frozen at the current payout rate (1989-90 salary schedule) for currently accrued days and will be eligible upon retirement for a payment of the accrued monies in accordance with other provisions of Section D.
7. Employees who have frozen retirement benefits as of the date of the signing of this Contract will have accrued benefits in accordance with the following language:
 - a. For all sick days accrued, calculated from the beginning of the 1985-86 school year and ending with the accrued sick days on June 15, 1989 and which remain unused until retirement, the Board will pay fifty percent (50%) of the teacher's total unused sick leave at retirement if the teacher is eligible for retirement under the Michigan Public School Employees Retirement System.
 - b. For sick leave days accrued prior to the 85-86 school year, and which remain unused until retirement, the payout will be at seventy-five percent (75%) of those accrued days, i.e., a teacher who had accrued one hundred (100) sick leave days at the end of the 84-85 school year would receive payment of seventy-five percent (75%) of those days if the teacher's accrual never dropped below one hundred (100) days prior to retirement. If the accrual dropped below one hundred (100) days, the seventy-five percent (75%) payout would be given only for those days remaining of the one hundred (100) original days.

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

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

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

- a. A plan document, consistent with all legal requirements, shall be mutually developed by the parties by December 31, 2008.

- b. Any monies taken under a salary agreement shall be remitted to the appropriate approved vendor under the plan within ten (10) business days following the act of reduction of salary for the purpose.
 - c. All bargaining unit members are eligible to participate in the plan.
 - E. Early Retirement Incentive Study Committee. It is hereby agreed that there will be an Advisory Study Committee established to research the possible benefits to the District of incorporating such a provision into the Master Agreement at some future date.
- The Committee shall be made up of an equal number of Board and Association representatives, and shall meet on a regular basis.
- The results of the Early Retirement Study Committee's investigation, along with any recommendations, shall be submitted to the Board of Education for action.
- F. Placement on Salary Schedule. Placement on the salary schedule will be determined by degree status, and years of experience subject to the following conditions:
 - 1. Teachers with outside experience hired after the ratification date of this contract shall receive no less than the following placement on the salary schedule.

Outside teaching experience may be in public or non public schools. The teacher must have possessed a valid teaching certificate while earning the outside experience in order to receive experience credit. The experience must also closely resemble a classroom teaching situation. Home schooling experience will not count. Professional staff who are not eligible for tenure, such as a school social worker, school psychologist, school nurse, etc., must meet the criteria listed above as closely as possible in a school setting. Proper documentation of outside teaching experience will be required for verification of eligibility for credit on the salary schedule.

Years of Outside Experience	Step
1	1
2	2
3	2
4	3
5	3
6	4
7	4
8	5
9	5
10	6

2. Credit on the salary schedule shall not be granted for less than a full year of service. A full year shall be defined as 75% plus one day of the teacher work year. Any numeral to the right of the decimal will be dropped. Semesters shall be counted only to the extent that they equal full years (e.g., two semesters equal one year; nine semesters equal four years). Experience as a substitute shall not be counted in the accumulation of experience credit. The provisions of this section shall not apply to teachers under contract to the Lincoln School District during the 1976-77 school year. They shall remain as currently placed on the salary schedule and shall continue to move forward as provided in the agreement.
3. In order to move from one (1) section of the schedule to another (B.A. to M.A. or M.A. to M.A. plus 30, or B.A. or M.A. to B.A. plus 60 with a master's degree), the teacher must file evidence with the Superintendent of Schools, of the granting of the degree or accumulation of approved semester hours, ten (10) school days after the beginning of school in the fall, if payment is to be received during the current year. If evidence is filed after ten (10) school days, payment will begin in the ensuing school year. Any teacher who anticipates that he/she will gain credits during the summer that will cause them to change lanes on the salary schedule, should notify the Superintendent by May 1 of the year preceding the anticipated lane change.
4. Only graduate credit hours from an accredited college and/or university can be used to move to the B.A. plus 60 hours with a master's degree or the M.A. plus 30 salary lanes. The credits must be earned after the granting of the B.A. degree. B.A./M.A. also includes B.S./M.S. With prior written approval of the Director of Curriculum and a recommendation from the Professional Development Committee, a maximum of six hours of undergraduate credit may count towards the M.A. plus 30, or the B.A. plus 60 hours with a master's degree.

G. Insurance.

1. Upon proper application the Board shall pay the premium, without cost to the employee for either option A or option B as listed below for a full twelve (12) month period for the employee's family, (excluding sponsored dependents).

Option A shall include:

- a. MESSA's Choices II with \$10/\$20/MAC (Maximum Allowable Cost) Prescription Plan.
- b. \$20,000 term life insurance without AD & D.
- c. Dental insurance: For all teachers who have dual coverage as a consequence of their spouse's employment either with the Board or elsewhere, the Board agrees to provide full family MESSA Delta Dental Care Plan C -- 50% Class I, II, III \$1000.00 annual maximum and IV (orthodontics), \$500.00 lifetime maximum, including an adult orthodontic rider.

For all other teachers, the Board agrees to provide full family MESSA Delta Dental Care Plan B -- 80% Class I, II, III \$1000.00 annual maximum and IV (orthodontics), \$800.00 lifetime maximum, including an adult orthodontic rider. The Board may require teachers to certify in writing whether or not they have dual coverage.

- d. Vision care MESSA VSP-3.

Option B shall include:

- a. \$20,000 term life insurance without AD & D.
- b. Dental insurance: For all teachers who have dual coverage as a consequence of their spouse's employment either with the Board or elsewhere, the Board agrees to provide full family MESSA Delta Dental Care Plan C -- 50% Class I, II, III \$1000.00 annual maximum and IV (orthodontics), \$500.00 lifetime maximum including an adult orthodontic rider.

For all other teachers, the Board agrees to provide full family MESSA Delta Dental Care Plan B -- 80% Class I, II, III \$1000.00 annual maximum and IV (orthodontics), \$800.00 lifetime maximum, including an adult orthodontic rider. The Board may require teachers to certify in writing whether or not they have dual coverage.

- c. Vision care MESSA VSP-3.
 - d. \$1,000.00 annually shall be given in cash (divided in two equal installments) which the teacher can choose to apply to the tax deferred annuity of the teacher's choice, within companies mutually agreed to.
- 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.

H. 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.

I. Student Teachers.

Teachers supervising student teachers shall receive the following amounts of additional compensation: \$50.00 per semester for each full-time student teacher and \$25.00 per semester for each half-time student teacher.

J. 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 1 for work after the close of the teacher's year and the last day of school for work prior to the opening of school.

K. Manner of Payment.

Compensation paid under Schedule A shall be paid in 21 or 26 installments, at the option of the teacher, provided that option is exercised no later than the first day classes are in session. Teachers hired during the year shall have the same option on a pro rata basis.

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

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

L. Summer School Pay.

Unless prior negotiations have established a different salary, salaries for federally funded summer programs shall be \$17.00 per hour.

- M.
 - 1. Representatives of the Board and the Association will meet on the last school day Tuesday of each month 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.
- N. 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.
- O.
 - 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.
- P. Teachers required in the course of their employment to drive their personal automobiles shall be reimbursed at the current IRS rate.

ARTICLE 25
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 26
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. Copies of this Agreement titled "Professional Agreement Between the Lincoln Consolidated School District and the Washtenaw County Education Association, an affiliate of MEA-NEA" shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed and hereafter employed by the Board. Fifteen (15) copies of this Agreement shall be given to the Association for its use.

ARTICLE 27
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 28
TERMINATION CLAUSE

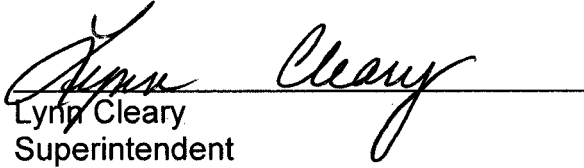
This Agreement shall be in effect from September 1, 2008, through August 31, 2011.

The parties hereunto have set their hands by authority of their respective bodies this 10th
day of August, 2009.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION


Jacklyn Shock
Association President


Lynn Cleary
Superintendent


Linda Soper
Contract Administrator

LETTER OF MEMORANDUM

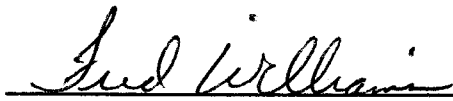
The Lincoln Education Association and The Lincoln Consolidated Schools Board of Education hereby agree to institute a process to study the district mentoring program and make recommendations for change. If necessary, those recommendations may result in a letter of understanding.



For the Association

3-20-07

Date



For the Board

3-23-07

Date

SCHEDULE A
2008-2009 TEACHERS' SALARY SCHEDULE

STEP	B.A.	M.A.	B.A. +60 w/Master's Degree M.A. +30
1	36,292	38,849	41,393
2	38,808	41,763	44,787
3	41,422	44,620	47,905
4	43,775	47,309	50,850
5	46,301	50,177	53,968
6	48,912	53,288	57,586
7	51,269	56,156	60,866
8	53,624	59,183	63,729
9	55,982	62,299	66,758
10	58,341	65,495	69,791
11-15	62,362	72,200	78,286
16-20	64,233	74,366	80,635
21-25	65,480	75,810	82,200
26+	66,727	77,254	83,766

SCHEDULE A
2009-2010 TEACHERS' SALARY SCHEDULE

To be negotiated yearly.

SCHEDULE A
2010-2011 TEACHERS' SALARY SCHEDULE

To be negotiated yearly.

**SCHEDULE B
EXTRA PAY FOR EXTRA DUTY**

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 as reflected in Schedule A. 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 Schedule A.

There shall be a standing committee developed composed of two (2) members appointed by the Board and two (2) members appointed by the Association. It shall be the task of the committee to review, add and/or revise extra curricular positions and their classification. For a position to be reviewed or added by the committee, the person(s) requesting such review must develop a job description for the position which includes the responsibilities of the position, the outcomes expected and the amount of outside time anticipated for the successful completion of the position. The committee, after reviewing the position, shall make a recommendation to the Board of Education whose decision regarding the position shall be final.

POSITION	%
<i>ELEMENTARY (per building)</i>	
Student Council	4
Safety Patrol Director	5
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 at the rate of \$12.00 per hour up to 50 hours.	

SCHEDULE B

POSITION	%
<i>MIDDLE SCHOOL</i>	
Drama Club	2
Student Council Advisor (Key Club) – 6 th Grade	2.5
Student Council Advisor (Key Club) – 7 th Grade	2.5
Student Council Advisor (Key Club) – 8 th Grade	2.5
National Middle School Honor Society	2
Lincoln Arts Exhibit (each participating art teacher)	2
Science Fair Exhibit	2
Yearbook	4
Multi-Cultural Coordinator	2
SEC Sponsored Student Contest Director	2
Middle School Sponsor (Overnight Trip Coordinator)	3
Camp-6th Grade Supervisor	3
Teacher Camp Assistant 6th	4
Choir	4
Band	4
Boys Football Head – 7 th	6.5
Boys Football Head – 8 th	6.5
Boys Football Assistant – 7 th & 8 th	6.5
Boys Basketball – 7 th	8
Boys Basketball – 8 th	8
Wrestling – 7 th	5
Wrestling – 8 th	5
Girls Basketball – 7 th	8
Girls Basketball – 8 th	8
Girls Volleyball – 7 th	8
Girls Volleyball – 8 th	8
Cheerleader Coach (per year)	6
Co-Ed Track (3)	5
Co-Ed Swimming	7
Co-Ed Cross Country	7
Girls Softball	7
Boys Baseball	7
Intramural Sports Supervisor-Girls/Boys Basketball	5
Intramurals \$8.50/hour up to 50 hour maximum – Middle School & Elementary Softball Baseball Track Bowling Other Areas Should these positions become involved in interscholastic competition, the compensation will be set on a percentage basis through the contract review procedure.	

SCHEDULE B

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

SCHEDULE B

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

SCHEDULE B

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

SCHEDULE B
EXTRA PAY FOR EXTRA DUTY
INTERSCHOLASTIC ATHLETICS

POSITION	%
Coaches Experience (Longevity)	Raise one step every three years. Anyone with more than six years of Lincoln experience will start at step 3 for the 2000-2001 school year. Longevity must be earned in the same sport category, as identified in bold below.
Football Boys Football Head – 7 th Boys Football Head – 8 th Boys Football Assistant – 7 th & 8 th Boys Football Head – Freshman Boys Football Assistant – Freshman Boys Football – Junior Varsity Boys Football Assistant – Junior Varsity Boys Football Head – Varsity Boys Football Assistant 1 Boys Football Assistant 2	Cheerleading Cheerleader Coach – Varsity– Basketball Cheerleader Coach – Junior Varsity – Basketball Cheerleader Coach – Varsity – Football Cheerleader Coach – Junior Varsity – Football Cheerleader Coach – Middle School
Boys Basketball Boys Basketball – 7 th Boys Basketball – 8 th Boys Basketball – Freshman Boys Basketball Head – Junior Varsity Boys Basketball – Varsity	Girls Basketball Girls Basketball – 7 th Girls Basketball – 8 th Girls Basketball – Freshman Girls Basketball – Junior Varsity Girls Basketball – Varsity
Boys Soccer Boys Soccer – Freshman Boys Soccer – Junior Varsity Boys Soccer – Varsity	Girls Soccer Girls Soccer – Freshman Girls Soccer – Junior Varsity Girls Soccer – Varsity
Boys Golf Boys Golf	Girls Golf Girls Golf
Wrestling Wrestling – 7 th Wrestling – 8 th Boys Wrestling Boys Wrestling Assistant	Volleyball Girls Volleyball – 7 th Girls Volleyball – 8 th Girls Volleyball – Freshman Girls Volleyball – Junior Varsity Girls Volleyball – Varsity
Boys Track Co-Ed Track – Middle School Boys Track – Varsity Boys Track Assistant	Girls Track Girls Co-Ed Track – Middle School Girls Track Girls Track Assistant
Boys Cross Country Co-Ed Cross Country – Middle School Boys Cross Country – Varsity	Girls Cross Country Co-Ed Cross Country – Middle School Girls Cross Country – Varsity

SCHEDULE B
EXTRA PAY FOR EXTRA DUTY
INTERSCHOLASTIC ATHLETICS

POSITION	%
Coaches Experience (Longevity)	Raise one step every three years. Anyone with more than six years of Lincoln experience will start at step 3 for the 2000-2001 school year. Longevity must be earned in the same sport category, as identified in bold below.
Baseball Boys Baseball – Middle School Boys Baseball – Freshman Boys Baseball – Junior Varsity Boys Baseball Head – Varsity	Softball Girls Softball – Middle School Girls Softball – Freshman Girls Softball – Junior Varsity Girls Softball – Varsity
Boys Swimming Boys Swimming Boys Swimming Assistant Co-Ed Swimming – Middle School	Girls Swimming Girls Swimming Girls Swimming Assistant Co-Ed Swimming – Middle School
Boys Diving Boys Diving	Girls Diving Girls Diving
Boys Tennis Boys Tennis	Girls Tennis Girls Tennis – Junior Varsity Girls Tennis – Varsity
Boys Hockey Boys Hockey – Varsity	

SCHEDULE C
2008-2009 MASTER CALENDAR

August	26	New Teacher Orientation
	27	Professional Development Day
	28	Teacher Preparation Day
	29	Labor Day Recess-No classes
September	1	Labor Day Recess— No classes
	2	First day students report Full-day kindergarten and grades 1-5 report a.m. only a.m. kindergarten reports in a.m. p.m. kindergarten reports in p.m. Grades 6-12 report full day
October	31	Full-day and p.m. kindergarten and grades 1-12 report a.m. only No a.m. kindergarten No students in p.m.-NCA/School Improvement End of first marking period
November	10	Students K-12 report all day Kindergarten Parent-Teacher Conferences p.m. p.m. kindergarten— Sub coverage
	11	Students K-12 report all day Kindergarten Parent-Teacher Conferences a.m. a.m. kindergarten— Sub coverage
	12	Students K-12 report all day K-12 Parent-Teacher Conferences evening
	13	Students K-12 No school Teacher comp time in a.m.; Parent-Teacher Conferences p.m. & evening
	14	Professional Development Day— No classes
	26	Students report a.m. only; Teacher comp time in p.m.
	27-28	Thanksgiving Recess
December	19	Last day of classes— Winter Recess
January	5	Classes resume
	14	HS/MS Exams (1st & 2nd hours); Students 6-12 report a.m. only Students K-5 report all day
	15	HS/MS Exams (3rd & 4th hours); Students 6-12 report a.m. only Students K-5 report all day a.m. kindergarten— Sub coverage

SCHEDULE C
2008-2009 MASTER CALENDAR

January	16	End of First Semester HS/MS Exams (5th & 6th hours); Students 6-12 report a.m. only Students K-5 report all day p.m. kindergarten—Sub coverage
	19	Martin Luther King Day—No classes
	20	Teacher Records Day—No classes
February	23-27	Mid-Winter Break—No classes
March	2	Classes resume
	17	Students K-12 report all day Kindergarten Parent-Teacher Conferences a.m. a.m. kindergarten-Sub coverage
	18	Students K-12 report all day Kindergarten Parent-Teacher Conferences p.m. p.m. kindergarten-Sub coverage
	19	Students K-12 report a.m. only K-12 Parent-Teacher Conferences p.m. & evening
	20	Professional Development Day—No classes
	27	End of Third Marking Period
April	3	Students report a.m. only; Teacher comp time in p.m.—Spring Break Begins
	14	Classes resume
May	13	Full-day and p.m. kindergarten and grades 1-12 report a.m. only No a.m. kindergarten No students in p.m.-NCA/School Improvement
	21	Senior Final exams (4 th , 5 th , & 6 th hours); K-12 full day of school
	22	Senior Final exams (1 st , 2 nd , & 3 rd hours); K-12 full day of school Last day for seniors
	25	Memorial Day Recess—No classes
	29	Commencement—7:00 p.m.
June	3	HS/MS Final Exams (1 & 2 hours); Students 6-11 report a.m. only Students K-5 report all day
	4	Only p.m. kindergarten reports; no a.m. kindergarten HS/MS Final Exams (3 & 4 hours); Students 6-11 report a.m. only Students 1-5 report all day
	5	HS/MS Final Exams (5 & 6 hours) Last day for students; K-11 report a.m. only Teacher workday in p.m.; Last day for teachers

SCHEDULE C
2009-2010 MASTER CALENDAR

September	1	New Teacher Orientation
	2	Teacher Preparation Day
	3	Professional Development Day
	4-7	Labor Day Recess-No classes
	8	First day students report Full-day kindergarten and grades 1-5 report a.m. only a.m. kindergarten reports in a.m. p.m. kindergarten reports in p.m. Grades 6-12 report full day
October	30	Full-day and p.m. kindergarten and grades 1-12 report a.m. only No a.m. kindergarten No students in p.m.-NCA/School Improvement End of first marking period
November	16	Students K-12 report all day Kindergarten Parent-Teacher Conferences p.m. p.m. kindergarten— Sub coverage
	17	Students K-12 report all day Kindergarten Parent-Teacher Conferences a.m. a.m. kindergarten— Sub coverage
	18	Students K-12 report all day K-12 Parent-Teacher Conferences evening
	19	Students K-12 No school Teacher comp time in a.m.; Parent-Teacher Conferences p.m. & evening
	20	Professional Development Day— No classes
	25	Students report a.m. only; Teacher comp time in p.m.
	26-27	Thanksgiving Recess
December	18	Last day of classes— Winter Recess
January	4	Classes resume
	18	Martin Luther King Day— No classes
	20	HS/MS Exams (1st & 2nd hours); Students 6-12 report a.m. only Students K-5 report all day
	21	HS/MS Exams (3rd & 4th hours); Students 6-12 report a.m. only Students K-5 report all day a.m. kindergarten— Sub coverage

SCHEDULE C
2009-2010 MASTER CALENDAR

January	22	End of First Semester HS/MS Exams (5th & 6th hours); Students 6-12 report a.m. only Students K-5 report all day p.m. kindergarten—Sub coverage
	25	Teacher Records Day—No classes
February	22-26	Mid-Winter Break—No classes
March	1	Classes resume
	16	Students K-12 report all day Kindergarten Parent-Teacher Conferences a.m. a.m. kindergarten-Sub coverage
	17	Students K-12 report all day Kindergarten Parent-Teacher Conferences p.m. p.m. kindergarten-Sub coverage
	18	Students K-12 report a.m. only K-12 Parent-Teacher Conferences p.m. & evening
	19	Professional Development Day—No classes
April	1	Students report a.m. only; Teacher comp time in p.m. End of Third Marking Period Spring Break Begins
	12	Classes resume
May	12	Full-day and p.m. kindergarten and grades 1-12 report a.m. only No a.m. kindergarten No students in p.m.-NCA/School Improvement
	27	Senior Final exams (4 th , 5 th , & 6 th hours); K-12 full day of school
	28	Senior Final exams (1 st , 2 nd , & 3 rd hours); K-12 full day of school Last day for seniors
	31	Memorial Day Recess—No classes
June	4	Commencement—7:00 p.m.
	9	HS/MS Final Exams (1 & 2 hours); Students 6-11 report a.m. only Students K-5 report all day
	10	Only p.m. kindergarten reports; no a.m. kindergarten HS/MS Final Exams (3 & 4 hours); Students 6-11 report a.m. only Students 1-5 report all day
	11	HS/MS Final Exams (5 & 6 hours) Last day for students; K-11 report a.m. only Teacher workday in p.m.; Last day for teachers

SCHEDULE C
2010-2011 MASTER CALENDAR

To be negotiated.

SCHEDULE C

This calendar includes 12 hours of off-calendar Professional Development.

Parent-teacher conferences held in the morning and afternoon will be scheduled within the contractual work day.

If it becomes necessary to add days to the calendar due to snow days, they will be added at the end of the school year. Exams will be moved so that they are the last three student days of school which are half days. If there are snow days that fall during first semester exams or Records day, the schedule will be adjusted so that the exams (or Records Day) that are canceled occur on the next day school is in session and so that there is the normal progression of three half-days for exams followed by Records Day. All schools will have Records Day on the same day.

SCHEDULE D GRIEVANCE FORM

To the teacher filing a grievance:

The WCEA and Board of Education wish to warn you that any grievance must contain the information in this form or it shall be rejected as improper. This information is necessary in order to adequately process the grievance. See Article 23, Paragraphs D and E for specific elements and time limits.

1. Name of Grievant(s) (is/are) _____
2. Location of alleged violation. (Give building or buildings)

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

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

5. Citation of Articles(s) and paragraphs(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) _____

SCHEDULE E
LINCOLN CONSOLIDATED SCHOOLS
TEACHER EVALUATION FORM

Teacher _____ School Year _____

Assignment _____ School _____

Current Employee Status

_____ Probationary: Year _____

_____ Tenured

_____ Post Probationary Non-Tenured

This teacher's job performance is:

_____ Satisfactory _____ Unsatisfactory

Dates:

1st Observation: _____ 2nd Observation: _____ Other Observations: _____

Final Evaluation Conference: _____

Recommended Employee Status: (More than one may be checked)

Probationary Teachers:

- () I recommend continued probationary status.
- () I recommend this teacher be granted tenure.
- () I recommend this teacher be granted post-probationary non-tenure status.
- () I recommend this teacher for dismissal.

Tenured Teachers:

- () I recommend continued tenure status.
- () I recommend this teacher have a plan of improvement and be evaluated next year.
- () I recommend this teacher for dismissal.

Post-probationary non-tenure personnel:

- () I recommend continued post-probationary non-tenure status.
- () I recommend this teacher have a plan of improvement and be evaluated next year.
- () I recommend this teacher for dismissal.

Evaluator _____ Position _____

SCALE

Exceeds Expectations - exceeds performance requirements

Meets Expectations - meets performance requirements

***Below Expectations - does not meet performance requirements**

***Unsatisfactory - consistently does not meet performance requirements**

The District's expectations are based on the National Board for Professional Teaching Standards definition of the high levels of knowledge, skills, and commitment that effective teachers must demonstrate.

**Narrative is required for any areas so marked.*

1. Committed to students and their learning.

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A. Recognizes individual differences in her/his students and adjusts her/his practice accordingly				
B. Understands how students develop and learn				
C. Treats students equitably				
D. Mission extends beyond developing the student's cognitive capacity				

2. Knows the subjects he/she teaches according to the Lincoln Consolidated Schools Curriculum and how to teach those subjects to students.

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A. Appreciates how knowledge in his/her subjects is created, organized and linked to other disciplines				
B. Commands specialized knowledge of how to convey a subject to students				
C. Generates multiple paths to knowledge				

3. Responsible for managing and monitoring student learning.

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A. Cognizant of her/his objectives				
B. Calls on multiple methods to meet her/his goals				
C. Orchestrates learning in group settings				
D. Places a premium on student engagement in learning				
E. Regularly assesses student progress				

4. Thinks systematically about his/her practice and learns from experience.

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A. Makes challenging decisions that test his/her judgment				
B. Seeks the advice of others and draws on education research and scholarship to improve his/her practice				

5. Member of learning communities.

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A. Contributes to school effectiveness by collaborating with staff				
B. Works collaboratively with parents				
C. Takes advantage of community resources				

6. Responsible employee.

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A. Conscientious in her/his attendance				
B. Dependable				
C. Knows and follows applicable rules and regulations.				

Additional Professional Participation:

Narrative and Signatures Attached

Signatures

Signature of Evaluator _____ Date _____

I have read this evaluation.

"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document."

Signature of Staff Member _____ Date _____

SCHEDULE F
LINCOLN CONSOLIDATED SCHOOLS
PROFESSIONAL GROWTH PLAN

TEACHER _____ SCHOOL YEAR _____
ASSIGNMENT _____ SCHOOL _____

The purpose of the Professional Growth Plan is to generate information that will help the teacher identify specific areas for professional growth for improvement of performance.

PROFESSIONAL GROWTH GOAL:

PLAN:

RESOURCES:

SUPPORT TO BE GIVEN BY ADMINISTRATION TO ASSIST EMPLOYEE'S PROFESSIONAL GROWTH:

Implementation Date _____ Teacher's Signature _____
Administrator's Signature _____

SCHEDULE F
LINCOLN CONSOLIDATED SCHOOLS
ANNUAL REVIEW OF PROFESSIONAL GROWTH PLAN

TEACHER _____ SCHOOL YEAR _____
ASSIGNMENT _____ SCHOOL _____

CHECK ONE:

- ☐ GROWTH EXCEEDS EXPECTATIONS
- ☐ GROWTH FULLY MEETS EXPECTATIONS
- ☐ GROWTH PARTIALLY MEETS EXPECTATIONS
- ☐ GROWTH DOES NOT MEET EXPECTATIONS

ADMINISTRATOR'S COMMENTS AND RECOMMENDATIONS

TEACHER'S COMMENTS

Date Reviewed _____ Teacher's Signature _____
Administrator's Signature _____

LINCOLN CONSOLIDATED SCHOOLS

WHAT TEACHERS SHOULD KNOW AND BE ABLE TO DO

Adapted from
The National Board for Professional Teaching Standards

AREAS OF TEACHER PERFORMANCE WITH DESCRIPTORS AND EXAMPLES.

1. Teachers are Committed to Students and Their Learning.

- a. Teachers recognize individual differences in their students and adjust their practice accordingly.*

Descriptors:

1. Learn about the family and community factors which shape their individual students' orientation and learning in school;
2. Diagnose student interest, abilities, and prior knowledge;
3. Plan instructional activities using their awareness of student interest and prior knowledge;
4. Assess when to alter instructional plans based on individual needs and achievement of students;
5. Monitor students and adjust methods based on this behavior.

Examples:

- use pre-post assessments
- determine student interests and lessons reflect this
- show sensitivity in development of activities and assignments
- lesson design reflects the varied needs of the students
- monitor learning and adjust plans based on results

- b. Teachers understand how students develop and learn.*

Descriptors:

1. Use their understanding of individual and social learning theory, and of child and adolescent development theory to form their decisions about how to teach;
2. Strive to provide multiple contexts in which to promote and evaluate student achievement;
3. Recognize that in a multicultural nation students bring to the schools a range of achievements.

Examples:

- provide opportunities for students to demonstrate learning in multiple ways
- use motivational techniques that reflect understanding of developmental levels
- use age appropriate materials, use of time
- use good mix of cooperative, competitive and independent activities
- recognize what different students bring to school and capitalize on their strengths
- kids are given a variety of ways to express what they know

c. Teachers treat students equitably.

Descriptors:

1. Distribute attention equitably among all students;
2. Establish constructive relationships with students;
3. Employ varied strategies in meeting the needs of diverse students.

Examples:

- distribute attention equitably
- seek opinions of all
- trust is established
- encouragement and support is extended to all
- focus is on learning rather than kids punishment

d. Teachers' mission extends beyond developing the cognitive capacity of their students.

Descriptors:

1. Show concern for students' dignity, self-concept, and motivation;
2. Maximize student development in the affective and physical domains.

Examples:

- development of communication skills
- conflict management
- problem-solving skills
- dignifies incorrect responses
- multi-sensory activities
- activities to promote motor skills

2. Teachers Know the Subjects They Teach According to the Lincoln Consolidated Schools Curriculum and How to Teach Those Subjects to Students.

a. Teachers appreciate how knowledge in their subjects is created, organized and linked to other disciplines.

Descriptors:

1. Understand the substance of their subjects including factual information as well as central organizing concepts-and relevant student outcomes;
2. Expose students to different modes of critical thinking;
3. Teach students to think analytically about content;
4. Appreciate the integrity of the methods, substance and structures of subject area knowledge;
5. Appreciate the complexity and richness of their disciplines and the links to other disciplines.

Examples:

- interdisciplinary lessons
- factual information, plus thinking skills
- metacognitive opportunities for kids
- information is correct
- higher level thinking (synthesize/evaluate/analyze)
- use of manipulative/hands on experience/model
- writing process used
- pre-reading skills used

b. Teachers command specialized knowledge of how to convey a subject to students.

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none">1. Demonstrate the most appropriate ways to present subject matter to students (e.g., analogies, metaphors, experiments, demonstrations and illustrations);2. Know the most common misconceptions held by students, the aspects that they will find most difficult, and the kinds of prior knowledge, experience and skills that students of different ages typically bring to the learning of particular topics;3. Apply their knowledge of students and learning and teaching and subject matter;4. Keep current with curricular materials and evaluate those materials based on an understanding of curriculum theory, of students, of subject matter, and of the district's, school's and their own educational aims.	<ul style="list-style-type: none">• include appropriate available materials• connect learning to real life application• include appropriate content in lesson• construct learning in accordance with student misconceptions

c. Teachers generate multiple paths to knowledge.

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none">1. Understand the value of both structured and inductive learning;2. Help students to learn to pose problems and work through alternative solutions, in addition to teaching them about the answers that others have found to similar problems;3. Understand that "knowledge" is a combination of information, understanding, skills, dispositions, propositions and beliefs;4. Seek ways to apply interdisciplinary thinking and practice as they teach;5. Teach students to apply knowledge to problems never before encountered.	<ul style="list-style-type: none">• students learn by discovery• students learn the value of seeking alternative solutions• learning is developed and assessed based on information, understanding, and skills• thematic teaching• students apply knowledge in new situations

3. Teachers are Responsible for Managing and Monitoring Student Learning.

a. *Teachers are cognizant of their objectives.*

Descriptors:

1. Understand the applicable student goals and outcomes of the Lincoln Consolidated Schools curriculum;
2. Present appropriately planned instruction - know the educational objectives and elaborate when appropriate, develop activities to help meet these objectives and draw upon a range of useful resources to help attain these objectives ;
3. Clearly state to students their learning objectives and why they are important.

Examples:

- Can articulate why they are teaching what they are teaching - outcomes(relationship to district outcomes)
- Lesson design logically leads to outcomes
- Tell kids what objectives are

b. *Teachers call on multiple methods to meet their goals.*

Descriptors:

1. Set high expectations for all students;
2. See themselves as a model and a guide of student learning, as well as active participants;
3. Know and employ a variety of effective instructional skills;
4. Vary instructional settings and employ a range of instructional materials and human resources;
5. Enlist the knowledge and expertise of their fellow faculty members in a variety of ways as they seek to provide their students with as rewarding a learning experience as possible.

Examples:

- provide prompts, doesn't accept incorrect or no answers (T.E.S.A.)
- create opportunities for students to be actively engaged in learning, discovering
- more student talking than teacher
- lesson design/implementation
- work with other disciplines (art, music)
- work with grade level colleagues in implementing new ideas

c. Teachers orchestrate learning in group settings.

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none">1. Effectively groups students to maximize student achievement;2. Matches appropriate forms of social interaction to the various instructional formats;3. Develop social expectations by which students and teachers act and interact. Assist students in developing responsible behaviors that affect their own learning and that of their peers;4. Utilize methods of classroom management that enhance student learning and prevent disruptive behavior. Teach positive behaviors that lead to effective learning;5. Evaluate methods used and make appropriate changes. Search for new forms of organization that expand their repertoire and prove effective.	<ul style="list-style-type: none">• cooperative learning - when to do ability grouping, same vs. heterogeneous; how to construct groups and learning activities• movement, talking, various noise levels• conflict management• learning success leads to better behavior• student engaged in meaningful learning• teaming, conferencing with students• result of discipline is that kids become "better"• responsibility training/teaching for students

d. Teachers place a premium on student engagement in learning.

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none">1. Know and use strategies to motivate student learning and monitor student participation in learning;2. Match the classroom atmosphere to the particular educational activity. Know that motivating students is not always equivalent to making learning fun, for learning can require difficult work;3. Know how to encourage students even in the face of failure.	<ul style="list-style-type: none">• active engagement in a variety of way• praise, prompt, lead• encourage risk-taking• time on task• learning in transition times

e. *Teachers regularly assess student progress.*

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none">1. Judge the overall success of planned activities in terms of student learning with relation to the goals and outcomes of the Lincoln Consolidated Schools curriculum;2. Employ a variety of evaluation methods and understand that the purposes, timing and focus of an evaluation affect its form;3. Monitor individual students to determine how much they have learned;4. Devise self-assessment opportunities for the students so that they gain a sense of responsibility for monitoring their own learning.	<ul style="list-style-type: none">• multiple methods of evaluation• self-assessment

4. Teachers Think Systematically About Their Practice and Learn from Experience.

a. *Teachers are continually making challenging decisions that test their judgment.*

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none">1. Demonstrate flexibility to satisfy multiple priorities;2. Combine professional knowledge of sound teaching practices, relevant student outcomes and the interests of the students in making instructional decisions;3. Make decisions based on established theory and reasoned judgment.	<ul style="list-style-type: none">• utilizes ways of doing things smarter not harder• interdisciplinary lessons to accomplish multiple goals• articulates rationale for teaching decisions based upon #2

- b. *Teachers seek the advice of others and draw on education research and scholarship to improve their practice.*

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none"> 1. Engage in professional development; 2. Reflect on their teaching to improve their practice; 3. Stay abreast of current research and incorporate new findings into their practice. 4. Commit to continued professional growth; 5. Model the virtues of education. These include: curiosity and a love of learning; tolerance and open-mindedness; fairness and justice; appreciation for human diversity and dignity; and such intellectual capacities as careful reasoning, the ability to take-multiple perspectives, to be creative, to take risks inherent in new learning, and to adopt an experimental and problem-solving orientation. 	<ul style="list-style-type: none"> • Keep a journal, dialoguing with other educators, on-going modification of lesson plans • How do you know a lesson is successful? How do you know the students have learned what you were teaching? • From your professional development, what have you used in your current teaching practice? Conferences, workshops, professional reading, classes, peer coaching, research, writing/publishing, presenting at workshops, study groups. • Set goals for professional growth. • Participate in professional organizations

5. Teachers are Members of Learning Communities.

- a. *Teachers contribute to school effectiveness by collaborating with other staff.*

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none"> 1. Actively participate in school improvement and accreditation process; 2. Attend to issues of continuity and equity of learning experiences for students which cut across achievement and grade levels, special and general education, and disciplines; 3. Demonstrate the interpersonal skills of teamwork and a willingness to work together in the interest of the school community; 4. Participate in the coordination of services to students; 5. Assume responsibility in cooperation with their administrators for the character of the school's instructional program. 	<ul style="list-style-type: none"> • implement NCA /School Improvement strategies. • make necessary adaptations and accommodations for all students • IEP's, 504 plans, Team player, mentoring novices, • serving on school committees • work to support the climate and uniqueness of the school

b. Teachers work collaboratively with parents.

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none"> 1. Communicate regularly with parents and guardians; 2. Demonstrate skill in working with all parents; 3. Foster collaborative relationships between school and family with a focus on student achievement. 	<ul style="list-style-type: none"> • parent newsletters, phone calls, progress reports, individual notes, agenda planners, homework contracts, behavior plans, conferences, cultural sensitivity, utilizes mediation/conflict resolution skills, parent night, extra-curricula activities that involve parents, encourage parent volunteers, room parent

c. Teachers take advantage of community resources.

<i>Descriptors:</i>	<i>Examples:</i>
<ol style="list-style-type: none"> 1. Cultivate knowledge of the surrounding community as a resource for learning; 2. Strive to learn about the character of the local community and its effects on the school and students; 3. Seek to capitalize on the cultural diversity represented in the community and to respond productively to students' diverse backgrounds. 	<ul style="list-style-type: none"> • evidence of multicultural diversity in literature, displays, presentations, music, and art

6. Teachers are responsible employees

a. Meet employee obligations

b. Are dependable

c. Know and follow applicable rules and regulations that apply to their job

<i>Descriptors:</i>	<i>Examples:</i>
	<ul style="list-style-type: none"> • punctual • meet deadlines • read professional books or journals • participate in School Improvement • participate in Curriculum Committees