MASTER AGREEMENT

BETWEEN THE

LINDEN BOARD OF EDUCATION

AND

LINDEN EDUCATION ASSOCIATION
LOCAL 10 / MEA / NEA / LINDEN UNIT

July 1, 2024 - June 30, 2026

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ARTICLE 1
Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified and professional personnel including but not limited to teachers, psychologists, social workers, speech and language pathologists, counselors, media specialists, and literacy coaches whether under contract, on leave, employed, or to be employed by the Board, excluding the Superintendent, Assistant Superintendents, Principals, Supervisors, and substitutes within the meaning of the Public Employment Relations Act.

B. The term "Teacher" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined.

Nothing contained herein shall prevent the Board from modifying, revising, combining, or eliminating any position of employment in this Article pursuant to the conditions of this Agreement.

C. Any new position created during the life of this Agreement will be added to the unit providing it fits the description of "Teacher" as used in this Agreement.

D. The "Board" shall mean Board of Education or anyone the Board designates to act on its behalf.

ARTICLE 2
Association and Teacher Rights

A. The Association and its members shall have the privilege of using school building facilities for meetings outside of class hours on the same basis as are civic or political organizations in the District, as established by District policy.

B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official business of the Association at all reasonable times, provided that this does not interfere with or interrupt normal school operations.

C. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. However, a teacher should abstain from conduct which adversely affects a teacher's relationship to the students or the discharge of a teacher's teaching duties.

D. The Association may have the right to use school classroom(s), equipment within the building where equipment is located and facilities including computers, duplicating equipment, audio-visual, and multimedia equipment at reasonable times when equipment is not otherwise in use and which use is limited to operation on school property. The Association shall pay for the cost of all materials and supplies incidental to such use.

E. The Association shall have the right to post notices of its activities and matters of the Association's concern on teacher bulletin boards as provided in the teacher lounges.

F. The Board will consult with the Association on any new or modified fiscal, budgetary, or tax problems; construction programs; or major revisions of educational policy and/or programs which are proposed or under consideration, and the Association will be given the opportunity to advise

the Board with respect to said matters prior to their adoption and/or general publication. The time and place for providing such advice will be determined by the Board.

G. The Association shall be granted ten (10) days to be used by the Association representatives for Association business. These days may be used by any member of the Association designated by the President. The Board will assume the cost for five (5) of the days, and the Association and/or MEA will pay the substitute teacher cost for five (5) of the days. The responsibility of payment will be agreed upon by the Association President and the Board each year.

ARTICLE 3
Rights of the Board

A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the School Code and the laws of the State, the Constitution of the State of Michigan, and/or the United States. Such rights and duties, etc. shall include, but are not limited to, the right to the following:

1. manage and control its business, its equipment, and its operations of the entire school system;

2. continue its rights, policies and practices of assignment and direction of personnel, and schedule all the foregoing; and

3. determine the services, supplies, and equipment necessary to continue its operation and to determine methods and means of distributing the above.

B. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the provisions of this Master Agreement.

ARTICLE 4
Agency Shop and Payroll Deductions

A. Notwithstanding any other provision of this Agreement, in the event that Michigan law prohibits the employer from assisting in collecting dues or service fees from wages, then the law will supersede any and all provisions to the contrary and collection of dues or service fees shall be within the exclusive province of the Association without any further obligation/liabilities attributable to the employer. The hold harmless provisions of Sections C are hereby specifically incorporated into this Section.

B. The Association, the Michigan Education Association, and the National Education Association shall indemnify and save the Board harmless against and from all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

C. The Association shall, when the Board is sued individually or jointly, make available, competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations.

D. The Association agrees to indemnify and save harmless the Board against any and all claims, demands, suits, expenses, or other forms of liability, including, but not limited to, back pay, of whatsoever kind and nature and any action or liability arising pursuant to Michigan's "Right to Work" legislation, MCL 423.209 and 423.210, that shall arise out of action taken by the Board for purpose of complying with the provisions of this Article. The provisions of any state, federal, or local law or statute which provide that such an indemnification clause or release shall not extend to this Article or to claims, demands, suits, or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby expressly waived by the Association and the employees covered by this Agreement.

ARTICLE 5
Teaching and Class Loads

A. All teachers are to be at their appointed workstations at least ten (10) minutes before classes commence in the morning. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.

Linden High School teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning and will be permitted to leave twenty (20) minutes after the close of the pupils' regular day.

Linden Middle School teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning and will be permitted to leave ten (10) minutes after the close of the pupils' regular day.

Elementary teachers shall be required to report for duty ten (10) minutes before the opening of the pupils' regular day in the morning and will be permitted to leave five (5) minutes after the close of the pupils' regular day.

The normal teacher work day at all levels shall be equalized at no more than seven (7) hours and twenty-one (21) minutes.

Each building principal may have extended staff meetings beyond the regularly scheduled day for no more than a total of five (5) hours annually. Attendance at such extended staff meetings is mandatory. When using this time in addition to the regular work day for staff meetings, the building principal shall give at least one week's prior notification with a written tentative agenda.

B. The normal weekly teaching load in the middle school and high school will be thirty (30) teaching periods and five (5) unassigned preparation periods or not to exceed an average of twenty-five (25) hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for the purposes of this Article. The normal teaching load in the elementary schools will be thirty (30) teaching periods or not to exceed five (5) hours and thirty-five (35) minutes of pupil contact per day.

C. Elementary teachers will be provided a total of two hundred seventy (270) minutes relief time per week from recess and/or instructional "specialists." It is the Board's intent to maintain

instructional specialists. However, in the event of a financial crisis, if specialists are reduced or eliminated and state mandated instructional hours are in jeopardy, the time before and after school may be counted toward the two hundred seventy (270) minutes of preparation time.

D. All teachers shall be entitled to a duty-free uninterrupted lunch period not less than thirty-five (35) minutes. A maximum of 50% of the teachers, without a teaching assignment, within a building may leave the building during the lunch period. Preparation time is to be considered work time and not duty-free. Teachers leaving the building are to sign out at the building office.

E. Teachers of art, music, librarians, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.

F. In the event of any disagreement between the representatives of the Board and the Association as to the need and desirability of such deviations from these norms, the parties shall negotiate such deviations.

G. Extra period assignments will be paid at 17% of the teacher's personal teaching salary, dependent upon the daily assignment.

ARTICLE 6
Teaching Conditions

A. The Board and the Association both recognize that high quality education is possible when the act of educating is performed under optimum conditions. It is also recognized that it is the primary duty of a teacher to teach and that the organization of the school and the teacher's duties should be directed towards this end. Every effort will be made to provide conditions that will provide high quality education to every student in the school district.

B. It is agreed that the teacher-pupil ratio is an important factor in an educational program and that the class sizes should be lowered whenever possible to meet the following standards:

1. ELEMENTARY

Young Fives	23
Kindergarten	26
1st through 5th	30

2. SECONDARY

6th through 12th	31 (Except physical education, instrumental and vocal music, and study hall)

C. Teachers who are assigned to classes which exceed the maximum of twenty-three (23) in Young Fives, twenty-six (26) in Kindergarten and thirty (30) in elementary grades (1-5) shall receive an additional payment of $210 per student, per semester as of the 4th Friday of each semester.

Except for Physical Education and Instrumental and Vocal Music, teachers of Middle School and High School classes who are assigned to classes which exceed thirty-one (31) students shall be paid $45 per section, per student, per semester, as of the 4th Friday of each semester.

The Board of Education will strive to keep class sizes at an equal level and, if increases prove necessary, to make pupil assignments on an equitable basis. The Association pledges to maintain or improve the quality of education in those classrooms where maximum excesses exist.

As a condition of this contract, both parties agree that the dollar amount per student, per semester in excess of the maximums will not be used or referred to as a standard or precedent for establishing additional payment in future contracts.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar items should be made available to the teachers at all times. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board agrees also to keep the schools reasonably equipped and maintained. This should include all teachers' facilities such as teachers' lounges and restrooms, if possible.

E. The Board and the Association mutually recognize the importance of continuous use of adequate teacher reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school, if possible, and include therein all texts which are reasonably requested by the teachers at that school.

F. The Board agrees to make available in each school adequate copy machines, a computer, and printer access will be provided for the teachers in each building.

G. The Board shall make every attempt to provide the following:

1. a separate desk for each teacher in the district with lockable drawer space;

2. a closet space for each teacher to store a coat and personal articles;

3. a chalkboard/whiteboard in every classroom;

4. an information source in every classroom; and

5. adequate storage space in each classroom for instructional materials.

H. Teachers shall not be required to perform noon-hour, lunch supervision, or recess duty. Teachers who are chosen to voluntarily perform these duties shall be compensated as outlined in Schedule D.

I. The Board shall make available, if possible, in each school adequate restroom and lunchroom/lounge facilities exclusively for teacher use with appropriate furnishings such as couches, tables, lounge chairs, sink, and refrigerator.

J. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

K. School facilities shall be kept clean and available for all planned and approved educational activities.

L. No teacher shall be required to have completed report cards or CA files before the end of the Records/Check Out day of any semester.

M. Each of the school counselors, and the position of Special Education Coordinator, shall work up to an additional ten (10) work days, as needed, beyond the normal school year work schedule. Additional time needed, beyond ten (10) days, shall require approval of the Superintendent or the Superintendent's designee, and comp time will be provided for this additional time worked. Notification of work days scheduled shall be made in writing to the counselors, Special Education Coordinator, and the Linden Education Association prior to May 20th of each school year by the building principal. Each counselor shall be provided with the opportunity of work. The days are to be equalized within the building.

Pay shall be on a per diem basis with the annual salary divided by the number of teacher contract workdays. When days are worked, additional time sheets with dates listed and authorized signatures included shall be submitted to the central office payroll division.

ARTICLE 7
Qualifications and Assignments

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, if a satisfactory one is available at the time for hiring.

B. No full-time or emergency substitute teacher serving in a regular position will be hired under the provisions of the State Board of Education special ninety (90) day certificate unless necessary.

C. Student teachers shall not be used as substitute teachers without the consent of their supervising teacher. Only teachers who meet the university/college/institution's requirements will be eligible to accept student teachers and such assignment will be voluntary.

ARTICLE 8
Vacancies, Promotions, and Transfers

A. An assignment for the purposes of this paragraph shall be defined as a change in teaching position within a building.

A transfer (whether voluntary or involuntary) shall be defined as the movement of a teacher to another building.

ARTICLE 9
Layoff and Recall

A. All personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

For purposes of this section, the term “teachers” shall mean individuals whose employment is regulated by the language of this contract as outlined in Article I.

B. Teacher Effectiveness

For the purpose of layoff and recall, effectiveness shall be measured by the criteria below, which are intended to be consistent with applicable law; and to the extent there are inconsistencies, the current law shall apply.

The teacher's individual performance shall be the majority factor used in making such decisions. Individual performance shall be measured by a composite of the teacher’s ratings on an annual year-end performance evaluation using the negotiated staff evaluation tool.

Teachers rated as “Needs Support” on their year-end final evaluation shall not be given preference over a teacher who is evaluated as “Developing” or “Effective.” Due to unique certification status, and with written approval and rationale of the Superintendent, an ineffective teacher may be retained.

Teachers rated as “Developing” on their year-end final evaluation shall not be given preference over a teacher who is evaluated as “Effective,” provided that there are teachers certified to perform the remaining work without creating an undue disruption to other teaching assignments or educational continuity in the opinion of the Superintendent or designee.

Probationary teachers rated as “Effective” shall not be displaced by a teacher on continuing tenure solely because the other teacher has continuing tenure.

In the event that a personnel decision within the scope of this policy involves two or more teachers and all of the above factors, tiebreaker factors, and any other job-related factors identified by the Superintendent or designee are equal, then length of service or tenure status may be considered as the final tiebreaker. This includes situations where teachers may have the same overall rating.

Generally, layoff procedures shall be made in the following order of priority, provided that the teachers remaining are certified to teach in the grades or subject areas being reduced.

1. The District shall identify district class/section needs.

2. The District shall start at top, work down the effectiveness list, and place teachers in district class/section needs.

3. The remaining teachers will be identified as laid off.

C. Selection Process

In the event that it becomes necessary to reduce the number of teachers, the procedures outlined below shall be followed:

1. The Superintendent or designee will identify the teaching positions to be eliminated.

2. Staff effectiveness list will be generated based on the most recent year-end performance evaluation. The effectiveness list will be based on the teacher's effectiveness rating.

3. For the purpose of the staff effectiveness list, staff members who have the same effectiveness rating will use the tiebreaker procedures to determine placement on the staff effectiveness list.

4. The following tiebreaker procedure within the same effectiveness category shall be followed:

    a. Numerical score based on summative evaluation within each effectiveness rating band.

        Each indicator for each domain will be totaled based on the point value assigned in the teacher's year-end evaluation. A total score for the domains will be assigned. This domain score will be used to identify the rating for each band (based on #3).

    b. Significant relevant accomplishments and contributions which are above and beyond requirements of the teaching position within the last three (3) years (e.g., School Improvement Team Chair or Co-Chair, obtaining grants for programs that impact instruction, providing formal professional development to staff, consistently providing additional academic/non-academic support to students before/after school).

        The District will determine acceptance of significant relevant accomplishments and contributions.

    c. Relevant Training within the last three (3) years (e.g., AP Teacher Summer Training, Formative Assessment Training, Crisis Intervention Prevention (CPI) Training).

        The District will determine acceptance of relevant training.

    d. Discipline which required the teacher to be on leave without pay within the last five (5) years.

        Teacher(s) who were on leave without pay will be listed lower than the teacher(s) within the tied band who have not been on disciplinary leave without pay.

    e. Attendance.

        Teacher(s) who took non-paid time off within the last five (5) years will be ranked lower than the teacher(s) within the tied band who have not had non-paid time off.

    f. If a tiebreaker still exists, the individual with the higher seniority will be placed ahead of the individual with the lower seniority.

D. Recall

The District will maintain a recall list of laid off tenured teachers for up to two (2) years following the effective date of layoff by the District. Probationary teachers will remain on a recall list for the period of time equal to their employment by the District, not to exceed two (2) years. After such time, the teacher's name will be removed from the recall list. It is the teacher's

responsibility to maintain the teacher's certification and/or qualifications and to promptly provide documentation of the certification and qualification status to the District.

In the event that the Board determines to recall teachers, the following procedures shall apply:

1. The Superintendent or designee will identify vacancies and/or positions and the certification area for which a vacancy exists.

2. Once the District has identified the position(s) in which a vacancy exists, the Superintendent or designee shall issue a notice of recall to the vacant position. Teachers shall generally be recalled in inverse order of the layoff list with the individual highest on the effectiveness list who is laid off being considered first.

3. Teachers shall not be recalled to positions in which they have not taught within the past five (5) years.

The District has sole discretion to determine the appropriate assignment(s) of recalled teachers.

E. Definitions

Layoff: A staffing reduction for economic or administrative reasons, such as in response to economic necessity, decreased enrollment, program changes, territorial changes, and other operating conditions.

Recall: Written notice to return to work sent by the District to a teacher who (1) has been laid off under this article, (2) is certified and qualified, and (3) retains employment rights under this article.

Relevant special training: A factor in layoff and recall decisions based on the teacher's completion of relevant training other than the professional development or continuing education that is required by the district or by state law and integration of that into instruction in a meaningful way and as specifically defined in the district's performance evaluation system.

Seniority: As defined in the teachers' collective bargaining agreement.

Significant, relevant accomplishments and contributions: A factor in making layoff and recall decisions based on the teacher's contribution to the overall performance of the school by making clear, significant, and relevant contributions above the normal expectations for an individual in the teacher's peer group and by demonstrating a record of exceptional performance.

Student Growth: Measured using multiple measures as defined in Article 20.

Termination: Severance from employment for reasons, such as absence without leave, resignation, layoff, dismissal, or nonrenewal; this does not include approved leaves of absence.

F. Repeal and/or Amendments

Should any language within MCL ACT 451 of 1976, Sec. 380.1249.amended be repealed or amended, this provision shall be null, void, and removed from the master agreement effective immediately.

ARTICLE 10
Leaves of Absence - General

A. All teaching employees of the Linden Community Schools will be at their stations every day for which they are paid, except as provided in the following paragraphs.

B. It is the teacher's responsibility to follow district procedures for the absence management system to be eligible for "absence without loss of salary" and the reason for absence. If this procedure is not followed, deductions from salary could be automatically made.

Except in cases of emergency, teachers shall make every effort to follow district procedures for the absence management system at least one (1) hour before the employee's work start time to request a substitute when they are absent.

ARTICLE 11
Paid Leaves of Absence

A. Sick Leave

1. At the beginning of each school year, all teachers of the Linden Community Schools will be credited with a twelve (12) day sick leave allowance used for absences caused by personal illness or serious illness in the teacher's immediate family. Serious illness in the immediate family is interpreted to include father, father-in-law, mother, mother-in-law, brother, sister, spouse, children, grandparents, or grandchildren. The Board of Education may require a doctor's statement.

   Sick leave may be used for additional bereavement leave if granted by the Superintendent. Such exceptions shall not be used as precedent and shall not be subject to the grievance procedure.

2. Of the twelve (12) days allowed above in Section A1, four (4) days may be used as personal days upon request with at least forty-eight (48) hours' notice (except in emergency situations) to the immediate supervisor. Personal days may not be used to extend a vacation, holiday, or travel time except as described below. Personal days may be used immediately preceding or following a holiday or vacation when the necessity for the day clearly falls beyond the control of the teacher. Teachers, when giving notice for use of personal day(s), will do so as per the absence management system. Unused personal days shall accumulate as sick days.

3. There shall be no maximum on accumulated sick days.

   The use of three (3) or more consecutive days will require either prior approval from the building administrator and/or an excuse from a medical professional.

4. At the end of each school year, a teacher shall be compensated by the Board at the rate of 30% of the teacher's daily pay as per Schedule A for sick days accumulated over seventy-five (75), not to exceed twelve (12) days per year; or a teacher may elect not to receive compensation at the end of the year for that year but may apply them toward accumulation of sick days.

5. Teachers will not suffer loss of pay or sick leave for the following reasons:

a. absence when a teacher is called for jury duty or is subpoenaed to appear in any court proceedings on school business or is authorized by the Superintendent to participate in a judicial proceeding,

b. administration approval for visitation at other schools or for attending educational conferences or conventions, or

c. time necessary to take the selective service physical examination.

B. Personal Day/Comp Time Attachment

Bargaining unit members working eight (8) hours of approved extracurricular events or activities (both elementary and secondary) may use one personal/comp time day attached to a vacation or holiday period. Holiday periods shall be defined as Labor Day Weekend, Memorial Weekend, and Thanksgiving Break. Vacation periods shall be defined as Winter Break, Spring Break, and Summer Break. Time worked and benefits used in conjunction with this provision must be in the same school year, except time accrued after May 1st will be carried over one school year. Approved events or activities must be earned prior to attaching personal/comp time days to a vacation or holiday period.

Any approved extracurricular events or activities must fulfill the following requirements:

a. be uncompensated,

b. be outside the regular scheduled school day, and

c. involve the direct supervision of the event and/or pupils in attendance.

Activities are limited to the following:

Athletic Event Support as assigned by AD (e.g., ticket sales)
Kindergarten Round-up/Screening (for the supervising classroom teacher)
Graduation
Chaperoning school-sponsored dances
Homecoming events (e.g., Powderpuff) – not to exceed eight (8) hours total
Talent shows
Eighth grade orientation/parent night
Freshman orientation
Tech/sound at events
Elementary Music Concerts (for supervising classroom teacher)
Honors Assembly
PALS events for which they request volunteers
Pre-approved Curriculum related community events (e.g., AP Night, STEM Night, Literacy Night, etc.) - not to exceed three (3) hours per event
8th Grade Washington, D.C. Trip - not to exceed eight (8) hours in a 24-hour period with a maximum of three (3) days/24 hours earned per trip

The following clarifications shall apply:

- No personal/comp time day attachment shall happen without working a minimum of eight (8) hours of extracurricular events/activities.
    - Working four (4) hours does not earn the right to attach a half day.
- **Only *one*** attachment day can be used per vacation/holiday period.
    - Comp time 6 hours (or 3), or
    - Personal day 7.25 hours
- Working a minimum of eight (8) hours of extracurricular events/activities only earns the *right* to attach personal time or comp time to a vacation/holiday period.
    - ***It does not earn any additional time.***
- Pre-approval in writing from the administrator with oversight over the event is needed to work time for attachment.
    - A teacher should never assume the teacher will be provided attachment hours for the work.
- Hours need to be worked and recorded in the central office ***prior to*** putting in for the time off.

C. Bereavement Days

A maximum of three (3) bereavement days with pay shall be granted to any teacher in connection with the death of a member of the teacher's immediate family. Immediate family is not limited to those listed in Section A 1, Sick Leave. Exceptions for additional bereavement leave may be granted by the Superintendent. Such exceptions for additional bereavement shall not be used as precedent setting and shall not be subject to the grievance procedure.

D. Workers' Compensation

Teachers suffering injury, while in attendance at normal school work or school functions, which results in the loss of working days will not be subject to loss of sick leave time for said period.

ARTICLE 12
Unpaid Leaves of Absence

A. The Board of Education may grant a long-term leave of absence without pay upon request of a teacher who has been employed in the Linden Schools for at least three (3) years. This long-term leave will not be granted for more than one (1) school year. A teacher who has been granted long-term leave shall notify the Superintendent of the teacher's intent to return by April 1 for the following school year and will be assigned a position if available. Failure to notify the Superintendent in writing by the required date will constitute a voluntary quit. Long-term leave of absence shall be defined as those leaves not covered under FMLA or extensions to FMLA.

B. Any teacher having exhausted accumulated sick leave shall be placed on unpaid medical leave (subject to insurance coverage) until the teacher is medically qualified to return to work. After the MESSA waiver of premiums ceases (if one exists), fringe benefits for the teacher shall be paid by the Board on the basis of one month's coverage for each year of service in the district up to a maximum of twelve (12) months coverage to the same extent as an active teacher.

C. Any teacher who is inducted into any branch of the armed forces shall be granted a military leave, without pay, for the duration of their inducted service.

1. Any teacher who receives an honorable discharge from the armed forces and applies for re-employment within ninety (90) days of receipt of said discharge, may be re-employed at the beginning of the semester following application or as soon as a position for which the teacher is certified and qualified is available.

2. Teachers so re-employed shall be reinstated without loss of status or seniority.

D. A leave of absence without pay shall be granted to any teacher for the purpose of childcare. The object child of the leave must be a newborn infant or a newly adopted child.

1. The teacher may renew said leave beyond the term allowed in Article 12, Section A, not to exceed three (3) years. Return from said leave beyond that provided for in Article 12, Section A above shall be to the same or equivalent position when available.

2. Formal request for said leave shall be made in writing. Other reasonable details regarding the nature of the leave shall be furnished upon request of the Superintendent. Such leave will commence at a date mutually agreeable to the teacher and the administration.

   A teacher adopting a child shall file a written request for leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving such custody, if necessary, to fulfill the requirements for adoption.

3. Return from said leave will be permitted when the teacher submits a written physician's statement indicating health standards permitting return to normal duties.

4. A teacher must notify the Superintendent at least sixty (60) days prior to the beginning of the semester in which the teacher intends to return, provided that in the case of a teacher who is returning at the beginning of a school year, such written notice must be received no later than April 1. Failure to notify the Superintendent in writing by the required date will constitute a voluntary quit.

E. Members will not accrue seniority unless it is medically documented, and any return to work will require a new request for leave.

ARTICLE 13
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 meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Academic freedom shall be guaranteed to students and teachers; and no special limitations shall be placed upon study, investigation, presenting, and interpreting facts and ideas concerning man,

human society, the physical and biological world, and other branches of learning subject only to accepted standards of professional educational responsibility as determined by a committee of the Linden Education Association and administrative staff members. Academic freedom does not infer or guarantee a license to say or do what one feels without the responsibility for having done so.

1. Freedom of individual conscience, association, and expression will be encouraged; and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

   The teacher must exercise responsibility and prudence and must realize that teaching in an elementary or a secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.

ARTICLE 14
Grade Change

A. No student's grade will be changed without the approval of the teacher who assigned the grade at the end of the semester. In the case of a grade change request, the following procedure shall be followed:

1. If the teacher does not concur with the request for the grade change, the Principal may convene a review panel consisting of three (3) members, other than the teacher involved, of the Linden Education Association, a Board of Education member, and the Superintendent. The Panel will review the request and the teacher's reasons for non-concurrence and will reach a decision.

2. The Review Panel will invite the student and their parents to the meeting and provide them with the opportunity to make a written or oral presentation to the Panel.

3. If the Review Panel's decision is that the grade be changed, the teacher may within thirty (30) days appeal the decision to the Board of Education. If the decision of the Panel is that the grade should not be changed, the student and/or parents may appeal within thirty (30) days to the Board. The Board shall review the reasons for and against changing the grade and either approve or disapprove the Review Panel's decision. Its decision shall be made in open session and will be final.

The final decision is to be communicated to the teacher, student, and parents. If the grade is changed, it will be noted in the student's record that the change was made by a decision of the Review Panel and/or Board of Education.

ARTICLE 15
Professional Behavior

A. Teachers will dress appropriately avoiding fashion trends that are not accepted in the community or may cause a disruption to the educational environment.

B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

C. A teacher shall at all times be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined for a reason that is arbitrary or capricious.

E. Any case of assault upon a pupil or other employee by a teacher shall be reported promptly by that teacher or any other teacher having observed or having knowledge of the assault to the Board or its designee.

1. Teachers shall not leave their class unattended except in case of emergency.

ARTICLE 16
Professional Improvement

A. The parties support the principle of continuing training through participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, and participation in community educational projects.

B. It is the Board's intent to encourage staff to attend professional development conferences. The Board agrees to reimburse the necessary funds for teachers who attend a pre-approved selected professional conference. Travel, lodging, and registration shall be deemed as appropriate expenses of the conference; and up to $400 per teacher per school year (7/1-6/30) shall be underwritten by the Board. A teacher attending such a conference shall be granted at least two (2) days annually for the conference without loss of compensation or deduction from sick leave or personal business leave. If requested, the teacher who attended the conference may be asked to give a short report to staff.

C. At the request of the Association and subject to the Board's approval or on the Board's initiative, arrangements shall be made for courses, workshops, conferences, and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

D. All teachers employed in elementary, middle, and high schools are expected to keep themselves informed of essential instructional improvements through professional reading, study, group discussion, school visitations, advanced study, and travel.

E. Section 380.1527 of Michigan's Revised School Code requires school districts to provide five (5) days of professional development to all teachers each year. A "day" is defined as at least six (6) hours, for a total of thirty (30) hours to be provided in a year. The "year" is considered to begin on July 1 and end on June 30, coinciding with the school year.

In addition to the professional development provided to all teachers, new teachers in their first three (3) years of employment under MCL 380.1526 must complete thirty (30) additional hours

each year and should be documented separately. DPPD must be recorded in the Days and Clock Hours Report.

A minimum of one (1) professional development day will be held during the summer of each school year. The length of the day will be the equivalent of one school day. The professional development day(s) shall be planned and coordinated by the Director of Curriculum, Instruction, & Assessment with input from district administration and teacher leader groups.

1. Attendance at the summer professional development day(s) is voluntary. Teachers may attend more than one (1) summer professional development day at their option. The District agrees to pay teachers per diem rate of their salary for attendance equivalent to one complete school day.

F. Newly hired teachers are required to participate in one (1) day of new teacher orientation/mentor time prior to the start of the school year. Absences due to extenuating circumstances may be approved by district administration.

Pursuant to Section 1526 of the Revised School Code, school districts are required to provide fifteen (15) days of professional development to newly hired teachers across the teacher's first three (3) years of employment (aligned with the individual development plan and mentor's advice). This includes providing training in a Michigan Department of Education approved First Aid/CPR program for all first-year teachers who do not already hold a valid First Aid/CPR card. These days are in addition to the five (5) days the district is required to provide to all teachers and should be documented separately from the regular, annual, five-day offering of professional development under MCL 380.1527.

However, this requirement expressly does not apply to a teacher who already holds a valid First Aid and CPR certification. Therefore, if a teacher in the teacher's first year of teaching already holds a valid first aid and CPR certification from the American Red Cross, American Heart Association, or a comparable organization approved by MDE, the teacher is already in compliance with Section 1526.

ARTICLE 17
Mentor Teachers

A. A mentor teacher shall be defined as a master teacher as set forth in Section 1526 of the Michigan School Code. Ancillary staff members (e.g., counselors, social workers, speech and language pathologists, and psychologists) who serve as mentors for other ancillary staff members shall be provided with the same compensation and provisions set forth below as well as expectations as a mentor.

The district agrees to give first consideration to qualified bargaining unit members in making mentor assignments. It is further agreed that the assignment as a mentor is voluntary. The final decision relative to the assignment rests with the district. Mentor teachers shall not be assigned to more than one bargaining unit mentee if qualified mentors are available.

B. It is understood that the responsibility to evaluate teacher performance rests with the administration and, therefore, mentor teachers will not serve in that capacity.

C. In general, the role of a mentor will be for the entire duration of the period required by statute. The parties further agree that nothing in this Agreement will be construed to prevent the use of the provisions contained herein for a period in excess of three (3) years.

Mentors wanting to be relieved of an assignment or new teachers wanting a change in assigned mentors will make their request in writing to the Principal. Changes will be made for good cause shown by the initiating party (mentor, administration, new teacher).

D. The full year compensation of mentors will be issued at the end of each school year and will be paid in accordance with the following schedule:

Track 1: Probationary Teachers

First-year	$750
Second-year	$500
Third-year	$250

This track includes teachers in their first three (3) years of teaching.

Track 2: Previously Tenured Teachers, Non-Tenured Teachers, and ancillary staff

First-year	$250

This track includes previously tenured teachers, non-tenured teachers, and ancillary staff with three (3) or more years' experience from other districts who are serving a two-year probationary period.

The experience of teachers assigned on Track 2 will receive the same mentoring experience as teachers in the third year of Track 1. Teachers on this track may be assigned a mentor for multiple years, as needed and indicated in an IDP, which will result in compensation for the mentor at the First-year rate.

Track 3: IDP Improvement Track

First-year	$1000
Second-year	$750

This track includes any teachers who are being placed on an IDP due to deficiencies/areas of improvement as determined by the teacher evaluation tool.

Long Term Substitute Mentors

Teachers assigned to help, not mentor, long-term substitutes (exceeding three (3) weeks of continuous service, but less than a full school year) will receive a payment not to exceed $100. Payment is at the discretion of the building principal.

Teacher Mentor PD Facilitators - $900 Stipend/Facilitator
K-5 Position (1), 6-8 Position (1), 9-12 Position (1)
Duties of this position include, but are not the limited to, following:

- plan and facilitate professional development sessions during and/or after school for new teachers;
- communicate with mentor, mentees, and other personnel, as directed;
- attendance required at New Teacher Orientation; and
- complete other duties as assigned.

ARTICLE 18
Student Discipline and Teacher Protection

A. The teacher's authority and effectiveness in the teacher's classroom is at an optimum when the administration provides sufficient backing and support to the teacher. Therefore, 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take steps to assist the teacher with respect to such pupil.

B. Suspension of students from school may be imposed only by a principal or a designated representative. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the student and parents when warranted.

C. Any case of assault upon a teacher due to a school related incident shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of the teacher's rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. If any teacher is sued as a result of any responsible and ethical action taken by the teacher while in the pursuit of the teacher's employment, the Board will provide, upon request of the affected teacher, legal counsel and will render all necessary assistance to the teacher in the teacher's defense. Provided, however, in cases where the teacher is the sole defendant and has elected Board provided counsel, the Board will be responsible for legal fees and costs involving an appeal only when such an appeal is taken upon the advice of said counsel.

E. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

F. Complaints against a teacher which are considered serious enough to be recorded in the teacher's file shall first be reported to the teacher.

G. When a parental complaint is brought to the attention of an administrator, the following procedures will be followed:

1. Before any action is taken, the administrator shall inform the teacher and hear the teacher's description of the events. From this point on, the teacher may, upon request, have Association representation present during discussions or meetings.

2. If a conference between the teacher and parent is warranted, it should be set at a time and place mutually agreeable to the parent and the teacher, no later than three (3) days following the report of the complaint, unless mutually agreed upon. The teacher may, upon request, have the principal and/or designee present at this meeting.

3. If the situation is still unresolved and the principal and/or designee was not present at the parent/teacher meeting, a meeting of the three (3) parties shall be scheduled by the principal and/or designee at a time which is mutually agreeable to the three (3) parties.

4. If further attention to the situation is necessary, the principal and/or designee may have the flexibility to take further steps toward resolution prior to referring the matter to the Superintendent or designee.

5. When brought to the Superintendent or designee, the Superintendent or designee shall meet with the principal and/or designee, teacher, parent(s) and Association Representatives. The Superintendent and/or designee shall have latitude in meeting with the parties as a whole or separately and shall use the Superintendent's or designee's best efforts to bring the matter to closure.

   If, because of parental complaint, it is proposed that a student be placed in another classroom, prior to a final decision, both sending and receiving teachers shall be given the opportunity to share their views regarding the benefits of such a move.

ARTICLE 19
Part-Time Positions

A. Part-time teachers shall be compensated on a pro-rata basis to reflect the fraction of a full-time position for which they are employed. All benefits, including insurance except as provided in Section B, shall be prorated on the same basis. All portions of the teacher day shall be similarly prorated for part-time teachers. For purposes of this Article, full-time teaching shall be defined as five-fifths (5/5) of a daily teaching assignment.

B. Teachers who work equal to or less than 50% of a daily teaching assignment shall receive pro-rata salary and seniority and are ineligible for insurance benefits. Teachers who teach more than 50% of a daily teaching assignment shall receive pro-rata salary, seniority, and benefits including insurance. Such teachers may choose to combine a pro-rata portion of all insurance premium payments toward full payment of one or more benefits.

C. Job Sharing

With administrative approval, the following procedure may be instituted. 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 at least half-time. Employment conditions for participants in the Job Sharing Program shall be as follows:

1. reimbursement shall consist of the prorated payment of salary, retirement, and insurance premiums;

2. sick leave and personal leave shall be prorated; and/or

3. seniority and salary experience shall be prorated.

4. Job Sharing participants shall attend parent-teacher conferences, in-service programs, staff meetings scheduled in accordance with this Agreement, and additional work days scheduled for preparation and/or evaluation occurring at the beginning of the school year, the end of each semester, and the end of the school year.

5. Job Sharing participants shall agree that joint planning will occur 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. In addition, the Job Sharing participants and their building administrator shall meet quarterly or at the discretion of the administrator to review the Job Sharing arrangement.

ARTICLE 20
Evaluations

A. Evaluation Tools

Teachers shall be evaluated using the 5D+ Rubric for Instructional Growth and Teacher Evaluation in conjunction with MCL ACT 451 of 1976, Sec. 380.1249.amended. Should the evaluation tool be revised by the University of Washington Center for Educational Leadership, the revisions shall go into effect upon teachers being notified of such changes.

Ancillary staff shall be evaluated using a district approved evaluation tool. This shall include, but is not limited to, social workers, counselors, speech and language pathologists, and psychologists.

Beginning with the 2024-25 school year, teachers shall be evaluated using the negotiated performance evaluation system, which shall include following:

1. specific performance goals to improve their effectiveness in the upcoming school year,

2. an evaluation of the teacher's job performance while providing timely and constructive feedback,

3. clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth,

4. multiple rating categories that take into account student growth and assessment data or student learning objectives metrics,

5. the use of student growth and assessment data as 20% of the year-end evaluation determination, and

6. other objective criteria for 80% of the year-end evaluation determination as determined by the evaluation tool.

B. Evaluation Process

1. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective," "developing," or "needing support" based on the numerical calculation of the mutually agreed upon tool's final summative evaluation.

2. A minimum of three (3) observations will be conducted of no less than fifteen (15) minutes each. At least two (2) shall be announced, and one (1) shall be unannounced. The year-end evaluation determination shall be reviewed at a meeting with the teacher by June 30. Teachers shall be notified of the evaluation process and who their evaluator is for the school year prior to the evaluation process beginning.

3. Teachers who work less than sixty (60) days in any school year shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. Teachers who are evaluated with an IDP due to receiving a rating of "minimally effective" or "ineffective" prior to July 1, 2024; "needing support" or "developing" rating thereafter; and/or probationary teachers shall be provided the following:

   a. specific performance goals that will be used to assist in improving effectiveness developed in consultation with the teacher;

   b. recommended training to assist the teacher in meeting the goals, identified by the school administrator/designee, in consultation with the teacher; and

   c. a mid-year progress report that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

5. Before July 1, 2024, if a tenured teacher has been rated "highly effective" for three (3) consecutive year-end evaluations, they shall be evaluated every other year thereafter. If the subsequent year-end rating is not "highly effective" on an evaluation the year of evaluation, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years or a combination of "highly effective" and "effective," as outlined below.

   After July 1, 2024, if a tenured teacher has been rated "effective" for three (3) consecutive year-end evaluations, the teacher shall be evaluated every other year thereafter. If the subsequent year-end rating is not "effective" on an evaluation the year of evaluation, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years or a combination of "highly effective" and "effective," as outlined below.

   Those eligible for biennial evaluations based on the determination of three (3) years of "highly effective"/"effective" evaluations shall be based on one of the following combinations:

a. Teachers who have three (3) consecutive years of HE (2021-22, 2022-23, 2023-24),

b. Teachers who have two (2) consecutive years of HE (2022-23, 2023-24) and one (1) year of E (2024-25),

c. Teachers who have one (1) year of HE (2023-24) and two (2) consecutive years of E 2024-25, 2025-26), or

d. Teachers who have three (3) consecutive years of E (2024-25, 2025-26, 2026-27).

A teacher may be moved from biennial evaluations to annual evaluations if a teacher meets one of the following criteria until the teacher receives three (3) years of "effective" ratings:

- the teacher is a new staff member of the district who previously held tenure in another district;
- the teacher requests to be evaluated;
- the teacher receives change of placement (e.g., secondary area/discipline, K-5 building change lower elementary/upper elementary);
- the teacher is placed on IDP for any reason; or
- the teacher is subject to discipline during that school year or previous school year.

C. Beginning with the 2024-25 school year, teachers shall be evaluated using the negotiated performance evaluation system of 5D+ Rubric for Instructional Growth and Teacher Evaluation, which shall include the use of student growth and assessment data as 20% of the year-end evaluation determination.

1. Student Growth Goals: Clear approaches to measuring student growth that provides teachers and school administrators with relevant data on student growth and articulate the anticipated impact of areas of focus during inquiry on student learning. Student growth goals will account for 20% of the year-end evaluation and be mutually determined by teacher and evaluator.

   Student growth shall be measured by two (2) or more of the following District approved menu of student growth measures below that include state provided, nationally normed, and/or locally adopted assessments that are aligned to state standards or based on achievement of individualized education program goals. The minimum benchmark for effective student growth is 75%.

   Similarly situated (e.g., teachers within the same department or grade level team) teachers are expected to collaboratively identify student growth measures approved by the evaluator or selected from a District approved menu of student growth measures. Teachers and/or teacher teams may select to establish SMART goals and/or Student Learning Objectives to articulate expected student growth for each student growth measure.

<u>District-Approved Menu of Student Growth Measures</u>

a. SMART Goals
b. Pre/Post Assessment aligned to dept/grade level initiatives
c. NWEA data

d. M-STEP/PSAT/SAT Growth for their students from the previous consecutive year
e. DRA data
f. Fall/Winter Writing Rubric Scores
g. % of students meeting IEP goals
h. % of students demonstrating increased proficiency on district-approved summative unit
i. Detailed rubrics used consistently across similar assignments to document and track growth in specific skill areas.

D. Training

The district shall provide training to all teachers on the evaluation system/tool and software platform.

E. Repeal and/or Amendments

Should any language within MCL ACT 451 of 1976, Sec. 380.1249.amended be repealed or amended, this appendix shall be null, void, and removed from the master agreement effective immediately.

ARTICLE 21
Contract Maintenance Committee

It is agreed that a Contract Maintenance Committee composed of representatives of the Association and the Board be formed. It is further agreed that such committee shall incorporate the following tenets:

A. The Board and the Association support the concept of collaboration in the workplace and will work as a joint team to resolve mutual problems and concerns.

B. In order to facilitate communications between the Board and the Association, a Contract Maintenance Committee (CMC) comprised of representatives from the Association and the administration will meet as needed, usually monthly, to discuss topics and resolve issues and problems.

C. Unit members, supervisors, administrators, and Association representatives are expected to share problems and concerns at the building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.

D. Problems and concerns that cannot be solved at the building level or that initially should be taken to the CMC may be referred to the CMC by the Association or the administration.

E. The CMC will attempt to resolve problems or concerns prior to implementing the grievance procedure.

F. Nothing in this agreement shall be construed to prevent a unit member of the Association from filing a grievance. However, if a member of the Association prefers to have the CMC discuss the issue before a grievance is filed, the Association must request that the CMC discuss the member's problem or concern within the twenty (20) school day grievance filing deadline in Article 22 of the Agreement. Once the request from the Association is made, the twenty (20) school day grievance filing deadline will be delayed until a solution or recommendation is made by the CMC.

G. Eligible issues or problems may be referred by the CMC, the Association, an employee, a supervisor, or an administrator to the grievance procedure if the CMC is found not to be the appropriate venue to address that issue or problem.

H. Unit members shall not lose time or pay for time spent in CMC meetings.

ARTICLE 22
Professional Grievance Procedure

A. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement or an inequitable application of policy.

B. A grievance must be filed within twenty (20) school days of the occurrence or reasonable knowledge thereof.

C. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall prevent any employee from presenting a grievance to the employer and to have said grievance adjusted without intervention of the Association if said adjustment is not inconsistent with the terms of the collective bargaining agreement and the Association has been given an opportunity to be present at said adjustment. The grievance procedure, herein outlined, affords the sole and exclusive remedy for complaints and grievances under this Agreement and the sole method of expression or communication of a view, grievance, complaint, opinion, or any matter related to the conditions or compensation of public employment of their betterment.

D. Prior to Level One of the grievance procedure, there should be a personal discussion of the issue or concern between the grievant, the immediate supervisor, and an Association Representative who shall attempt to resolve the problem as simply as possible. This meeting, however, shall not interfere with timely filing of a grievance.

Level One — A teacher with a grievance shall submit it, in writing, to the teacher's immediate supervisor or principal, individually, together with an Association Representative, or through the Association Representative. Said grievance shall name and be signed by the employee(s) involved and shall contain a statement of facts upon which the grievance is based. A written answer shall be returned to the Association within seven (7) school days of the date the grievance is filed at Level One.

E. Level Two — In the event the grievance is not satisfactorily resolved at Level One, notice of intent to proceed to Level Two shall be given to the Superintendent or designated representative within ten (10) school days of receipt of the written decision at Level One.

If the Association gives notice to proceed with the grievance, a meeting shall be held between a representative of the Association and the Superintendent or designated representative within seven (7) school days of receipt of notifications that the grievance is being pursued.

A written answer shall be returned to the Association within seven (7) school days of said meeting.

F. Level Three — In the event the grievance is not satisfactorily resolved at Level Two, notice of intent to proceed to Level Three shall be given to the Board of Education, by submitting said

notice to the Secretary of the Board, within ten (10) school days of receipt of the written decision at Level Two. If the Association gives notice to proceed with the grievance, a hearing shall be held before at least two (2) members of the Board of Education within fifteen (15) school days of receipt of notification that the grievance is being pursued. A written answer shall be returned to the Association within ten (10) school days of said meeting.

G. Level Four — If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to Arbitration within thirty (30) school days of the receipt of the written answer at Level Three. Said letter of intent to proceed to Arbitration shall be submitted to the Superintendent.

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) school days after notice is given, the Association shall submit the grievance to the American Arbitration Association; and the arbitrator shall be selected in accordance with their rules which shall likewise govern all arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

H. The fees and expenses only of the arbitrator under this Article shall be jointly shared by the Board of Education and the Education Association. Any other expenses such as costs involved in presenting witnesses, etc., shall be borne by the party incurring such expenses.

I. If a grievance arises from an action of authority higher than the principal or involves more than one school building, the Association may present such grievance at Level Two of the grievance procedure. The Superintendent may request that said grievance be returned to Level One for disposition.

J. The Association shall be given access to all pertinent information and records necessary to the determination and processing of the grievance.

K. All days are school days unless otherwise indicated.

ARTICLE 23
Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which local disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

C. On scheduled school days, when a decision is made to cancel sessions because of weather or other conditions beyond control, the following shall apply:

1. If the announcement states that schools are closed, teachers are not to report and will receive full pay.

2. If the announcement states that schools are closed and teachers are to report, then teachers must report. However, this provision will not be used on days of inclement weather or physically inoperative facilities. If a teacher is unable to report, the teacher shall be paid for such absence.

3. If some school buildings are not opened due to weather conditions, but other schools in the same district are in session, all teachers who have reported will be expected to remain unless excused by administrative decision.

4. Association representatives will maintain a fan-out list in the event of an emergency.

5. The following procedures will be utilized in the instance of delayed starts or early dismissals due to inclement weather and/or other conditions beyond the control of the district.

   a. The decision to delay the start of school or to announce an early dismissal will be made as early as possible to allow for the earliest notification. parents/students/staff. Note: weather conditions may change causing the delay of school after individuals are on the way to school.

   b. Teachers will not need to report during the period of time of delay except as per contract, as stated in Article 5, Section A.

   c. No teacher shall be required to report for duty earlier than the teacher's required time before the delayed start of school. Nothing shall prohibit a teacher from volunteering assistance in the supervision of students during the time teachers are not required to be in attendance (Article 5, Section A).

   d. In the event of an early release of students from school, the teacher's day shall end at the close of the pupils' day (Article 5, Section A).

ARTICLE 24
Freedom of Information

A. The parties have mutually agreed to the following on all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA). In order for requests to be honored by the district, all requests must be in writing and include the name, address, and phone number of the person(s) or entity making the request.

1. Upon receipt of a FOIA request for personnel data regarding a bargaining unit member, the district will request the 10-day extension allowable under the law, unless the day extension is not necessary.

2. The district will notify in writing the employee(s) who are the subject of the FOIA request and the local Association president as soon as possible. The association representative may agree to notify the employee in lieu of the district notification.

    a. The district will allow the identified employee(s) and the Association representatives to review the FOIA request(s), the materials in the personnel file and all other public documents subject to the FOIA request prior to their release.

ARTICLE 25
Miscellaneous Procedures

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future teacher contracts (individual) shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board except where it is in conflict with the law.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the 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.

C. The Linden Board of Education and Local 10 / MEA /NEA / Linden Unit hereby agree that any changes in the Master Agreement which were not bargained and agreed to by both parties but which were inadvertently printed in the successor Master Agreement shall not be honored by either party. Conversely, any changes in the Master Agreement which were bargained and agreed to by both parties but which were inadvertently omitted in the printed successor Master Agreement shall be honored by both parties.

D. All contract references to the word “day” shall mean calendar days unless otherwise specified as, for example, school days.

ARTICLE 26
Negotiations

A. The Board agrees not to negotiate with any teachers’ organization or individual teachers with regard to the terms of this Agreement other than the Association for the duration of this Agreement.

B. 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, tentative agreement subject to ratification.

C. Before March 1st of the year this Agreement expires, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for the forthcoming years.

D. Copies of this Master Agreement titled "Master Agreement between the Linden Board of Education and Local 10 / MEA / NEA / Linden Unit," representing Linden teachers and Linden Community Schools, shall be printed at shared cost—50% each—within sixty (60) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Furthermore, the Board shall furnish twenty-five (25) copies of the Master Agreement to the Association for its use.

ARTICLE 27
Duration

This agreement shall be in effect as of July 1, 2024. and shall continue to be in full force and in effect through June 30, 2026.

The Master Agreement has been approved and its conditions agreed to by the parties concerned. Therefore, the representatives of both parties affix their signatures below indicating their approval for the term as listed above.

LINDEN BOARD OF EDUCATION	**LOCAL10/NEA/MEA, LINDEN UNIT**
_____	_____
PRESIDENT	PRESIDENT
_____	_____
SECRETARY	LOCAL 10/NEA/MEA, LINDEN UNIT

SCHEDULE A

Salary Schedule
2024-2025

Step	BA	BA+15	MA	MA+15	MA+40
1	40,733	42,772	45,016	47,267	49,631
2	42,772	44,909	47,380	49,749	52,235
3	44,909	47,154	49,870	52,362	54,981
4	47,154	49,511	52,485	55,108	57,864
5	49,511	51,987	55,242	58,003	60,901
6	51,987	54,589	58,142	61,048	64,102
7	54,589	57,317	61,193	64,254	67,466
8	57,317	60,183	64,407	67,627	71,009
9	60,183	61,925	67,786	71,178	74,734
10	[redacted]	66,145	71,723	75,313	79,073
11	[redacted]	70,362	75,661	79,449	83,411

For the 2024-2025 school year, there will be step increases and a 3.0% on-scale increase (reflected above).

Salary Schedule
2025-2026

Step	BA	BA+15	MA	MA+15	MA+40
1	41,955	44,055	46,367	48,685	51,119
2	44,055	46,256	48,801	51,241	53,802
3	46,256	48,569	51,366	53,933	56,631
4	48,569	50,996	54,059	56,761	59,600
5	50,996	53,547	56,899	59,744	62,728
6	53,547	56,227	59,887	62,880	66,025
7	56,227	59,037	63,029	66,182	69,490
8	59,037	61,988	66,339	69,656	73,140
9	61,988	63,782	69,820	73,313	76,976
10	[redacted]	68,129	73,875	77,572	81,445
11	[redacted]	72,473	77,931	81,833	85,914

For the 2025-2026 school year, there will be step increases and a 3.0% on-scale increase (reflected above).

1. No more than five (5) years' experience in K-12 public schools in Michigan or any state that has reciprocity with Michigan will be accepted with full credit on the schedule.

   Due to the current state of the teaching labor market shortage, any number years of experience in K-12 public schools in Michigan or any state that has reciprocity with Michigan may be accepted with full credit on the schedule, so long as it does not surpass any individual who has been in the district for that same length of time. This provision will expire at the end of this contract on June 30, 2026, and will not be in effect unless agreed upon during negotiations for the successor agreement.

2. All credits counted toward salary movement must meet the following criteria:

    - be graduate credits,
    - be earned after credits used for placement on the current scale/step (ex: credit toward a MA+15 payment must be earned after the MA was awarded), and
    - be earned in a planned program of study from an accredited college or university.
        - A "planned program" shall be defined as graduate level credit (as defined by the university's transcript key) for professional development in education or a teachable subject area.

    Graduate Course Credit Pre-Approval
    The mutually agreed upon Graduate Course Credit Pre-Approval Form may be submitted by employees operating under the LEA when courses are intended to lead toward a lane change on the salary schedule. Revisions to the form must be mutually agreed upon. The district will use the criteria outlined in the most up-to-date collective bargaining agreement as criteria under review. It is the responsibility of the employee to furnish documentation related to the criteria.

3. For receipt of such advanced preparation differential, adjustments in salary will be made effective at the beginning of the teacher's work year following presentation no later than October 1st of an accredited college/university's transcript. For receipt of such advanced preparation differential, adjustments in salary will be made effective at the beginning of the second semester following presentation no later than March 1st of an accredited college/university's transcript. Payment will be made retroactive to the start of the applicable semester.

4. A teacher may choose to have a salary paid in 21 or 26 payments. This choice shall be made in writing during teacher orientation.

SCHEDULE B
Fringe Benefits

A. The Board will pay the following amount towards a MESSA PAK for a full twelve (12) month period for the bargaining unit member and their entire family:

2024-25
Single - $7,702.85 annually
2-Person - $16,109.06 annually
Full Family - $21,007.83 annually

The above amounts will adjust January 1, 2025, to the calendar year 2025 amounts and January 1, 2026, for that calendar year, as established by the State Treasurer and every year thereafter per PA 152.

2025-26
Single - $7,718.26 annually
2-Person - $16,141.28 annually
Full Family - $21,049.85 annually

The above amounts will adjust January 1, 2026, to the calendar year 2026 amounts yet to be determined under PA 152. The Board will pay up to the hard cap set under PA 152 for the remainder of this agreement.

All employee contributions towards health care will be paid through a Section 125 Plan over either a 21 (twenty-one) or 26 (twenty-six) pay period cycle, whichever pay cycle the member elects.

The Board shall provide without cost to the bargaining unit member a MESSA Dental, Vision, LTD and Life Insurance plan as listed below.

B. Bargaining unit members who do not select MESSA PAK A will select MESSA PAK B. MESSA PAK A will consist of a choice between the following health plans along with the life, vision, dental, and long-term disability coverages listed.

1. PAK A
MESSA CHOICES II (includes $5000 AD & D Basic Term Life)
$500/1,000 Deductible
$10/20 Co-pay on prescriptions
$10 office visit, $25 urgent care, $50 emergency room

2. PAK C
MESSA ABC Plan 1
$1,600/$3,200 Deductible 0% Premium
ABC Rx

3. PAK D
MESSA ABC Plan 2
$2,000/$4,000 Deductible 0% Premium
ABC Rx

4. PAK E
MESSA Essentials
$375/$750 20% Premium
$25 office visit, $50 specialist visit, $50 urgent care, $200 emergency room
The administration will provide the amount this plan falls under the hard cap set under PA 152 into a flexible spending account paid in two installments in January and June. The administration will match contributions a member makes to their flexible spending account up to $2700. If a member does not contribute any money, the administration will contribute $500 to their flexible spending account.

PAKS A, C, D, and E
$40,000.00 Life Insurance with AD & D
Preferred Vision
Delta Dental 80/80/80 $1300.00 ortho max ($1000.00 maximum class I and II)
This plan shall include the cost neutral Delta Preferred Option POS (Point of Service)
(July to July plan year)

Long Term Disability
60 Calendar Days - Modified Fill
66 2/3 of salary to a monthly maximum of $4500.00
Freeze on offsets – Workers' Compensation, Social Security, Retirement
Pre-existing condition waiver
Alcoholism/substance addiction/mental/nervous pregnancy illness/ disability as any other illness
Waiver of premium

5. PAK B
$45,000.00 Life with AD & D
Preferred Vision
Delta Dental 80/80/80 $1300.00 ortho max ($1000.00 maximum class I and II)
This plan shall include the cost neutral Delta Preferred Option POS (Point of Service) (July to July plan year)

Long Term Disability
60 Calendar Days - Modified Fill
66 2/3 of salary to a monthly maximum of $4500.00
Freeze on offsets - Workers' Compensation, Social Security, Retirement
Pre-existing condition waiver
Alcoholism/substance addiction/mental/nervous pregnancy illness/ disability as any other illness

C. The LEA will have the ability to select the insurance carrier(s) and level of benefit for bargaining unit members. Notwithstanding any other obligations in this Agreement, the Board reserves the right to, in its sole discretion, select a health insurance carrier which offers a plan that provides "minimum coverage" pursuant to 26 U.S.C. 36B(c)(2)(C)(ii). The Board shall not be obligated to select the same health insurance carrier for a plan offered pursuant to this section as the health insurance carrier(s) providing health insurance to other bargaining unit members.

D. The Board shall provide to each eligible employee LTD insurance commencing after sixty (60) calendar days or exhaustion of the teacher's sick leave, whichever is later. The Board may choose to self-insure for the period from sixty (60) to ninety (90) days of disability.

E. For those employees who choose not to be covered by the Board paid health insurance (PAK B), the Linden Board of Education shall provide a cash option in lieu of health benefits (the "Cash Payment").

Cash-in-lieu will be paid at the following rates:

Single - $150/month
2 Person - $250/month
Full Family - $300/month

The Board shall develop and implement a qualified document which complies with Section 125 of the Internal Revenue Code (the "Plan").

The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity. The Cash Payment amount shall be paid monthly into the Board

approved carrier of the member's choice. To elect a Tax-Deferred Annuity, the bargaining unit member shall enter into a salary reduction agreement.

The Board and the employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.

Benefits currently being provided to bargaining unit member employees shall continue as contained in the Collective Bargaining Agreement, up to and after the effective date of the Plan, which was January 1, 1997. Should the parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.

SCHEDULE C
Extra-Curricular Activities

ALL SCHEDULE C & D PAYMENTS WILL ONLY BE MADE FOR ACTIVITIES COMPLETED BEFORE AND AFTER SCHOOL

A. Extra-duty assignments will be considered voluntary unless required as part of the responsibility of a classroom teaching position (Secondary Vocal, Secondary Instrumental, Elementary Performing Arts).

B. LEA employees submitting district forms for supplemental compensation shall provide forms to the appropriate supervisor within four (4) weeks of the event, work completed, etc. Payment shall be provided upon the following payroll period. Should the appropriate form(s) not be submitted within four (4) weeks of the event, work completed, etc., the employee shall forfeit said supplemental compensation.

Submissions include, but are not limited to, the following:

- Substitute pay/comp time
- Personal day attachment hours
- Curriculum pay (e.g., tutoring lab, curriculum camp/work, etc.)
- Lunch duty
- Schedule C/D - once evaluation is completed
- Class overload pay (4th Friday of the Semester)
- Additional online students (Last day of the semester)
- Reimbursement (e.g., materials, conferences, etc.)

1. Pay shall be based upon the BA+15 column of the current year unless the teacher does not have a BA+15 or higher degree level, the teacher will be paid on the BA column.

   The pay of non-bargaining unit members shall be at the Board's discretion but shall in no instance exceed the pay level which has been authorized to a bargaining unit member.

2. Bargaining unit members who receive $2000 or more in extra-curricular salary may choose to have their salary paid in two (2) lump sums, one halfway through the season

and the second when all responsibilities for the season are complete. Up to five (5) years of Linden or other K-12 public school experience in the same or related coaching field (ex: a person with coaching experience in cross country could get experience credit toward track, but coaching track would not earn experience credit in baseball) will be accepted for initial placement on the salary scale. Salary experience is not gender specific.

3. Full credit for prior experience in Linden or other K-12 public schools will be given when a coach assumes a new position within the same cluster, as defined in section 3a.

    a. Each sport, regardless of gender, including all grade levels, positions and teams will be considered a cluster unto itself. (Example: Girls' 7th grade Basketball and Boys' JV Basketball assistant). In addition, the following combination of sports will be considered within the same cluster:
    Baseball/Softball
    Track/Cross Country

4. Every attempt will be made to maintain a 1:25 ratio of coaches to athletes and instrumental instructors to band members.

5. In the event that a person coaches both boys' and girls' teams during the same season, the pay rate will be 150% of the highest rate for that sport.

6. When there is a minimum number of players on any team, the Athletic Director may upon his/her discretion remove the posting of assistant coach.

ATHLETICS

Middle School Head Coach - 6%

Sports include Football, Basketball, Cross Country, Wrestling, Track, Cheerleading (Competitive), Volleyball, Baseball, and Softball.

*If there are two teams for any given middle school sport in the same season, the following options may apply: 1) the individual may coach both teams, with a supplemental payment at 1%; 2) a second coach may be employed at the regular 6% rate.

High School Varsity Head Coach - 11%

Sports include Football, Basketball, Cross Country, Wrestling, Track, Cheerleading (Competitive), Volleyball, Baseball, Softball, Ice Hockey, Golf, Soccer, Lacrosse, Bowling, and Gymnastics.

Varsity Assistant Coach, Junior Varsity Coach, Freshman Coach - 8%

Sports include Football, Basketball, Cross Country, Wrestling, Track, Cheerleading (Competitive), Volleyball, Baseball, Softball, Ice Hockey, Golf, Soccer, Lacrosse

OTHER POSITIONS

E-Sports - High School Coach	8% per season
E-Sports -Middle School Coach	6% per season
District T.V. Production Advisor	5%
Drama - High School (1-3 shows, minimum of 2 performances per show) (All practices must be outside the regular school day and auditions open to all high school students.)	5%/show
Drama - Middle School (1-3 shows, minimum of 2 performances per show) (All practices must be outside the regular school day and auditions open to all high school students.)	3%/show
Musical - High School (1-3 shows, minimum of 2 performances per show) (All practices must be outside the regular school day and auditions open to all high school students.)	5%/show
Instrumental - High School	9%
Marching Band	7%
Marching Band Staff (to be distributed as director sees fit but not to exceed 5% for any given staff member)	15%
Instrumental - Middle School	8%
Vocal - High School (3+ concerts +5% if competitive) (To be divided equitably between persons with after-school responsibilities)	5%
Vocal - Middle School (To be divided equitably between persons with after-school responsibilities)	3%
Elementary Music Concerts	1%/show/person
High School Student Council Advisor	5%
Middle School Student Council Advisor	3%
Elementary Student Council Advisor	1%/building
Freshman Class Advisor(s)	2% each class
Sophomore Class Advisor(s)	2% each class
Junior Class Advisor(s)	4% each class
Senior Class Advisor(s)	3% each class
Sponsors of Clubs & Organizations* (As approved by the Board with a list available to bargaining unit members for consideration.) (Meetings and activities must be held outside the regular school day.)	1%
Academic Coach (Percentage split if two coaches, i.e. two coaches at 5% or one at 10%.)	10%
Web Coordinators/Link Leaders (MS/HS only)	2%/person up to 4
Yearbook HS	4%
Newspaper HS	4%
Yearbook MS	2%
NHS	3%
NJHS	1%
Art Show HS, MS, EL	1%/show/person
National Art Honor Society	1%
SADD	2%
Poms	2%
Dance Team	2%
Cheerleading (Sideline)	1%
Ski Club HS	1%
Ski Club MS (Ski Club advisors will be paid IRS mileage rate if no bus is provided.)	1%

*Sponsors of clubs and organizations must follow job description and requirements as indicated in job description.

WORKING ATHLETIC EVENTS

Score Keeper	$10/hour	Ticket Seller	$10 hour
Time Keeper	$10 hour	Ticket Taker	$10 hour

SCHEDULE D
Miscellaneous Pay Scales

ALL SCHEDULE C & D PAYMENTS WILL ONLY BE MADE
FOR ACTIVITIES COMPLETED BEFORE AND AFTER SCHOOL

A. GRANT FUNDED WORK – Any grant funded work conducted by members shall be compensated based on grant funding allocations as determined by the District.

B. CURRICULUM, INSTRUCTION, AND ASSESSMENT (CIA) LEADERSHIP

CIA leaders provide direction in core subject areas and shape the entire score of the instructional program. This is done through a collaborative and coordinated K-12 CIA review. This is essential in supporting adherence to policy and the mission of the district. Specifically, the CIA team provides key leadership in accordance to district policies, including but not limited to the following:

- Curriculum development
- Material selection
- Adoption
- Assessing programs
- Core curriculum
- Course guides
- Program evaluation
- School improvement
- Innovative/Pilot programs
- Student assessment

One CIA leader will serve in each of the following levels and subject areas:

Each Elementary Building

- ELA
- Math
- Science
- Social Studies

Middle School

- ELA
- Math
- Science
- Social Studies

High School

- ELA
- Math
- Science
- Social Studies

Special Education

- K-8
- 9-12

Non-Core

- Applied Arts K-8 (Robotics, Computer Science, Art, Media, Music, etc.)
- Applied Arts 9-12 (Art, Business, Drafting, Media, Computer Science, Robotics, etc.)
- PE/Health K-12
- Foreign Language 6-12
- Student Services (Counselor, Social Worker, SLP, Psychologist) K-12

Compensation: CIA leaders shall be paid a $1,000 stipend.

CIA Leaders will be annually evaluated by building and district leaders based on the following duties:

<u>Curriculum Responsibilities</u>

- Meet and work collaboratively with other CIA leaders and administration to enhance curriculum articulation, K-12 scope and sequence, and the LCS curricular adoption process
- Assist in the coordination, ordering, inventorying, and distribution of curricular instructional materials in cooperation with the building principal
- Advise the administration on subject area budget, needs, and best practices

<u>Instructional Responsibilities</u>

- Remain up to date on curricular programs, instructional pedagogy, and educational trends
- Become a leader and resource person for the building in the specific subject area and best practices
- Support instructional alignment of materials, tasks, and content standards

Assessment Responsibilities

- Collaborate with building administration on conducting needs assessments and data analyses of local, benchmark, and state assessments
- Support the development, implementation, and communication of the building school improvement plan (discover data, analyze data, manage goals and strategies, monitor progress)
- Collaborate with building administration to determine needed relevant professional development
- Collaborate with staff and other CIA leaders to develop and maintain quality common local assessments in order to provide accurate, specific, and timely feedback for student learning

Communication Responsibilities

- Attend subject-specific CIA, building school improvement, and other designated curriculum meetings and workshops
- Facilitate regular (minimum quarterly) collaborative meetings and communicate CIA information to building staff
- Actively participate in professional learning, including attending content-specific ISD meetings

C. SUBSTITUTE PAY - Regularly employed teachers when substituting within the system by appointment of the administration may choose to be paid or accumulate compensation time. The rate of pay for secondary teachers shall be $25 per period, and for elementary teachers shall be $20 per period. Teachers may use one period of their accumulated "comp time" in groups of three (3) periods. Teachers must request their "comp time" forty-eight (48) hours prior to actual use. Building administrators have the right to deny such requests when there is a shortage of subs. No "comp days" shall be taken after Memorial Day. Unused "comp time" may be converted to pay or sick hours at the end of the school year. This time may not be used to extend a vacation or holiday period except as outlined in Article 11B. Unused “comp time” may be converted to pay or sick hours (on an hour-to-hour basis) at the end of the school year.

A “period” shall be defined as an employee’s missed prep/planning time.

D. LUNCHROOM SUPERVISOR - Lunchroom supervision will be paid at the rate of $12.50 per lunchroom period.

E. MILEAGE - Teachers who, in the pursuit of their duties, are required to provide transportation shall be reimbursed for such costs. These duties shall be defined as the following:

1. transportation between school buildings in the Linden Community School District for reimbursable programs only or

2. travel to other school districts at the request of the administration and where the trip is required to fulfill the teaching situation.

Teachers required to travel as a part of their duties will be paid at the end of each month at the maximum allowable rate established by the IRS. The established mileage rate for the current school year will be based on the maximum allowable IRS rate on the first day of school.

Teachers must submit documentation of mileage for reimbursement and administrative approval within two (2) weeks of the last day of the month.

F. CURRICULUM STAFF DEVELOPMENT - Teachers who participate in Board approved curriculum and/or staff development activities shall be compensated at $25.00 per hour when meetings or activities are held outside the regular school day. Participation shall be voluntary. Prior to accepting responsibility for such extra assignment, each teacher shall be informed of the estimated time which will be involved and approximate meeting dates.

G. SEVERANCE PAY - In appreciation for services rendered to the district, a severance payment will be offered, except in cases of discharge, on the basis of unused accumulated sick days. A lump sum payout of $12 per unused sick day for the bargaining unit members with less than five (5) years' service to the district, of $18 per unused sick day for bargaining unit members with five (5) through eight (8) years of service to the district, and of $25 per unused sick day for bargaining unit members with nine (9) years or more service to the district shall be made to a maximum of $2,000.

H. LONGEVITY - Beginning with the teacher's sixth (6^{th}) year of teaching experience in Linden, each teacher shall receive in a separate check the first pay in December as listed below:

During the teacher's 6th Year: $500
During the teacher's 10th Year: $1500
During the teacher's 15th Year: $1800
During the teacher's 20th Year: $2100
During the teacher's 25th Year: $2400

If a teacher is hired by December 31st of the previous year, the teacher shall receive one (1) year of credit (0.5 years do not count). Should a teacher be hired after December 31st of the previous year, the teacher shall not receive credit.

I. INCENTIVE FOR EARLY NOTIFICATION OF RETIREMENT OR RESIGNATION - In consideration for their early notification, teachers who provide administration with an unconditional and irrevocable letter of resignation effective with the end of the current school year (i.e., June 30^{th}) will receive the following incentive in their final paycheck:

$1,000 - by January 15
$800 - by February 15
$600 - by March 15

J. ATTENDANCE INCENTIVE – Perfect attendance shall be considered to be not using any sick or personal time during the year. Appropriate comp time can be used without penalty.

- $500: Perfect attendance
- $300: One (1) absence
- $100: Two (2) absences

Compensation provided in this Agreement may be subject to section 1250 of the Revised School Code and any policy or procedure adopted by the Board to implement that section.

K. ADDITIONAL ONLINE STUDENTS – A stipend of $85 per student, per course shall be provided to teachers carrying online students in addition to their normal schedule.

Teachers will receive compensation once the course has been finalized by the teacher at the end of the semester. Students that will be counted toward a stipend are those who were enrolled in the course for at least four (4) weeks (at any point in the semester) or students who completed the course requirements (even if the student was not enrolled for at least four (4) weeks). If a student is not enrolled for at least four (4) weeks nor completed the course, said student will not be used in the overall count toward stipend payment.

An additional online student is defined as a student enrolled in an asynchronous course that does not physically meet during the scheduled hour. These asynchronous students may be scheduled during a teacher's regularly scheduled in-person classes or during a prep period. Such online students should not be considered in the student class size count for overage pay - even if the asynchronous course has the same name as the in-person course. Asynchronous online students should be considered "above and beyond" and compensated as such unless a teacher has been assigned an online class as one of their classes in their workday schedule.

Examples of employees being ELIGIBLE for this pay include the following:

- An employee teaches ECON in person for twenty-five (25) students and ECON online for five (5) students during the same course period. The employee would receive $85 for each of the five (5) students.
- An employee teaches ALGEBRA in person for twenty-five (25) students and GEOMETRY online for three (3) students during the same course period. The employee would receive $85 for each of the three (3) students
- An employee teaches BRIT. LIT. online for twenty (20) students and AMER. LIT. online for fifteen (15) students during the same course period. The employee would receive $85 for each of the fifteen (15) students.

Example of employees being INELIGIBLE for this pay include:

- If an employee teaches BRIT. LIT. online for thirty-two (32) students during the same course period, the employee would receive class size overage pay for each of one (1) student per Article 6, Section C.

L. <u>SUBMISSION OF PAY</u>

LEA employees submitting district forms for supplemental compensation shall provide forms to the appropriate supervisor within four (4) weeks of the event, work completed, etc. Payment shall be provided upon the following payroll period. Should the appropriate form(s) not be submitted within four (4) weeks of the event, work completed, etc., the employee shall forfeit said supplemental compensation.

Submissions include, but are not limited to, the following:

- Substitute pay/comp time
- Personal day attachment hours
- Curriculum pay (e.g., tutoring lab, curriculum camp/work, etc.)
- Lunch duty
- Schedule C/D - once evaluation is completed
- Class overload pay (4th Friday of the Semester)
- Additional online students (Last day of the semester)
- Reimbursement (e.g., materials, conferences, etc.)

M. AFTER SCHOOL SUPERVISION (i.e., Tutoring, Detention, Credit Recovery) - $25.00/hour

LEA/LCS Calendar
2024-2025

August 15 Thurs.	New Teacher Orientation Day
August 20 Tues.	Teacher Work Day/Professional Development Day
August 21 Wed.	Teacher Work Day/Professional Development Day
August 22 Thurs.	First Day of School for Students
August 30 Fri.	No School/No Staff - Labor Day Weekend
September 2 Mon.	No School/No Staff - Labor Day
September 18 Wed.	Half Day (Students)/Half Day - Professional Development
October 17 Thurs.	Half Day (Students)/Half Day - Parent Teacher Conferences
October 18 Fri.	No School/No Staff
November 1 Fri.	Professional Development/Teacher Work Day
November 27 Wed.	No School - Thanksgiving Break
November 28 Thurs.	No School - Thanksgiving Break
November 29 Fri.	No School - Thanksgiving Break
December 20 Fri.	Winter Break begins at the end of the day
January 6 Mon.	Classes Resume
January 8 Wed	Half Day (Students)/Half Day - Professional Development
January 17 Fri.	End of First Semester
January 20 Mon.	Professional Development/Teacher Work Day - MLK Day
February 17 Mon.	No School/No Staff - Presidents' Day
March 13 Thurs.	Half Day (Students)/Half Day - Parent Teacher Conferences
March 14 Fri.	Professional Development/Teacher Work Day
March 28 Fri.	Spring Break begins at the end of the day
April 7 Mon.	Classes Resume
April 18 Fri.	No School/No Staff
May 26 Mon.	No School - Memorial Day
June 6 Fri.	Last Day of School - ½ Day for Students Teachers done after completing obligations

185 Teacher Days
180 Student Days

LEA/LCS Calendar
2025-2026

August 14 Thurs.	New Teacher Orientation
August 19 Tues.	Teacher Work Day/Professional Development Day
August 20 Wed.	Teacher Work Day/Professional Development Day
August 21 Thurs.	First Day of School for Students
August 29 Fri.	No School/No Staff - Labor Day Weekend
September 1 Mon.	No School/No Staff - Labor Day
September 17 Wed.	Half Day (Students)/Half Day - Professional Development
October 16 Thurs.	Half Day (Students)/Half Day - Parent Teacher Conferences
October 17 Fri.	No School/No Staff
November 5 Wed.	Teacher Professional Development Day
November 26 Wed.	No School - Thanksgiving Break
November 27 Thurs.	No School - Thanksgiving Break
November 28 Fri.	No School - Thanksgiving Break
December 19 Fri.	Winter Break begins at the end of the day
January 5 Mon.	Classes Resume
January 7 Wed.	Half Day (Students)/Half Day - Professional Development
January 16 Fri.	End of First Semester
January 19 Mon.	No School/No Staff - MLK Day
February 13 Fri.	Teacher Professional Development Day
February 16 Mon.	No School/No Staff - Presidents' Day
March 12 Thurs.	Half Day (Students)/Half Day - Parent Teacher Conferences
March 13 Fri.	Teacher Professional Development Day
March 27 Fri.	Spring Break begins at the end of the day
April 6 Mon.	Classes Resume
May 25 Mon.	No School-Memorial Day
June 5 Fri.	Last Day of School ½ Day Teachers done after completing obligations

185 Teacher Days
180 Student Days

1. The calendar will be deemed to include additional uncompensated work time for teachers associated with Individual Development Plans or the time new teachers spend with mentors as is required under the provisions of the Tenure act and Michigan School Code.

2. In the event any provision of this Agreement creates a condition whereby the district is deficient in terms of meeting the number of days and hours of student instruction, the student and staff schedules will be subject to renegotiations between the parties following verification of the deficiency.

3. Days on which school is closed due to inclement weather will be scheduled at the end of the school year to assure a sufficient number of days and hours to receive full state aid payments with the last day for teachers to immediately follow.

   In the event the law changes in such a fashion that the make-up of such time is not required in order to receive full state aid payments, section 3 will be deemed null and void.

4. A total of eight (8) hours of parent teacher conferences will be established for each teacher per school year. Conferences shall be scheduled at the building level with consideration of convenience to parents and district wide schedules. Teacher attendance is mandatory; however, when extenuating circumstances exist where the teacher cannot attend, the teacher shall find an alternative date for parents to meet with the classroom teacher. The teacher is responsible for keeping a log of a total of eight (8) hours to document that the teacher has completed this obligation, which shall be submitted to the building principal.

5. One (1) Open House for each teacher per school year will be scheduled on a date mutually agreeable between the administration and the teachers. Teachers are required to attend their building Open House as scheduled, unless extenuating circumstances exist where the teacher cannot attend. If a teacher is unable to attend, the teacher shall notify the building principal as soon as possible and ensure appropriate materials are available in the classroom for parent review during the scheduled Open House. Appropriate materials shall include providing notification to parents to contact the teacher by phone for further information or to schedule a meeting with the teacher to discuss Open House materials.

6. Of the calendar dates prior to the start of student days up to 50% of the time may be used at the discretion of administration.

APPENDIX A
PROHIBITED SUBJECTS – EXCLUDES K-12 PROBATIONARY AND TENURED TEACHERS

Items contained in this Appendix, except those duplicated in previous Articles, shall apply only to those members whose employment is not regulated by the 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191 (Michigan Teacher Tenure Act) and are considered unenforceable to those members whose employment is regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191 (Michigan Teacher Tenure Act.)

SECTION 21
Layoff, Recall and Seniority

A. The Board of Education and Association, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available or programs are reduced, hereby agree the following procedure will be implemented:

1. A list of displaced teachers will be developed composed of all probationary teachers who will preliminarily be scheduled for layoff and those non-probationary teachers in affected positions.

2. Following the completion of the schedule, the displaced teachers referenced in Section 1 above will be aligned based upon seniority and will be assigned as follows:

    a. To a vacancy based upon seniority, certification and qualifications.

    b. If there are no vacancies for which the displaced teacher(s) are certified and qualified, the most seniored displaced teacher will be assigned as follows:

        1. To the position in the schedule which is occupied by the least seniored teacher for which the displaced teacher is certified and qualified; provided

        2. The displaced teacher has greater seniority.

        A teacher displaced through the process set forth in Section 2-b will be added to the displaced teacher list in order of seniority.

    c. If no position exists following the continued implementation of the procedure set forth in Section 2-b, the least seniored displaced teacher(s) will be laid off.

3. Qualified for purposes of this Article shall be defined as the appropriate State of Michigan certification for a specific position.

The Board will continue to provide letters of recommendation and other similar forms of assistance to teachers scheduled for layoff in an attempt to assist the teachers in finding alternative employment.

Bargaining unit members who are laid off may, subject to the rules and regulations of the insurance underwriters and/or carriers, continue their insurance benefits by paying the monthly premium payments through the procedures established by the Business Office.

B. The bargaining unit members shall have the sole responsibility to keep their State certification, State license, qualifications information, address and phone number on file with the Central Office up to date. Any assignments (including recall) made based upon the most recent information on file from the employee, will be deemed correct.

Teachers are required to maintain the education endorsements and grade level certification for positions in which they are hired or assigned. Should a teacher remove or nullify an endorsement on a teaching certificate or a grade level certification included in the teaching certificate, the teacher's accrued seniority shall be nullified. The teacher will be placed at the bottom of the seniority list and will thereafter begin accruing seniority.

C. Employees who are not subject to the provisions of the Michigan Teacher Tenure Act will serve a four (4) year probationary period.

D. This Agreement shall not be interpreted to convey tenure in position to an employee in any position covered by this Agreement.

E. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the bargaining unit members scheduled for layoff.

In the event an entire department is scheduled for layoff, a committee of teachers and administrators will convene to determine how essential departmental services will be maintained.

F. 1. Except as set forth in Section 3 below, seniority shall be defined as the length of continuous service to the district within the bargaining unit from the employee's first day of work. Seniority for part-time employees will be prorated.

Employees who are rehired and those employees who provided substitute service to the district prior to being hired as a regular teacher within the bargaining unit, will not receive seniority for such periods of employment. Seniority will be credited to laid off employees serving as term substitutes as set forth in section G below.

In the event of a tie in seniority, the tie will be broken first by the greatest number of graduate credits submitted as of March 1st and if still tied, by coin toss.

2. Except as set forth below, seniority shall not accrue while on layoff or during any unpaid leave of absence nor will such periods be construed as a break in continuous service.

Teachers absent and continuing to use accumulated sick leave due to an illness or disability shall continue to accrue seniority through the end of the semester in which the teacher's individual sick leave accumulation is exhausted.

3. Any teacher transferred to a supervisory/administrative position shall not accrue seniority while in the supervisory/administrative position but will, however, retain the seniority previously accrued while in the unit prior to the transfer.

The right to return to a position will be limited to available vacancies or positions occupied by probationary teachers if the administrator/supervisory employee is certified and qualified for the position occupied by the probationary employee and has acquired tenure as a classroom teacher within the district.

G. 1. Employees will be eligible for recall for a period of four (4) years from the last day worked prior to being laid off.

2. The recall of teachers shall be made in accordance with the following procedures:

a. Teachers will be recalled in inverse order of layoff to positions for which they are certified (licensed, etc.) and qualified (See Section 2 A).

It is expressly understood that the recall provisions detailed herein supersede the posting of vacancies set forth in Section 1.

It is further understood that changes in assignments and transfers (voluntary or involuntary) of teachers on staff may be necessary to facilitate the recall of a laid off teacher.

b. When a teacher qualifies for a leave of absence which will last for more than fifty (50) school days or where a teacher whose return from layoff is delayed under those conditions set forth in c (4) below, the substitute assignment will be made first to certified (licensed, etc.) employees eligible for recall in order of seniority, prior to utilizing a non-bargaining unit substitute.

c. 1. Except as set forth in Section 3(b) below, teachers who fail to report within fourteen (14) calendar days of receipt of a recall notice by certified mail to a vacancy or a term substitute assignment, will be considered a voluntary resignation and shall surrender further employment rights.

2. Bargaining unit members employed under the terms of an individual employment contract with another Michigan public school district at the time of receipt of the recall notice, will be required at the end of the fiscal year, to accept the position to which they were recalled or will surrender further recall and employment rights.

3. In the event the bargaining unit member is employed under the terms of an individual employment contract as set forth above, the position will be filled on an interim basis by the next most seniored, certified (licensed, etc.) teacher who is on layoff or in the absence of such an individual, a non-bargaining unit substitute.

4. In the event a non-bargaining unit substitute is utilized to fill the position for sixty (60) or more consecutive days, the substitute will be entitled to salary and benefits consistent with the requirements of section 1236 of the Michigan School Code.

SECTION 3
Teacher Evaluation

A. The work performance of all teachers shall be evaluated in writing. Evaluation shall consist of the total process from initial observation through preparation of the written report and the follow-up conference with the teacher. An evaluation report may incorporate the findings from several separate current observations.

Probationary teachers shall be provided with an annual year-end performance evaluation. This evaluation shall be based on at least two (2) classroom observations held at least sixty (60) days apart, unless a shorter period is agreed to by the teacher and the administrator. Each classroom observation will include a pre-observation conference, classroom visits totaling at least thirty (30) minutes, and a post-observation conference which will include a written observation assessment by the administrator. The first observation should occur after October 1 during the first semester. The annual evaluation process will be completed by March 1. Where the observation assessment indicates the performance of the probationary teacher is unsatisfactory, the administrator shall conduct at least one additional evaluation of the probationary teacher with observations thirty (30) days apart before the end of the school year.

An Individualized Development Plan (IDP) will be created for all probationary teachers by appropriate administrative personnel in consultation with the individual teacher by the end of the first year of probation and each year of the probationary period thereafter.

Tenured teachers may be evaluated every year but shall be evaluated at least once every three years. The final evaluation shall be based on at least two (2) classroom observations held at least

sixty (60) days apart, unless a shorter period is agreed to by the teacher and the administrator. Each classroom observation will include a pre-observation conference, classroom visits totaling at least thirty (30) minutes, and a post-observation conference which will include a written observation assessment by the administrator. When an evaluation of a tenured teacher is unsatisfactory, the teacher will be given specific suggestions and assistance toward improvement through an Individual Development Plan (IDP) to be created at that time.

When a tenure teacher has been involuntarily transferred and/or assigned outside her/his major or minor field, s/he shall not be evaluated formally in that area for at least one year.

Evaluations shall be based on observations of a balance of activities appropriate to the teaching assignment and shall be completed no later than two weeks before the end of the school year.

B. Evaluations shall be conducted by supervisor(s) familiar with the teacher's work, who shall be designated by the Board. If a teacher is in more than one building, the evaluation shall be a collaborative result between the administrators involved.

C. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of test results, eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

D. A copy of the written evaluation shall be submitted to the teacher within ten (10) school days of the observation, and the teacher shall have the opportunity to review the evaluation report. A sheet attached to the report will be available for the teacher's response pertaining only to the evaluation. Such response shall be made within five (5) days of the receipt of the evaluation. All evaluations shall be based upon valid criteria for evaluating professional growth. A copy of each written evaluation shall be furnished to the teacher for the teacher’s personal record.

E. The final written evaluation report will be furnished to the Superintendent and the teacher. If requested by the teacher, a copy shall also be sent to the Association. If the report contains any information not previously made known and discussed with the teacher, the teacher shall have the opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing and provide a hearing, where requested.

Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher’s request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such a file. Privileged information such as confidential credentials and related personal references normally sought at the time of such employment are specifically exempt from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher. However, the teacher’s evaluation reports relative to the teacher since coming to the Linden system and tenure recommendations will be available.

There shall be only one (1) official file kept in the Central Office to be used for each individual teacher's evaluation. This official file shall be regularly updated by the principal to correspond to the principal's file. No material may be placed therein without the teacher's knowledge and the teacher shall be allowed an opportunity to file a response thereto, which shall become a part of said file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Evaluation Form

1. Examples of strengths in narrative form

2. Areas needing improvement in narrative form (if suggestions for improvement are made, they will be made in writing and a copy furnished to the teacher.)

3. General comments

4. Remarks by teacher

SECTION 4
Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are consistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

Teachers will dress appropriately avoiding fashion trends that are not accepted in the community.

B. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall promptly be reported to the offending teacher and the Association. It is further recognized by the teacher that if, after warnings in writing by the administrator, such practices continue, the Board may institute proceedings against said teacher which may result in that teacher's dismissal.

C. A teacher shall at all times be entitled to have present a representative of the Association when being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. 1. No teacher shall be disciplined, reprimanded, reduced in rank, or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

2. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, and discharge. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated such action.

E. Any case of assault upon a pupil or other employee by the teacher shall be reported promptly by that teacher or any other teacher having observed or having knowledge of the assault to the Board or its designee. Any teacher guilty of such assault may be suspended immediately without pay.

F. Teachers shall not leave their class unattended except in case of emergency.