

8/31/92

LINCOLN CONSOLIDATED SCHOOLS
1989 - 1992

AGREEMENT

BETWEEN

LINCOLN
BOARD OF EDUCATION

AND

WASHTENAW / LIVINGSTON
EDUCATION ASSOCIATION

Lincoln Consolidated Schools



LINCOLN CONSOLIDATED SCHOOLS
YPSILANTI, MICHIGAN

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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BOARD OF EDUCATION
AND THE
WASHTENAW LIVINGSTON EDUCATION
ASSOCIATION/MEA/NEA
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Lincoln Consolidated Schools

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ARTICLE I
RECOGNITION

A. The Lincoln Consolidated Board of Education hereby recognizes the Washtenaw Livingston 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, 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 or any other employer.

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, unless specifically designated otherwise. The

term "Board" shall include its officers, members and agents. The term "Association" in this Agreement shall mean, for purposes of recognition only, the officers, members, and agents of the WLEA/LEA/MEA/NEA.

- 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 II

ASSOCIATION AND TEACHERS' 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 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 and teacher mail boxes for official communications to teachers. 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 the intervention of the Association if the adjustment does not violate the expressed terms of this Agreement.

ARTICLE III
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 IV

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 ten (10) equal installments as follows:
1. The first from the last paycheck in September;
 2. The second from the first paycheck in October; and
 3. Thereafter, the first paycheck of each and every month through the month of June.
- C. Authorization for dues deductions shall be submitted on forms furnished by the Association in writing on the form as shown in Schedule D. These forms shall be filed with the Business Office on or before September 15 of each year except as to persons hired after school opening. Authorization forms shall be filed within fifteen (15) days after commencing employment in order to be honored. The Board is not required to deduct for any forms not submitted in conformity with this Article.

- D. 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.
- E. 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.
- F. Pursuant to the authorization of the employee, the Board agrees to promptly remit to the Association that portion of membership dues allocated to the Association and to remit the balance for both MEA and NEA to the Michigan Education Association, 1216 Kendale Boulevard, Box 673, East Lansing, Michigan 48823, 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.

- G. 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 the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- H. 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.
- I. The Association agrees to hold the Board harmless from any liability incurred in implementing this Article.
- J. Any teacher who is not a member of the Association in good standing shall, as a condition of continued employment, either:
1. Sign and deliver to the Board an assignment authorizing deductions of membership dues of the Association (including the National and Michigan Education Association) and such authorization shall continue in effect from year to year unless revoked in writing; or

2. Cause to be paid to the Association a representation fee equivalent to the dues of the Association (including National and Michigan Education Association) within thirty (30) days after the commencement of employment or authorize payroll deductions for said fee. The Association agrees that if any portion of payments made in behalf of an employee who is not a member of the Association shall be held invalid under pending litigation, or subsequent litigation, the Association shall hold the Board harmless therefore and shall undertake to repay such amounts to the employee involved;

3. In the event that neither of the provisions of subparagraphs 1 or 2 are met, the Board, upon receiving a written signed complaint from the Association indicating that the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teachers' Tenure Act, the charging party being the Association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher that his services shall be discontinued at the end of the then current semester unless prior to employing a replacement teacher, the Board shall receive written notification from the Association and the teacher that the dues or nonmembers representation fee have been paid in full and that in the event that the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this Article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association, and any teacher employed under the terms of this contract, that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this Article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board as just and reasonable cause for termination of employment.

K. 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 or 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.

ARTICLE V

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 School - 7:40 a.m. to 2:55 p.m. with a thirty (30) minute lunch period.
 2. Junior High School- 7:40 a.m. to 2:55 p.m. with a thirty (30) minute lunch period.
 3. Elementary - 8:35 a.m. to 3:50 p.m. with a forty-five (45) minute lunch period.
 4. Kindergarten - 8:35 a.m. to 3:50 p.m. with a forty-five (45) minute lunch period.
- B. Student class hours shall be as follows:
1. Senior High School - 7:55 a.m. to 2:25 p.m. with a thirty (30) minute lunch period.
 2. Junior High School- 7:55 a.m. to 2:25 p.m. with a thirty (30) minute lunch period.
 3. Elementary - 9:05 a.m. to 3:35 p.m. with a forty-five (45) minute lunch period.
 4. Kindergarten - A.M. 9:05-11:35 Teacher lunch and preparation
P.M. 1:05- 3:35 time between sessions.
- C. 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.
- D. 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 instruction 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 between 3:35 and 3:50 p.m.

- E. It is the policy of the Board of Education that buses are not to arrive at the school prior to fifteen (15) minutes before the commencement of the class period and the Board will endeavor to enforce this policy.
- F. The hours set forth above are to be followed without deviation except in the event of emergency or act of God.
- G. In regard to secondary teachers in the Junior High School and 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 teachers shall have a schedule preparation period of time as equal as possible in time guaranteed to secondary teachers. Librarians, counselors, and elementary specialists shall develop their work day with their respective supervisors. Elementary specialists are to have a normal working day of 8:35 a.m. to 3:50 p.m. with a forty-five (45) minute lunch period. In order to address elementary concerns, elementary preparation time will be developed after consultation with interested building staff.

- H. Elementary 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 XXI of this Agreement.

Further, the Board of Education subscribes to the philosophy that preparation time should be available for elementary teachers and pledges, during the life of this contract, and in future contracts, to work to make more of such time available until there is comparable time for elementary and secondary teachers.

I. 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.

J. 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. 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. The Board hereby expresses as a matter of policy that no staff meeting should be

called unless required for efficient administration, and agrees when possible to provide forty-eight (48) hours' notification prior to staff meetings.

K. 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.

L. Any professional staff required to participate in I.E.P.C. and I.E.P. 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, in accordance with Schedule B of this Agreement.
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.

ARTICLE VI

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 XXI or Article XXV as appropriate.
3. The ability of the district to create a shared position without rescheduling large numbers 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 attained tenure in the Lincoln Consolidated Schools.
6. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. 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 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.
 3. Fringe benefits will be prorated on an individual basis. Prorating shall be based on a fraction of a six (6) hour day. The cost for fringe benefit package shall not exceed the prorated cost of full family benefits for a full-time employee.
- 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 Junior High, and half (1/2) the student day at the Elementary Schools.

ARTICLE VII

SPECIAL STUDENT PROGRAM

- A. The parties recognize that children having a handicapping condition, such as emotionally impaired, specific learning disability, mentally impaired, hearing impaired, visually impaired, physically and otherwise health impaired, speech and language impaired, preprimary impaired or autism, as defined in the Revised Administrative Rules for the Delivery of Special Education Programs and Services (July 1987), may require special educational programming. Teachers believing that such students are assigned to their classroom without appropriate programming, may refer such child to the building principal. The referral shall then be forwarded to the school psychologist and/or social worker. After evaluations have been completed, the building principal shall commence an Educational Planning and Placement Committee for such child pursuant to R 340.1722 to consider the problems of the classroom teacher and possible changes in the child's programming. The classroom teacher shall be allowed to participate in the Committee deliberations. 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 Central Curriculum Committee, which in turn shall study the matter and make recommendations through the procedures established in Article XX, Section B.
- 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.

ARTICLE VIII
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.
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 art, music and physical education 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. 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 the 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 the 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. Junior High homeroom students will be excluded from the one hundred fifty (150) students per day calculations.

No more than fifty (50) students shall be placed in a physical education class without the consent of the 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.

5. Special education elementary 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.
6. It is expressly understood that no teacher shall be required to accept the services of an aide unless an IEP requires that an aide be in attendance to service the needs of a student.

- B. The Board recognizes that appropriate text, library reference facilities, maps and globes, laboratory equipment, audio/visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are tools of the teaching profession; further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contributions of minority groups to the historic, scientific and social

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

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide professional reference libraries and include therein texts which are reasonably requested.

D. The Board agrees to make available 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 therefore.
5. Adequate chalkboard space shall be provided in each classroom.
6. 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, Junior High 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.

ARTICLE IX

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.

ARTICLE X

VACANCIES, PROMOTIONS, AND TRANSFERS

- A. When it becomes known to the Board that a position, either teaching or administration, will be vacant, the Board agrees to post notices of the vacancy, the job classification and salary at each school building on the bulletin boards where notices to teachers are usually posted, for ten (10) work days before permanently filling the vacancy, unless such vacancy shall occur immediately preceding or during the Christmas recess. In this event, the Association President shall be notified of the vacancy and the vacancy will not be permanently filled for a period of forty-eight (48) hours after notification. A vacancy shall be defined as the condition existing when a professional position has been vacated, created, or restored as determined by the Board.

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, and all bargaining unit members who are certified for the position and who have filed with the District Personnel Office a request to be considered for any vacancies. These letters shall be renewed annually by the teacher in order to receive consideration.

- B. Teachers wishing a transfer or promotion will file a letter indicating their interest with the personnel office. At the time vacancies occur in the area of the teacher's interest, as indicated by the letter on file, they will be considered for promotion or transfer along with all other applicants. The letter on file shall not be considered as an application for specific vacancies. Proper application must be made as openings arise. 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. The Board agrees that involuntary transfers will be minimized. 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.
- D. Any vacancy which occurs after July 1, but prior to the beginning of school, shall only be posted for two (2) days, excluding Saturdays, Sundays, and holidays, in advance of permanently filling same.

ARTICLE XI

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 eleven (11) 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 thirteen (13) 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 and one-tenth (1.1) day per month for zero (0) through four (4) years' experience or one and one-third (1 1/3) days per month for five (5) or more years' experience. Sick leave shall not be allowed until a teacher has taught at Lincoln for at least one (1) month. 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 emergency illness in the family which requires the teacher to make arrangements for care.
- b. The teacher may use no more than three (3) consecutive days of sick leave for critical illness in the immediate family (spouse, children, parents, parents-in-law).

3. Funeral or Death:

A teacher may charge sick leave with no more than three (3) consecutive days for funeral or death in the immediate family as defined above. Up to three (3) 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. Additional days may be utilized for the above reasons on the approval of the Superintendent or designee.

- 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. Teachers shall be required to notify the switchboard operator or Assistant Superintendent's secretary in the event of an absence due to personal, critical, or emergency illness 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 notification to the principal at the time hereinabove specified, it will be necessary for the teacher 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 Assistant 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. 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, and teacher shall notify the Assistant 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.

J. Sick Leave Incentive - Any money saved each year, by the non-use of paid teacher business/sick days during the term of this contract will be added to staff development funds. The base year to determine a decrease in use of days will be the 1984-85 school year.

ARTICLE XII

PROFESSIONAL AND PERSONAL LEAVE

A. The Board agrees to continue its present policy regarding professional business days. The Board recognizes the value of teacher and staff attendance at clinics, conferences, and conventions. Each teacher shall be granted 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. 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 Assistant 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 \$30 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 Assistant Superintendent within one (1) week of attendance at such visitation, conference, workshop, or seminar.
- B.
- 1. At the beginning of each school year, each teacher shall be credited with two (2) 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 days shall be used at the discretion of the teacher.
 - 2. A teacher planning to use a personal leave day(s) shall notify the switchboard operator or Assistant Superintendent's secretary at least one (1) day 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. These days cannot be used immediately before or after a vacation period, except in emergency situations.
 - 3. It is understood that business days may be taken in blocks of one-half (1/2) days.
- 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.

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 XIII
SABBATICAL LEAVE

- A. Sabbatical leave may be granted at the discretion of the Board of Education in accordance with Section 572 of Chapter IX, part two of the School Code of 1955. 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 XIV

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 may 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 for up to four (4) years. 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 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 Assistant Superintendent for reinstatement prior to the expiration of the leave granted by the Board and subject to being physically and mentally able and 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 provisions 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 Assistant 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. Childbearing/Childcare leave without pay is available to teachers. The length of the leave shall not exceed one (1) year, renewable in 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. Teachers opting for this type of leave must meet the same provisions outlined in Article XI (1) for that period of time they work prior to the commencement of the leave.
2. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a marking period, semester, or school year, but can be modified as conditions require.
3. The teacher shall be eligible to return from childbearing/childcare leave subject to being physically able to resume employment. The teacher may request a prospective termination date of the leave of absence at the time of the request for the leave.
4. Notification of intent to return shall be in accordance with paragraph C4 above.

5. Failure to return from a childbearing/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.
 6. A teacher may make written application to the Assistant Superintendent for reinstatement prior to expiration of the leave granted, subject to provisions of C1 above.
 7. In the event of death of the object child of the leave, the teacher may request termination of the leave under the provisions of C1 above.
 8. For purposes of using accrued sick leave, pregnancy shall be treated like any other illness or disability.
- E. The granting of leave under provisions of this Article shall not interrupt seniority and rights attendant thereto. Upon return from such leaves, except as provided in paragraph 8, 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-Livingston Education, 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 XV
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 XVI

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.

Each formal observation (summative evaluation process) of a teacher should be for not less than one (1) full class period or the duration of a particular teaching lesson, whichever is applicable. 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.

Teachers need to know early in the year the kinds of things that will be expected of them by the administrator who will have the responsibility for evaluating their teaching performance. To this end, at the beginning of each school year, the administration shall provide each teacher with a packet of materials relating to the observation/evaluation process to be utilized.

The packet shall include, but not be limited to: a copy of both the observation form and the evaluation form, and the criteria to be used during the evaluation process. These materials shall be reviewed and discussed with the staff of each building by the respective administrator(s), particularly those teachers who are scheduled to be evaluated during the year.

Special teachers, i.e., media specialists, counselors and social workers, 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. Non-Tenure Teachers. Teachers who are non-tenure need to know early in the year the kinds of things an administrator will expect of them. To this end, we recommend:

1. Each non-tenured teacher shall receive at least two (2) formal classroom observations prior to receiving their formal evaluation. Additional observations may be scheduled as circumstances dictate.
2. Prior to the formal observation/evaluation, the administrator responsible for conducting the formal observation/evaluation shall hold a pre-observation/evaluation conference with the teacher to be evaluated, for purposes of orienting the teacher with the forms to be used, as well as to discuss what the evaluator will be looking for while in the classroom. This pre-observation/evaluation conference shall take place not more than ten (10) nor less than five (5) work days before the scheduled visitation.

3. Within ten (10) work days after the visitation, the observing administrator will make an effort to hold a post-evaluation conference with the teacher, for purposes of reviewing what was recorded during the formal observation/evaluation. Areas of difficulty shall be noted by the evaluator and suggestions for correction, along with specific time lines for correction will be noted and discussed. Subsequent formal observations/evaluations will, in addition to new areas, address previously-noted difficulties and the degree of progress being made by the teacher to correct the problem.
4. That the first of these observations be completed by November 1, if possible.
5. That the second observation be completed prior to February 1, if possible.
6. That a teacher receive written copies of notes on observations and that both observations be followed by a conference with the principal.
7. That an optional additional observation and conference be made by another teacher suggested by the non-tenure teacher and approved by the principal. The results of this observation shall not be used as part of the formal evaluation.
8. That observation forms 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.
9. That a Tenure Evaluation Conference be held prior to March 15 for each non-tenure teacher. At this conference, the principal shall present a rough draft of this 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 Assistant 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.

B. Tenure Teacher.

1. There shall be at least one (1) evaluation and conference with the principal prior to March 15 for all tenure teachers during each of their first three (3) tenure years in the Lincoln Consolidated School District.

2. After the third (3rd) year of tenure in the district, evaluations shall be conducted every three (3) years, or more regularly as circumstances dictate. A teacher's request to be evaluated by the summative process will be honored.
3. The observation and evaluation procedures will be the same for tenure teachers as for non-tenure teachers, except that a tenure evaluation conference and final evaluation will be held prior to May 1. A teacher's request to be evaluated by the summative process will be honored.

C. Forms for Observation and Evaluation.

1. Observation. Because of the differences in teaching strategies and subject content at the various school levels, each principal shall design his own form and procedure regarding taking notes on observations.
2. Summative Evaluation. The purpose of a summative evaluation is to provide the school district and the teacher with information that can be used in making a decision about a teacher's job status.
 - a. In a summative evaluation, teacher performance shall be rated using the following guide:
 - EX = PERFORMANCE EXCEEDS EXPECTATIONS. Even for experienced teachers, this category should not be the average; this rating should be reserved for individuals who clearly exceed the level of performance expected.
 - 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 some major performance expectations but fulfills other expectations. This rating indicates improvement is needed and that an improvement plan should be developed.
 - DN = PERFORMANCE DOES NOT MEET MINIMUM REQUIREMENTS/EXPECTATIONS. This rating indicates the teacher is not performing acceptably. It is a warning that significant improvement is needed. Few individuals should receive this rating.
 - NA = CATEGORY NOT APPLICABLE.

- b. The summative process will be the method of evaluation for:
- (1) All probationary staff.
 - (2) Teachers new to a building or position.
 - (3) Teachers only partially meeting expectations or not meeting expectations.
- c. Comments written by the evaluator must be based on behavior observed during evaluation. The evaluator is to use supportive comments on each area rated. If any areas are rated DN or PM, additional comments shall be included to indicate specific skills that need to be improved. Specific ways in which the teacher is to improve and identification of assistance available from the administrator and from other staff members shall be furnished the teacher in writing. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. If a teacher desires, he/she may include comments about this evaluation on an attached sheet.

3. Formative Evaluation. The purpose of the formative evaluation is to monitor/guide professional growth and improve teacher performance and effectiveness.

- a. In a formative 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.

b. The formative process will be the method of evaluation for:

(1) Tenure teachers meeting or exceeding expectations. This process is to take place a minimum of once every three (3) years. Tenured staff are encouraged to take advantage of this professional growth plan on a more frequent and voluntary basis.

(2) The formative process/professional growth plan 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.

4. Due to the new evaluative procedures outlined here, the following will occur during the 1989-90 school year or longer as needed:

a. Adequate teacher and administrative in-servicing to promote understanding and proper use of the process and forms.

b. Use of the formative process by teachers due for their three (3) year evaluation will be on a voluntary basis. Those teachers who do not choose the formative process will be evaluated by the summative process for the 1989-90 school year.

c. 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 may be initiated by either party upon reasonable request. Recommendations and findings from these meetings shall be sent to the Superintendent no later than May 15.

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 evaluating 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.

The summative and formative evaluation language as written does not remove the administrator's right to discipline a teacher and to record the discipline in the teacher's personnel file.

ARTICLE XVII

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. 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.

ARTICLE XVIII

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. 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 compliments, complaints, and concerns, if the compliments, complaints, or concerns involve a teacher. 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 parent contact.

ARTICLE XIX

STAFF DEVELOPMENT

- A. In recognition of the rapidly expanding fields of knowledge in the social and scientific field, the parties agree to provide staff development activities deemed necessary for professional improvement.
- B. Staff development will be coordinated by the Professional Staff Development Policy Board provided for by Section 97 of the State Code. The policy board will appoint two (2) in-service coordinators to coordinate in-service days provided in Section D. The policy board will conduct other business necessary to facilitate staff development for the K-12 staff.
- C. The responsibilities of the two (2) In-service Coordinators will each be compensated at two percent (2%) of the B.A. Base. One Coordinator shall be chosen from the elementary and one from the secondary level. If there is only one In-service Coordinator, that person shall be compensated for the year at four percent (4%) of the B.A. Base.
- D. There shall be granted two (2) half days per semester and a full day for each year for staff development. Staff development days shall be enumerated in the school calendar as soon as a staff development plan is in place.

E. The policy board is responsible for the staff development budget. Monies derived from Section 97 will be complemented by general fund monies when possible. General fund money shall be allocated for building In-service and disbursed equally between buildings.

F. The policy board is responsible for all staff development in the district. Membership on the Board will be determined by mandates from the State and in addition will include the two (2) In-Service Coordinators.

ARTICLE XX

CENTRAL CURRICULUM COMMITTEE

A. There is hereby established a Central Curriculum Committee. The Committee shall be composed of ten (10) members, four (4) of whom shall be elementary teachers, two (2) of whom shall be junior high teachers, two (2) of whom shall be senior high teachers, one (1) of whom shall be a secondary administrator and one (1) of whom shall be an elementary administrator. The Superintendent or a designee shall be a member of the committee and will be in charge of directing the activities of the committee. The teacher members of the committee shall be appointed by the Association, and the administrator members shall be appointed by the Superintendent. Appointments will be made for two (2) year terms. The committee shall have the right to organize itself and to establish its own procedural rules within the scope of this article. This committee shall meet a minimum of once a month throughout the school year. It is expressly understood that the teacher members of this committee shall be granted released time from their teaching duties when the committee meets during their regular duty hours. Recognizing the importance of citizen and student participation, the committee may call upon such individuals for input.

B. The committee will function in such a manner as to provide for continuity of development from kindergarten to grade twelve. The committee will plan for and coordinate the study of, and

expedite the adoption of procedures, instruments, and programs to resolve problems that interfere with the regular transition of students from building to building within the district, which by their nature cannot be dealt with adequately by the administration or professional staff of a single building. It is agreed that the Board, 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 Central Curriculum Committee for its consideration. A response shall be made to all submitted ideas or concerns. The Committee shall formulate written proposals which shall be presented to the Administrative Council by the Curriculum Committee Chairperson or designee. The Administrative Council shall review the written proposal(s) and forward it to the Board of Education for consideration; or refer it back to the Central Curriculum Committee for further study and possible revision. If referred back to the Central Curriculum Committee, it shall review the Administrative Council's recommendation(s) and resubmit its proposal to the Administrative Council. The proposal(s) and recommendation(s) shall then be forwarded to the Board of Education for consideration. The Administrative Council and the Board of Education agree to act upon such proposals in an expedient and timely manner. In the event the recommendations are not unanimous, a minority report may be filed with the majority recommendations and the minority report will accompany the majority recommendations whenever considered.

C. Central Curriculum Committee members shall be compensated at one per cent (1%) of the B.A. base.

ARTICLE XXI

REDUCTIONS IN PERSONNEL

- A. This Agreement shall be binding upon the Board and its successor personnel during the life of this Agreement.

- B. 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.

- C. 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.

- D. In accordance with the provision 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 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.

E. In the event a reduction in staff is necessary, the following order of layoff, within departments, shall apply:

1. Probationary teachers shall be laid off first in accordance with the following:
 - a. Probationary teachers with a Bachelors Degree and no previous experience.
 - b. Probationary teachers with a Masters Degree and no previous experience.
 - c. Probationary teachers with a Bachelors Degree and experience in districts other than Lincoln.
 - d. Probationary teachers with a Masters Degree and experience in districts other than Lincoln.
 - e. Probationary teachers with a Bachelors Degree and experience in Lincoln.
 - f. Probationary teachers with a Masters Degree and experience in Lincoln.
 - g. 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 or if that position is being eliminated altogether.

F. If a reduction in teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this Article shall be made in the inverse order of seniority, within departments; i.e., those with the least seniority within departments are to be laid off first.

- G. A teacher who is to be laid off pursuant to this Article, Section D., 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.
- H. For purposes of this Article, departments shall be defined as Grades K-6, Grades 7-12, and Grades K-12 for the departments of Art, Music, Physical Education, Media and Special Education. Example: All 7-12 teachers shall be considered one department.
- I. The term qualified for purposes of this Article shall be defined by state tenure requirements, appropriate certification and a major or minor in the subject area or one year of satisfactory teaching experience in the district in the subject area within the department during the last ten years. Ten college credits in the subject area to be taught within the last five (5) years shall serve to remove the experience requirements in this section.
- J. Layoffs in the specialized areas of Physical Education, Art, Music, Special Education, and Media will also be determined on the basis of qualifications of the teachers in addition to the above criteria.

- K. By November 15 of each year, the Assistant Superintendent shall meet with 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). In the circumstance of more than one individual having the same first day of work, a drawing of lots will be held to determine placement on the seniority list. The seniority list shall include the teacher's name, years of experience at Lincoln, experience in districts other than Lincoln, present departmental assignment, certification, degree levels obtained, majors and minors.
- L. When experience is equal, the higher degree held will be senior (within departments). In the event that experience and degrees held are equal, the order of layoff shall be determined by the drawing of lots within departments.
- M. Within departments, teachers shall be recalled to a position in the inverse order of layoff, providing they are certified and qualified for the specific opening.
- N. 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 Assistant Superintendent of any change in address. The teacher's address as it appears on the Assistant 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 Assistant 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.

- O. 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.
- P. 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.

Q. 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.

ARTICLE XXII

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 student, 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.
- 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 shall not be subject to binding arbitration.
- F. No disciplinary action shall be taken upon any complaint by a parent of 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.

ARTICLE XXIII

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. It is expressly understood that if days have to be rescheduled because of mechanical failure or other physical plant problems not resulting from an Act of God, the employees shall be paid.
4. Scheduled days of student attendance that are cancelled 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 instruction days at the Regional Career

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.

Technical Center. The calendar shall contain 181 student instructional days, 185 teacher work days for previously employed teachers, and 186 teacher work days for teachers new to the Lincoln system.

C. 1. Kindergarten shall operate under the following schedule:
First day, A.M. section only; Second day, P.M. section only.

2. In order to grant the Kindergarten teachers the equivalent of one (1) additional records day at semester break and at the closing of school, the two (2) instructional days prior to semester break and the closing of school will be scheduled, as follows:

First day, P.M. Kindergarten only

Second day, A.M. Kindergarten only

D. 1. When parent-teacher conference days are set, elementary teachers, grades 1-6, shall receive, per semester, at least three (3) days, at one-half (1/2) days each, for the purpose of parent-teacher conferences.

2. Kindergarten teachers, in recognition of their double load, shall receive at least three (3) full days per semester for the purpose of parent-teacher conferences.

ARTICLE XXIV

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.
2. The placing of a non-tenure teacher on a third year of probation.
3. The termination of services or the failure to employ or re-employ any teacher to a position on Schedule B.
4. Any matter involving the results of teacher evaluation.
5. 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 in which school is in session. 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 five (5) 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 three (3) 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 E 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 ten (10) days after the Level 2 discussion, or if there is no Level 2 discussion, within ten (10) days after receipt of the written decision. The Level 3 grievance shall have the specific representation of the Association or a specific waiver of representation. Within five (5) 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 secretary, the building principal in which the grievance arose and place a copy of same in a permanent file in the Assistant Superintendent's office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Assistant Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting no less than six (6) days prior to the next regularly scheduled Board meeting.

Level Four. Upon proper application as specified in Level Two, the Board shall allow the teacher or his association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one (1) or more of its members to hold future hearings thereon or otherwise investigate the grievance, provided, however, that in no event except with express written

consent of the Association shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Assistant Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the association.

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

1. If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within ten (10) days after the decision of the Board, 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 preemptorily strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Five 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 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 times 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 XXV

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 (103%) percent 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 (105%) percent 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 (107%) percent 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 days (100), 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.

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.

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 one (1) semester plus forty-six (46) days. Semesters shall be counted only to the extent that they equal full years (e.g., two semesters equals 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), the teacher must file evidence with the Assistant 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.

G. Health Insurance.

1. Upon proper application the Board shall pay the premium, without cost to the employee, MESSA's Super Care I with MESSA Care Rider or Blue Cross MVF2, Plan A. protection for a full twelve (12) month period for the employee's family, (excluding sponsored dependents).
 - a. The Board will pay one hundred and twenty dollars (\$120) to cover the yearly deductible for those teachers who elect MESSA health insurance. The amount will be paid in a separate check when application for health insurance is made.
2. a. Upon proper application employees who are insured with health insurance provided through the employer of the spouse shall be eligible to have the Board pay premiums for MESSA full family vision care VSP III coverage; MESSA long-term disability plan II coverage, sixty percent (60%) pay, sixty (60) day wait, one thousand five hundred dollars (\$1,500) maximum payment per month plus twenty thousand dollars (\$20,000) of MESSA term life insurance or employees may elect a one thousand dollar (\$1,000) annuity, for a plan selected by the Board and paid in five hundred dollar (\$500) stipends twice a year.

- b. If a husband and wife are members of the same bargaining unit, one (1) will be eligible for Full Family Health and the other eligible for the Options.
- c. 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. Falsification of information concerning double coverage may result in loss of insurance coverage for the employee and disciplinary action up to and including discharge.

H. Hardship Committee. A committee, composed of two (2) members appointed by the Superintendent and two (2) members appointed by the Association will be formed to review petitions from employees on a case-by-case basis who request consideration for exemption from the prohibition of dual coverage language.

1. Exemption will not be considered merely because a spouse's employer requires the spouse to take an entire insurance package. Consideration will be given for serious reasons including, but not limited to: if the spouse's insurance is minimal in nature and the spouse is required to take the insurance; if the spouse, because of impending retirement, is required to retain or resume coverage for a short period of time or if the spouse's health insurance (which is required) does not provide for a benefit and the one thousand dollar (\$1,000) benefit noted in G 2(a) above does not make up the difference. In cases of severe illness where \$1,000 will be exceeded during the year, the teacher may request reinstatement as soon as possible.
2. The Committee will make its recommendation to the Superintendent. Prior to the Superintendent reviewing the recommendation, the employee shall, within five (5) days of the Committee's recommendation, have the right to grieve the recommendation at the Superintendent's level. The final decision for the grievance and the recommendation shall rest with the Board.

The employee may not request arbitration for Committee, Administration, or Board decisions regarding hardship requests.

I. Dental Insurance.

Upon proper application dental insurance will be provided as follows:

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

J. Life Insurance.

1. The Board shall pay the premiums for a \$20,000 MESSA Life Insurance Policy for each bargaining unit member.

K. Vision Insurance.

1. Upon proper application the Board shall pay the premiums, without cost to the employees for MESSA Full Family Vision Care Plan III for all eligible employees.

L. 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.

M. 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.

N. 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.

O. 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 of 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 on 21 or 26 pay periods which match their regular pay periods or in a lump sum the first

payroll in June.

P. Summer School Pay.

Unless prior negotiations have established a different salary, salaries for federally funded, summer programs shall be computed on the basis of the number of hours it is assumed the program will run multiplied by the teacher's then current hourly rate of pay as determined by Schedule B up to a maximum of \$8.50 per hour.

- Q. 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.

R. The Association shall designate teachers in each school building as Association Representatives (A.R.'s). The Principal and 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.

S. 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.

T. Teachers required in the course of their employment to drive their personal automobiles shall be reimbursed at the rate of \$.20 per mile.

ARTICLE XXVI

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 XXVII

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, heretofore 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/Livingston 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.

F. All certified employees of the Lincoln Consolidated School District shall not begin a new semester of regular employment after their seventieth (70) birthday.

ARTICLE XXVIII
TERMINATION CLAUSE

This Agreement shall be in effect from September 1, 1989 through August 31, 1992.

Re-Open

The Contract shall be re-opened to provide for implementation of the middle school program.

The parties hereunto have set their hands by authority of their respective bodies this 5th day of June, 1990.

FOR THE ASSOCIATION:

FOR THE BOARD OF EDUCATION:

Ray W. Higgins

Kate Morris Curtis

Gene S. Miller

Jamie M. Johnson

Judy A. Wurdle

Amal D. Mitchell

Robert G. [unclear]

Marion Blake

TEACHER'S SALARY SCHEDULES

SCHEDULE A
1989-90

STEP	B.A.	M.A.	M.A.+30
1	20,447	21,888	23,322
2	21,866	23,529	25,233
3	23,337	25,139	26,991
4	24,664	26,655	28,650
5	26,087	28,270	30,405
6	27,558	30,023	32,444
7	28,887	31,638	34,294
8	30,213	33,345	35,906
9	31,542	35,099	37,613
10	32,869	36,902	39,321
11	34,447	39,882	43,242
L-16	35,480	41,079	44,540
L-21	36,169	41,876	45,404
L-26	36,858	42,674	46,269

SCHEDULE A
1990-91
(FIRST SEMESTER)

STEP	B.A.	M.A.	M.A.+30
1	21,163	22,654	24,138
2	22,631	24,352	26,117
3	24,154	26,019	27,935
4	25,527	27,588	29,653
5	27,000	29,259	31,470
6	28,523	31,074	33,580
7	29,898	32,746	35,494
8	31,271	34,512	37,163
9	32,646	36,328	38,930
10	34,019	38,193	40,697
11	35,652	41,278	44,756
L-16	36,722	42,517	46,099
L-21	37,435	43,342	46,994
L-26	38,148	44,168	47,889

1990-91
(SECOND SEMESTER)

STEP	B.A.	M.A.	M.A.+30
1	21,872	23,413	24,947
2	23,390	25,168	26,992
3	24,963	26,890	28,871
4	26,382	28,513	30,646
5	27,904	30,239	32,524
6	29,478	32,115	34,705
7	30,899	33,843	36,683
8	32,318	35,668	38,408
9	33,739	37,545	40,234
10	35,159	39,473	42,061
11	36,847	42,661	46,255
L-16	37,952	43,941	47,643
L-21	38,689	44,794	48,568
L-26	39,426	45,647	49,493

SCHEDULE A
1991-92
(FIRST SEMESTER)

STEP	B.A.	M.A.	M.A.+30
1	22,615	24,209	25,795
2	24,185	26,024	27,909
3	25,812	27,805	29,853
4	27,279	29,482	31,688
5	28,853	31,268	33,630
6	30,481	33,207	35,885
7	31,950	34,993	37,931
8	33,417	36,881	39,714
9	34,886	38,821	41,602
10	36,354	40,815	43,491
11	38,099	44,111	47,828
L-16	39,242	45,435	49,263
L-21	40,004	46,317	50,219
L-26	40,766	47,199	51,176

1991-92
(SECOND SEMESTER)

STEP	B.A.	M.A.	M.A.+30
1	23,407	25,056	26,698
2	25,031	26,935	28,886
3	26,716	28,778	30,898
4	28,234	30,514	32,797
5	29,863	32,362	34,807
6	31,547	34,369	37,141
7	33,068	36,218	39,258
8	34,587	38,172	41,104
9	36,107	40,180	43,058
10	37,627	42,243	45,013
11	39,433	45,655	49,502
L-16	40,616	47,025	50,987
L-21	41,404	47,938	51,977
L-26	42,193	48,851	52,967

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.

Position	%
Senior High School	.
Boys Varsity Football Head	18
Boys Football Assistant (4)	12
Boys Freshman Reserve Football	9
Boys Basketball Varsity Head	18
Boys Junior Varsity Basketball	12
Boys Freshman Basketball	9
Boys Swimming	14
Boys Swimming Assistant	7
Boys Wrestling	14
Boys Wrestling Assistant	10
Boys Track Varsity Team	14
Boys Track Assistant	10
Boys Baseball Varsity Head	14
Boys Baseball Junior Varsity	10
Boys Varsity Cross Country	11
Golf	11
Trainer	10
Girls Varsity Basketball	18
Girls Junior Varsity Basketball	12
Girls Varsity Softball	12
Girls Junior Varsity Softball	10
Girls Varsity Volleyball	14
Girls Junior Varsity Volleyball	10
Cheerleader Coach - Varsity	(per year) 5
Cheerleader Coach - Junior Varsity	(per year) 5

Girls Swim Coach	14
Girls Swim Coach Assistant	7
Girls Track Coach	14
Girls Track Coach Assistant	10
Boys Varsity Cross Country	11
Girls Varsity Cross Country	11
Pep Club	2
Freshman Sponsor	3
Sophomore Sponsor	4
Junior Sponsor	6
Senior Sponsor	7
Band Director	12
Assistant Band Director	10
Pit Orchestra	6
Musical Choral Advisor	6
Choral Director	5
*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
Assistant Drama Coach (per play)	3
Newspaper	8
Student Council Advisor	6
Yearbook	8
Driver's Education Classroom Time will be \$12.50 per hour	
Driver's Education road time will be \$11.00 per hour	
Multi-Cultural Coordinator	2
Student Contest Director	2

Position	%
Junior High School	
Boys Football - 8th - A Team (2)	6.5
- B Team (2)	6.5
Boys Basketball - 8th	8
Boys Basketball - 7th	8
Track (3)	5
Wrestling - 8th	5
Wrestling - 7th	5
Girls Basketball - 8th	8
Girls Basketball - 7th	8
Girls Volleyball - 8th	8
Girls Volleyball - 7th	8
Cheerleader Coach	(per year) 6
Drama Coach	3
Student Council	4
Gifted/Talented Coordinator	4
National Junior High Honor Society	3
Lincoln Arts Exhibit (each participating Art teacher)	2
Newspaper	4
Yearbook	4
Multi-Cultural Coordinator	1.5
Student Contest Director	2
Intramurals \$8.50 per hour up to 50 hour maximum	
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.

Position	%
Elementary	
Student Council (Divided Equally)	4
*Pre and post 6th grade camp - Camp Supervisor	3
6th grade camp teacher/coordinators	4
Safety Patrol Director	5
Choir	5
Basketball	2
Science Fair	1
*Festival of Arts Director (Per Building)	3
Lincoln Arts Exhibit (each participating Art teacher)	2
Multi-Cultural Director	3
Student Contest Director	2

* If more than one (1) person shares the Camp Supervisor or Festival of Arts Directorships, the percentage (3%) will be shared equally.

All teachers involved in after-school enrichment program activities shall be paid at the rate of \$9.00 per hour up to 50 hours.

SCHEDULE C

1990-1991 CALENDAR

August	27	Teacher Preparation Day
August	28	First Day Students Report 1-6 & a.m. Kindergarten Students Report Teacher In-service (p.m.) Students 7-12 All Day
August	29	Students 1-12 All Day & p.m. Kindergarten
September	3	Labor Day
November	22,23	Thanksgiving
December	21	Last Day of Classes - Winter Vacation
January	7	Classes Resume
January	16	Kindergarten classes a.m. only
January	17	Kindergarten classes p.m. only
January	18	Teacher Workday
March	28	Last Day of Classes - Spring Break
April	8	Classes Resume
May	24	Seniors Last Day
May	27	Memorial Day
June	5	p.m. Kindergarten Last Day
June	6	Students Last Day - Half Day
June	7*	Teacher Workday

*May be used as makeup by scheduling half day for students.

Report Days

181	Student Contact Days
2	Teacher Workdays
1	Teacher Preparation Day
<u>1</u>	Teacher In-service Day
185	Teacher Workdays

Half Days

	<u>HIGH SCHOOL</u>	<u>JUNIOR HIGH</u>	<u>ELEMENTARY</u>
Conferences	3	3	6
Exams	6	6	
Staff Development*	4*	4*	4*
Orientation (Jr. High Trimester)		2	
First Instructional Day of Year			1
Last Day of Year	1	1	1
	14 half days	16 half days	12 half days

*Staff development: Two (2) half days per semester and one (1) full day per year to be scheduled.

SCHEDULE C
MARKING PERIODS
1990-1991

ELEMENTARY
Semesters

	<u>Beginning</u>	<u>End</u>
1.	August 28	November 2
2.	November 5	January 17
3.	January 21	March 22
4.	March 25	June 6

JUNIOR HIGH
Trimesters

	<u>Beginning</u>	<u>End</u>
1.	August 28	October 12
2.	October 15	November 21
3.	November 26	January 17
4.	January 21	February 28
5.	March 4	April 11
6.	April 22	June 6

HIGH SCHOOL
Semesters

	<u>Beginning</u>	<u>End</u>
1.	August 28	October 12
2.	October 15	November 21
3.	November 26	January 17
4.	January 21	February 28
5.	March 4	April 11
6.	April 22	June 6 (May 24- Seniors)

SCHEDULE C

PARENT TEACHER CONFERENCES 1990-1991

EARLY ELEMENTARY

Kindergarten

November 12	1:00 - 4:00 p.m.	March 20
November 13	1:00 - 4:00 p.m.	March 21
November 14	9:00 - 11:30 a.m. (School p.m.)	March 22

ELEMENTARY

Kindergarten - 6

November 7,8	4:00 - 7:00 p.m. (Teacher Comp. Time a.m. - School p.m.)
November 9	1:00 - 4:00 p.m. (School a.m.)
March 26, 27	4:00 - 7:00 p.m. (Teacher Comp Time a.m. - School p.m.)
March 28	1:00 - 4:00 p.m. (School a.m.)

JUNIOR HIGH

November 7, 8,	5:00-8:00 p.m.
November 9	School a.m. - Teacher Comp Time p.m.
March 13	5:00 - 8:00 p.m.
March 14	School a.m. - Teacher Comp Time p.m.

HIGH SCHOOL

October 24, 25	5:00 - 8:00 p.m.
October 26	School a.m. - Teacher Comp. Time p.m.
March 14	5:00 - 8:00 p.m.
March 15	School a.m. - Teacher Comp Time p.m.

TEACHER IN-SERVICE SCHEDULE

August 28	Half Day - Elementary - No School p.m.
November 27	Half Day - District - No School p.m.
December 5	Half Day - High School - No School p.m.
January 18	Full Day - Junior High
March 1	Full Day - District All County (3/6 in 1992)
April 24	Half Day - Elementary & High School - No School p.m.
May 9	Half Day - All Buildings - No School p.m.

SCHEDULE C
EXAM SCHEDULE
1990-1991

JUNIOR HIGH

November 19, 20, 21	7:55 - 10:35 a.m.
February 26, 27, 28	7:55 - 10:35 a.m.
March 1	7:55 - 10:35 a.m.
June 4, 5, 6	7:55 - 10:35 a.m.

HIGH SCHOOL

January 15, 16, 17	7:55 - 10:50 a.m.
May 23	7:55 - 10:50 a.m. (Seniors)
May 24	1 hour early, (Seniors)
June 4, 5, 6	7:55 - 10:50 a.m.

May 29	Honors Assembly, 7:00 p.m.
May 31	Graduation, 7:00 p.m.

SCHEDULE D

Social Security Number

Payroll Deduction

Cash Payment

MEA

NEA

Active

Active

Life Paying

Life Paying

Life Paid

Life Paid

Non-Educator

Associate

Present Position _____

Highest Degree Held: ___ None ___ B.A.-B.S. ___ M.A.-M.S.
 ___ Specialist ___ Doctorate

Mr. Name _____ Home Phone _____

Mrs. Address _____

Miss City _____ State _____ ZIP _____

Dr.

I authorize the Board of Education to deduct Local Michigan and National Education Association dues unless I revoke this authorization in writing, prior to September 1st of any given year.

School System _____
School Building _____
MEA Region _____
County _____

Date _____

Signature (if Payroll Deduction)

SCHEDULE E
GRIEVANCE FORM

To the teacher filing a grievance:

The WLEA 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 XXIV, 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 Article(s) and paragraph(s) of Agreement or written Board Policy. (List all applicable sections) _____
6. Relief requested _____

7. Date filed with building principal _____
8. Signature of Grievant(s) _____

SCHEDULE F-1

LINCOLN CONSOLIDATED SCHOOL DISTRICT

SUMMATIVE TEACHER EVALUATION FORM

TEACHER _____ SCHOOL YEAR _____

ASSIGNMENT _____ SCHOOL _____

TENURE STATUS: _____ PROBATIONARY _____ TENURED

PRE-EVALUATION CONFERENCE DATE _____ EVALUATOR _____

The purpose of a summative evaluation is to provide the school district with information that can be used in making a decision about a teacher's job status. In a summative evaluation, teacher performance shall be rated using the following guide:

EX = PERFORMANCE EXCEEDS EXPECTATIONS. Even for experienced teachers, this category should not be the average; this rating should be reserved for individuals who clearly exceed the level of performance expected.

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 some major performance expectations but fulfills other expectations. This rating indicates improvement is needed and that an improvement plan should be developed.

DN = PERFORMANCE DOES NOT MEET MINIMUM REQUIREMENTS/ EXPECTATIONS. This rating indicates the teacher is not performing acceptably. It is a warning that significant improvement is needed. Few individuals should receive this rating.

NA = CATEGORY NOT APPLICABLE.

Comments written by the evaluator must be based on behavior observed during a formal evaluation and other criteria designated in the evaluation form. The evaluator is to use supportive comments on each area rated. If any areas are rated DN or PM, additional comments shall be included to indicate specific skills that need to be improved. If a teacher desires, the teacher may include comments about this evaluation on an attached sheet.

EVALUATION CRITERIA

A. TEACHING TECHNIQUES

- () 1. Demonstrates planning skills
 - ___ a. Selects a variety of teaching methods and procedures
 - ___ b. Includes relevant student activities
 - ___ c. Plans appropriate time allotments

Comments: _____

- () 2. Selects lessons that coincide with the district's curriculum

Comments: _____

- () 3. Displays knowledge of subject content
 - ___ a. Presents accurate information
 - ___ b. Explains specific topics or activities in context with subject matter
 - ___ c. Keeps instructional practices and classroom curriculum current

Comments: _____

- () 4. Demonstrates skill in communicating subject matter to students
 - ___ a. Speaks clearly
 - ___ b. Communicates ideas logically
 - ___ c. Uses appropriate examples and illustrations

Comments: _____

() 5. Gives clear, explicit directions to students

Comments: _____

() 6. Seeks feedback from learners to make certain students understand the instruction/lesson being presented

- ___ a. Questions students and provides comments to clarify the lesson
- ___ b. Elicits and responds to student questions

Comments: _____

() 7. Provides opportunities for individual differences

- ___ a. Paces learning according to student's progress
- ___ b. Presents subject matter which is appropriate for the abilities of the students
- ___ c. Makes use of specialized services as needed

Comments: _____

() 8. Prepares appropriate evaluation activities

- ___ a. Monitors student progress using clear and purposeful evaluation methods
- ___ b. Prepares evaluations/tests which reflect course content

Comments: _____

B. ORGANIZED, STRUCTURED CLASS MANAGEMENT

- () 9. Keeps students actively involved in lessons
___ a. Begins class work promptly
___ b. Helps students develop learning skills and efficient work habits
___ c. Minimizes transition time
___ d. Organizes students according to instructional needs

Comments: _____

- () 10. Makes effective use of materials and resources
___ a. Includes supplementary resources when appropriate
___ b. Blends materials and resources into a lesson

Comments: _____

- () 11. Maintains standards for student behavior
___ a. Manages discipline problems constructively according to building rules and school board policies
___ b. Establishes and clearly communicates guidelines for student classroom behavior
___ c. Demonstrates fairness and consistency in the handling of behavior problems
___ d. Provides an environment which promotes student self-discipline

Comments: _____

C. POSITIVE INTERPERSONAL RELATIONS

- () 12. Shows respect for the basic worth and dignity of the individual student

Comments: _____

- () 13. Promotes positive self-concept in students
___ a. Provides opportunities for student to gain recognition for achievement
___ b. Promotes student self control
___ c. Reinforces positive self image

Comments: _____

- () 14. Establishes effective relationships with students
___ a. Develops productive relationships with students individually and in groups
___ b. Gives constructive criticism and praise when appropriate
___ c. Communicates with students with understanding

Comments: _____

D. PROFESSIONAL TRAITS AND RESPONSIBILITIES

- () 15. Develops effective human relationships
___ a. Cooperative with administration
___ b. Cooperative with staff
___ c. Fosters positive parent and community relationships

Comments: _____

- () 16. Adheres to the code of professional ethics

Comments: _____

() 17. Plans adequately for substitutes

Comments: _____

() 18. Is dependable and punctual

Comments: _____

() 19. Participates on building and district-wide committees

Comments: _____

() 20. Plans activities for professional growth and development
(workshops, conferences, classes, travel, etc.)

Comments: _____

F. RECOMMENDATIONS (More than one box may be checked)

() I recommend continued probationary status for this teacher (and continuation in the summative evaluation mode).

() I recommend this teacher be granted tenure and continue in the summative evaluation mode.

() I recommend continued tenure status and use of the summative evaluation process.

() I recommend continued tenure status and use of the formative evaluation process for this teacher.

() I recommend release of this teacher.

() I have been informed that this teacher is resigning from the Lincoln School District.

EVALUATOR _____ DATE _____

I HAVE REVIEWED THIS EVALUATION FORM AND DISCUSSED THE CONTENTS WITH THE EVALUATOR. I HAVE BEEN INFORMED OF MY PERFORMANCE EVALUATION AND HAVE BEEN GIVEN THE OPPORTUNITY TO MAKE COMMENTS. MY SIGNATURE DOES NOT NECESSARILY IMPLY AGREEMENT WITH THE APPRAISAL OR THE CONTENTS.

TEACHER _____ DATE _____

G. OPTIONAL TEACHER COMMENTS

SCHEDULE F-2

LINCOLN CONSOLIDATED SCHOOLS
FORMATIVE EVALUATION/PROFESSIONAL GROWTH PLAN

TEACHER _____ SCHOOL YEAR _____

ASSIGNMENT _____ SCHOOL _____

The purpose of a formative plan is to generate information that will help the teacher identify specific areas for professional growth for improvement of performance.

POST-EVALUATION GOAL:

PLAN:

RESOURCES:

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

Implementation Date _____ Teacher's Signature _____

Administrator's Signature _____

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 _____

SCHEDULE G
LINCOLN CONSOLIDATED SCHOOLS
PERSONAL LEAVE NOTIFICATION

I should like to notify you of personal leave.

Date and time _____

Building _____

Is a substitute needed? _____ Yes _____ No

Signature of teacher _____

Teacher has used _____ days of Personal Leave this year.

This request must be in the office of the Superintendent at least one (1) day prior to the beginning of the leave, except in case of emergency.

Superintendent

SCHEDULE H

LINCOLN CONSOLIDATED SCHOOLS

REQUEST TO ATTEND A PROFESSIONAL CONFERENCE

_____	_____
Name	School

Position	
_____	_____
INCLUSIVE DATES OF LEAVE	TOTAL WORKING HOURS ABSENT
_____	_____
Beginning Date and Hour	Ending Date and Hour

THE PURPOSE OF THE CONFERENCE IS AS FOLLOWS:

LOCATION OF THE CONFERENCE: _____

DATE: _____ SIGNATURE _____

DATE: _____ APPROVAL OF PRINCIPAL _____

THIS REQUEST IS _____

DATE _____

Superintendent's Signature

Application for conference attendance must be made at least fourteen (14) calendar days prior to the beginning of the conference.

If expenditures are involved, a completed application for travel must be included with this form.

The applicant will be notified as to final action on the request.

LETTER OF AGREEMENT
BETWEEN THE LINCOLN CONSOLIDATED SCHOOLS
BOARD OF EDUCATION AND THE WLEA
REGARDING
SPECIAL STUDENT PROGRAM

It is the goal of both parties to make a program for children placed in the district as positive an experience as possible. To this end, both parties agree to meet within thirty (30) days of ratification of this Contract to draft a letter to the WISD Superintendent advising him of the Lincoln Article VIII, D. contract language, and to express concerns related to the WISD's implementation of returning severely handicapped students to Lincoln.

Norman Blake 6-5-90
For the Board Date

Jane S. Miles V.P. 6-5-90
For the Association Date