

LINCOLN CONSOLIDATED SCHOOL DISTRICT

2022-2024

MASTER AGREEMENT

BETWEEN

LINCOLN
BOARD OF EDUCATION

AND

LINCOLN ADMINISTRATORS'
ASSOCIATION



LINCOLN CONSOLIDATED SCHOOL DISTRICT
YPSILANTI, MICHIGAN

TABLE OF CONTENTS

	PREAMBLE	3
ARTICLE I	- RECOGNITION	3
ARTICLE II	- ASSOCIATION RIGHTS	4
ARTICLE III	- DUTIES AND RESPONSIBILITIES	5
ARTICLE IV	- ADMINISTRATOR RIGHTS	5
ARTICLE V	- PROTECTION OF ADMINISTRATORS	6
ARTICLE VI	- EDUCATIONAL PROGRAM	7
ARTICLE VII	- TRANSFERS AND ELIMINATION OF POSITIONS	7
ARTICLE VIII	- PROCEDURE FOR PROCESSING COMPLAINTS	9
ARTICLE IX	- PROGRESSIVE DISCIPLINE	9
ARTICLE X	- INDIVIDUAL CONTRACTS	10
ARTICLE XI	- SENIORITY	11
ARTICLE XII	- REDUCTION AND RECALL	11
ARTICLE XIII	- WORKING CONDITIONS	12
ARTICLE XIV	- PROFESSIONAL GROWTH	13
ARTICLE XV	- SALARIES AND REIMBURSEMENTS	14
ARTICLE XVI	- BENEFITS	16
ARTICLE XVII	- LEAVES OF ABSENCE	17
ARTICLE XVIII	- GRIEVANCE AND ARBITRATION PROCEDURE	17
ARTICLE XIX	- VALIDITY OF AGREEMENT	19
ARTICLE XX	- NON-TENURE	19

PREAMBLE

This Agreement, by and between the Board of Education of the Lincoln Consolidated School District (hereinafter, the Board) and the Lincoln Administrators' Association (hereinafter, the Association), is entered into this first day of January 30, 2023.

ARTICLE I - RECOGNITION

Section 1

The Board hereby recognizes the Association as the exclusive bargaining representative pursuant to Act 379, P.A. 1965 as amended for the following administrative positions:

Principals

High School

Middle School

Elementary Schools

Early Childhood Center

Assistant Principals

High School

Middle School

Elementary Schools

Directors

Community Education

Section 2

Upon the creation of any new administrative classification, both parties shall meet to discuss the inclusion of that classification into the unit. Such discussion will not be viewed as or deemed a waiver of the Administrator's right to file a unit clarification petition with the Michigan Employment Relations Commission.

ARTICLE II - ASSOCIATION RIGHTS

Section 1

The Board grants the Association the right to use school buildings and facilities for Association business without charge.

Section 2

The Association shall have the right to use District inter-school mail and email service for communications to its members.

Section 3

The Board agrees to furnish, within a reasonable time, all information requested by the Association as required under the Freedom of Information Act and/or the Public Employment Relations Act.

Section 4

Association input shall be considered prior to any changes in evaluation procedures and/or instruments used by Administrators in their evaluation of District employees.

Section 5

The Board and the Association agree that it or its designee shall meet upon the request of the other party to discuss matters relevant to the administration of this Agreement. Said conferences shall not satisfy any requirement to bargain collectively or to meet pursuant to the grievance procedure.

Section 6

This Agreement shall be effective from July 1, 2022, and shall remain in full force and effect until midnight June 30, 2024.

At least sixty (60) days prior to the termination of this Agreement, either party may give the other party written notice of its desires to terminate, modify or amend this Agreement. Upon receipt of this notice, the parties will promptly make arrangements to commence negotiating a successor agreement. In the event that neither party gives notice to the other of its intention to terminate, modify or amend this Agreement at least sixty (60) days prior to the expiration date, then the Agreement shall automatically be extended on the same terms for another year, and similarly, from year to year thereafter with the same notification requirements.

ARTICLE III – DUTIES AND RESPONSIBILITIES

Section 1

The Board shall have the right, subject to the terms of this Agreement, to establish the duties and responsibilities within a job classification that will be delineated in a job description. If there is any change considered in a current job description, the affected Administrator and a union representative will be given the opportunity for input.

Section 2

The Administrator agrees to perform the duties prescribed for the assigned position in accordance with all applicable laws, fulfill the rules and regulations of the Board and/or Superintendent, and carry out the educational programs and policies of the School District and/or the Superintendent.

Section 3

Any Administrator may be assigned by the Superintendent to District-wide responsibilities, in addition to regular responsibilities.

Section 4

The Administrator agrees to perform this contract and the employment duties and functions required of all employees of the School District in a manner that encourages quality in the educational process and fulfills the standard of professional conduct.

ARTICLE IV – ADMINISTRATOR RIGHTS

Section 1

Building principals shall recommend staff members' assignments within their building and forward such recommendation to the central office for concurrence by the Superintendent of Schools or his/her designee. Such assignments shall be made in accordance with Board policies and applicable collective bargaining agreements. It is agreed that any complaint by a staff member regarding assignment shall not proceed above the building level except through recognized grievance procedures.

Section 2

Administrators shall be advised of all vacancies in their building. Administrators are responsible for interviewing and recommending to the Superintendent all certified personnel being considered for assignment to their building or department. These recommendations will be sent to the Superintendent for consideration. The personnel office will finalize the process by checking references and completing the change of status.

Section 3

The Administrator has the right to Association representation if so desired. Administrators have the right to attach written comments and to request copies at minimal cost of all information not deemed confidential.

Section 4

Principals shall have the right to make the determination regarding pupil assignments within their building as long as this determination is made in accordance with Board of Education policies.

Section 5

All Administrators shall be notified by June 1st of their tentative administrative assignments for the following school year.

Section 6

Administrators shall be entitled to Association representation, upon request, at all interviews or conferences. In cases of unexpected disciplinary action, the Administrator may request that the meeting be terminated and reconvened with Association representation.

Section 7

The Administrator shall be responsible for evaluating all assigned employees. The Administrator shall follow the format and procedure designated for evaluating personnel within each affected personnel classification. Whenever changes in any evaluation instrument are contemplated, the Administrator shall be consulted.

Section 8

Administrators may be required to perform duties outside their regular Administrative assignments on an emergency and temporary basis. Such assignments, however, will be made only to those responsibilities for which the Administrator is qualified.

ARTICLE V - PROTECTION OF ADMINISTRATORS

Section 1

The Board shall recognize its responsibility to provide support and assistance to Administrators with respect to maintenance of control and discipline in the school, notwithstanding individual rights to appeal.

Section 2

Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

Section 3

The Board shall provide at no cost to the Administrator legal counsel and representation in any legal action, civil or criminal, brought against the Administrator for acts or omissions arising from performance within the course and scope of employment with the District, provided the Administrator and Board are not opposing parties and the conduct alleged is not contrary to Board policies and procedures or contrary to contractual obligations.

Section 4

The Board shall provide at no cost to Administrators a District policy of no less than \$1,000,000 for "School Employee Wrongful Act Coverage" (School Leader, Errors and Omission). In the event of loss, no Administrator shall pay any deductible. Administrators are governed by all acts and exclusions as stated in the District insurance policy.

Section 5

An Administrator temporarily absent from duties as a result of an assault while employed in school activities, and the assault is related to performance of duties, shall receive full pay with the absence not charged against sick leave accumulation for a maximum of twenty (20) work days per incident. This providing that the Administrator and Board are not opposing parties and the Administrator's conduct is not contrary to Board policies and procedures, or contractual obligations. Under the above circumstances, it is the employee's responsibility to initiate any and all worker's compensation claims.

Section 6

The Administrator absent as a result of a work-related lawsuit shall receive full pay and shall be granted released time for legal obligations, provided that the Administrator and Board are not opposing parties and the Administrator's conduct is not contrary to Board policies, procedures or contractual obligations.

Section 7

Administrators within the scope of their responsibilities may use such reasonable force as may be necessary to protect themselves, the pupils, or others from immediate physical injury as provided in Sections 380.1312 and 380.1313 of the School Code of 1976, as amended.

ARTICLE VI - EDUCATIONAL PROGRAM

Administrators shall be entitled to representation on any committee established for the purpose of studying, recommending, or changing District educational programs.

ARTICLE VII- TRANSFERS AND ELIMINATION OF POSITIONS

Section 1

District Administrators shall hold appropriate certification from the State of Michigan. They shall have a minimum of a Master's Degree in Education and/or experience or educational training as deemed appropriate. It is assumed all Administrators will have five (5) or more successful years in education.

Section 2

Vacant administrative positions, including newly-created positions, shall be posted within the School

District for a period of no less than ten (10) working days. Administrative postings shall contain the responsibilities and duties of the position and set forth the desired qualifications.

Section 3

All District Administrators who apply for posted positions shall be interviewed and shall be given consideration upon meeting posted qualifications.

Section 4

Vacancies may be filled on a temporary basis by Association Administrators, provided the affected Administrator(s) shall be paid at the base rate of that position or their normal wages, whichever is greater. Should this temporary assignment extend beyond one hundred and fifty (150) days, the assigned Administrator shall have the option of returning to the former position.

Section 5

It is agreed that the Association will be given the opportunity to make recommendations to the Superintendent or designee during consideration of any new administrative position.

Section 6

It is agreed that before any rates of pay, wages, hours or other conditions of employment are established for a new bargaining unit position, the parties shall engage in collective bargaining. Interim wages, hours and working condition may be established by the Board, but these wages, hours and working conditions shall not establish the status quo. All wages, hours or conditions of employment established through bargaining shall be given full retroactivity to the date the employee commenced service within the position.

Section 7

Whenever a position in the bargaining unit is eliminated by the Board, the Association will be consulted prior to final determinations.

Section 8

For purposes of this article, a promotion shall be defined as the transfer of an Administrator into any position that holds a higher base pay. A lateral transfer is defined as a change in assignment to one having an equal base pay. Any involuntary transfer into a position of lesser base pay shall be considered a demotion.

Section 9

The Administrator recognizes that appropriate management of the Lincoln Consolidated School District may require the transfer of Administrators from building to building or position to position, but only to a position for which the Administrator is certified and qualified. Should such action occur, the Administrator will continue to receive his/her former salary. When such transfer is considered necessary and/or desirable, thirty (30) days' notice shall be given to the affected Administrator(s) whenever reasonable and possible with such transfer effected only after review with the concerned party(ies).

Section 10

When an involuntary transfer is contemplated, the Association and the affected Administrator(s) will be provided at least thirty (30) days notice whenever reasonable and possible before such transfer(s) is to be effected. Following such notice, the Association and the affected Administrator(s) shall meet with the Superintendent or a designee to discuss the necessity for such transfer(s) and to consider possible alternatives.

Section 11

Administrators are encouraged to advise the Superintendent if they desire consideration for a voluntary transfer placement into another District administrative position. Years of service and quality of performance should be taken into consideration when Administrators seek change of assignment within the District.

ARTICLE VIII - PROCEDURE FOR PROCESSING COMPLAINTS

Section 1

When engaged in the performance of their duties in accordance with Board of Education policies and procedures, and when acting appropriately under the circumstances, Administrators can expect the support of the Board of Education in the face of erroneous and groundless accusations by individuals or special interest groups. The Board recognizes that Administrators necessarily must, on occasion, make decisions which are unpopular with individuals or groups within the School District.

Section 2

When a complaint concerning an Administrator, an employee whom the Administrator supervises, or a program is made, the complainant shall be requested to first discuss the matter with the affected Administrator. It is recognized that the complainant may refuse to do so. In that event, the complaint shall be processed by requiring the Complainant to submit the complaint in writing.

Section 3

Upon receipt of this complaint, the Superintendent or designee shall investigate within a reasonable period of time. No action shall be taken until the affected Administrator has been given the opportunity to provide necessary background information.

Section 4

Should action adverse to the Administrator be contemplated as a result of the investigation, the provisions of Article IX - Progressive Discipline shall apply.

ARTICLE IX - PROGRESSIVE DISCIPLINE

Section 1

The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that any discipline shall be for just cause. An administrator shall not be discharged without just cause, nor shall an administrator be disciplined or deprived of specific contractual advantages arbitrarily or capriciously.

- A. In cases where disciplinary sanctions are deemed necessary, the administration agrees to apply a policy of progressive discipline. Disciplinary sanctions may include a written plan of reasonable assistance, verbal warning, written reprimand, suspension and discharge. In the event the disciplinary action includes a written plan of reasonable assistance, it may consist of the following: Conferences shall be held between the Administrator, the Association and the evaluator dealing with the clearly identified inadequacies. Suggestions for improvement shall be brought forth at this time and documented in writing. Sanctions identified herein do not necessarily have to be applied sequentially, and prior disciplinary actions may be considered in applying the policy of progressive discipline. The Administrator and/or the Association shall, however, have the right to grieve the discipline imposed.
- B. At the request of the employee, a Union representative may be present at any of the proceedings related to discipline.
- C. Should an Administrator's contract be terminated by the Board for cause, the Board shall inform the Administrator through the Superintendent of the specific reason(s) for dismissal and shall provide the Administrator with the opportunity for a Board and/or an administrative hearing upon request. The Board shall have the right to select its hearing officer in the event a Board hearing is requested.

Section 2

The Board's decision to non-renew the employment contract of an Administrator (as opposed to discharging an administrator during the effective dates of the individual employment contract) shall not be considered discipline, shall not be subject to the grievance procedure (except that violation of the timeline for implementing a non-extension of a contract may be the subject of a grievance), and shall be exclusively subject to the applicable provision of the Michigan School Code 1976 as amended (MCL 380-132). See definitions of non-renewal and non-extension as set forth in Article X.

ARTICLE X - INDIVIDUAL CONTRACTS

Section 1

All Administrators shall be employed under written individual contracts, the terms of which shall be subject to and consistent with the terms of this Agreement. Contracts shall be effective July 1 through June 30.

Section 2

Multiple year contracts up to a maximum of two (2) years may be granted Administrators when recommended by the Superintendent and approved by formal resolution of the Board of Education.

Section 3

- A. All one (1) year duration Administrator contracts shall be annually extended for one (1) year unless notice of non-renewal is received consistent with Section 132 of the School Code of 1976, as amended (MCL 380.132). This provision shall also apply to the last year of a multiple year contract

when the Board has acted to non-extend the contract in the previous year. The decision of the Board to non-renew an Administrator's contract shall not be considered discipline and shall not be subject to the grievance procedure.

- B. All multiple year duration Administrator contracts shall be annually extended for one (1) year unless the Board of Education gives the individual Administrator written notice of non-extension of contract not later than April 30th of a given contract year. The decision of the Board to non-extend an Administrator's contract shall not be considered discipline and shall not be subject to the grievance procedure.
- C. Nonrenewal: In the event the School District is considering not renewing this Agreement, the School District shall give the Administrator written notice not less than 90 days prior to the effective date that the School District is considering such nonrenewal. The Administrator must then be provided an opportunity to meet with a majority of the School District board to discuss the stated rationale for the nonrenewal consideration. In the event the School District decides not to renew this agreement, written notice of said nonrenewal shall be issued by the School District not less than 60 days prior to the expiration date. These notice rights do not apply to previously tenured administrative personnel and do not apply to layoffs due to bona fide economic necessity.

Section 4

- A. "Non-extension" of contract, as used in this Agreement, means action taken by the Board to prevent an existing multiple year employment contract from being extended in duration beyond its present stated expiration date.
- B. "Non-renewal" of contract, as used in this Agreement, means action taken by the Board to terminate an existing employment contract, effective upon the contract's present stated expiration date.

ARTICLE XI - SENIORITY

Section 1

Seniority is defined as follows:

- A. "District Seniority" is the length of continuous service in the Lincoln Consolidated School District.
- B. "Bargaining Unit Seniority" is defined as length of continuous service of the L.A.A., excluding periods during which the Administrator is laid off from active employment or upon an unpaid leave of absence exceeding one hundred and five (105) workdays. NOTE: Upon ratification of this Agreement, those Administrators who are members of the L.A.A. shall retain Bargaining Unit Seniority commencing from the first day of employment as an Administrator in the Lincoln Consolidated School District.

Section 2

In the event that an Administrator returns to the teacher's bargaining unit, any previous District teaching seniority shall be retained unless specifically prohibited by that unit's master agreement.

Section 3

Administrators employed in a District administrative position outside of the bargaining unit shall retain but

not accumulate Bargaining Unit Seniority. Administrators shall continue to accumulate District Seniority.

ARTICLE XII - REDUCTION AND RECALL

Section 1

In the event a reduction in personnel is necessary, the Administrator will be given at least thirty (30) days prior notice of layoff.

The criteria for the Administrator to be reduced shall be based on evaluation. If evaluations are equal then the Administrator possessing the least seniority shall be laid off.

Section 2

All Administrators who are laid off shall have recall rights except in the following situations:

1. Submission of a letter of resignation
2. Refusal to accept an offered position

Section 3

Administrators who are laid off shall be recalled in reverse order of layoff provided that Administrators so identified are certified for the open position.

Section 4

Administrators will be recalled to positions for which they are certified and qualified.

ARTICLE XIII - WORKING CONDITIONS

Section 1

The number of annual duty days for each bargaining unit position shall be as set forth below:

<u>POSITION</u>	<u>Actual Work Days Per Year</u> <u>(Excludes Holidays)</u>
Elementary Principal	207
Middle School Principal	207
High School Principal	213
Assistant Elementary Principal	207
Assistant Middle School Principal	207
Assistant High School Principal	207

Community Education Director	207
Talent Development Coordinator	207
ECC Principal	207

The Board of Education reserves the right to increase the number of work days without additional compensation to the LAA bargaining unit if days of instruction are increased within the other bargaining units of the district. The number of days to be increased without compensation will be equal to days increased in other bargaining units and not exceed the following:

Elementary Principal	217
Middle School Principal	217
High School Principal	223
Assistant Elementary Principal	217
Assistant Middle School Principal	217
Assistant High School Principal	217
Community Education Director	217
Talent Development Coordinator	217
ECC Principal	217

The administrative work calendar will be established by the Superintendent after a meet and confer session with representatives from the administrative bargaining unit. The calendar for the subsequent year shall be finalized and distributed to administrators no later than June 1 each year.

Section 2

Should the above positions involve part-time employment, the length of stated workdays will be adjusted accordingly.

Section 3

Administrators who are required to work beyond the number of days stated may be paid at the per diem rate or may receive compensatory time. Compensatory time shall be defined as special time allowed to Administrators in lieu of pay. Such extra work can only be identified and approved by the Superintendent. Accumulated compensatory time will be reviewed at the end of each fiscal year and may be carried over at the discretion of the Superintendent. Should the Superintendent not wish to extend a carry-over, Administrators must be given at least a six (6) month notification.

Compensatory time off requires the approval of the Superintendent (use Leave Request Form) and such time not used shall not become a matter for remuneration during or after employment with the Lincoln Consolidated School District.

Section 4

Per diem rates shall be calculated using the total salary of the Administrator divided by the total number of stated working days.

Section 5

Administrators shall work those hours which are reasonable and necessary to accomplish the duties and responsibilities of their position.

ARTICLE XIV - PROFESSIONAL GROWTH

Section 1

Any Administrator participating in a program of professional growth shall be required to arrange coverage of the building in that Administrator's absence. These arrangements shall have prior approval of the Superintendent.

Section 2

Administrators may be reimbursed for expenses incurred for attendance at educational conferences and conventions or for cost of conducting official school business. The Superintendent shall approve expenditures from the Administrator's budget allocation for conference and travel expenses, including coverage of the building. Reasonable effort will be made to allocate sufficient funds to permit attendance at appropriate state and national conferences each school year.

Section 3

Membership dues to professional organizations recognized by the Board shall be paid by the District. This is limited to membership in one (1) state and national professional organization of the Administrator's choice as approved by the Superintendent. Any membership beyond this shall be approved by the Superintendent and shall be reviewed on its individual merits to the District.

Section 4

Leaves of absence of not more than one (1) year without pay may be granted upon application. Purpose of such leave includes but is not limited to: study, travel for professional improvement, research, and personal business. Such leaves may be extended to one (1) additional year upon written request. It is further provided that:

- A. The reinstatement shall be to the Administrator's same position or similar position if the former position is not available.
- B. The initial leave period may be for the duration of the semester when leave was granted plus two (2) consecutive semesters excluding the summer. The leave may be extended to one (1) additional year by written request.

ARTICLE XV - SALARIES AND REIMBURSEMENTS

Section 1

The salary schedule for Administrators in each classification shall be as follows:

		2022-2024
Elementary Assistant Principal	Step 1	\$76,866
	Step 2	\$79,172
	Step 3	\$81,547

Middle School Assistant Principal	Step 1	\$89,483
	Step 2	\$91,533
	Step 3	\$93,583
	Step 4	\$95,735
	Step 5	\$97,785
High School Assistant Principal	Step 1	\$92,045
	Step 2	\$94,095
	Step 3	\$96,248
	Step 4	\$98,298
	Step 5	\$100,348
Elementary Principal	Step 1	\$98,810
	Step 2	\$101,373
	Step 3	\$104,038
	Step 4	\$106,600
	Step 5	\$109,163
Middle School Principal	Step 1	\$98,810
	Step 2	\$101,373
	Step 3	\$104,038
	Step 4	\$106,600
	Step 5	\$109,163
High School Principal	Step 1	\$107,625
	Step 2	\$110,188
	Step 3	\$112,853
	Step 4	\$115,415
	Step 5	\$117,978
ECC Principal	Step 1	\$83,230
	Step 2	\$85,793
	Step 3	\$88,458
	Step 4	\$91,020
	Step 5	\$93,583

Administrators shall receive a .5% TSA in addition to their regular annual compensation.

Credit on the salary schedule shall not be granted for less than a full year of service. A full year shall be defined as 75% plus one day of the administrative work year.

Administrators promoted to another administrative position shall return to Step 1, provided that it is an increase in salary.

Section 2

Administrative annual salaries shall be paid in approximate equal payments. Payroll checks will be issued every other Friday beginning with the first pay period following the commencement date of the Administrator's individual contract. Beginning during the 2023 calendar year, the District will transition to paying annual salaries twice monthly for 24 pays per year.

Section 3

Administrators who are required to drive their personal automobiles in the performance of their duties shall be paid in accordance with the then current IRS mileage reimbursement rate.

Section 4

Administrators who apply for and receive competitive, discretionary grants above and beyond what the district is currently receiving shall be awarded a bonus stipend equal to 1% (one percent) of the grant. It must be approved by the Superintendent prior to grant application that the grant would qualify the administrator(s) for the bonus stipend.

Section 5

LONGEVITY FOR ADMINISTRATIVE POSITIONS

(Not to include or be combined with any seniority with any other bargaining unit)

Six Years	\$ 1,000.00
Seven Years	\$ 1,000.00
Eight Years	\$ 1,000.00
Nine Years	\$ 1,000.00
Tenth Year	\$ 1,500.00
Eleventh Year	\$1,500.00
Twelfth Year	\$1,500.00
Thirteenth Year	\$1,500.00
Fourteenth Year	\$1,500.00
Fifteenth Year	\$ 2,000.00
Sixteenth Year	\$2,000.00
Seventeenth Year	\$2,000.00
Eighteenth Year	\$2,000.00
Nineteenth Year	\$2,000.00
Twenty Years Plus	\$ 2,500.00

Section 5

Longevity shall be paid in one lump-sum payment in the last pay period in the fiscal year. In order to receive longevity, the administrator must be employed at the time payment is made.

Longevity applies to the administrator's tenure in the L.A.A. bargaining unit.

Section 6

PROFESSIONAL DEVELOPMENT COMPENSATION

<u>Master's +30</u>	<u>Specialist's</u>	<u>Doctorate</u>
\$500.00	\$1,000.00	\$1,500.00

Professional Development Compensation shall be paid in one lump-sum payment in the last pay period in the fiscal year.

Section 7

Effective July 1, 2017, the District will pay a \$500.00 stipend to Administrators with a highly effective rating on their annual performance evaluation. The stipend will be paid by July 31st of each year.

ARTICLE XVI - BENEFITS

Section 1 - Insurance

The District shall make premium payments on behalf of L.A.A. Administrators for the insurance programs.

Effective July 1, 2017, members of the LAA will be responsible for 20% of the cost of the medical insurance premium.

Effective July 1, 2016, the district will be responsible for 50% of the HSA. The District agrees to deposit their 50% of the deductible into each members HSA account on the first pay period in January.

The District agrees to contribute to each employee not selecting health insurance, a sum of one thousand five hundred dollars (\$1,500) per work year for the purpose of a Deferred Compensation program; carrier as approved by the District. This annuity, as well as the .5% annuity on the pay schedule, shall be deposited into the administrator's account at the time of the second pay of the new school year. In the event of an administrator working a portion of the year, the annuity will be prorated.

Section 2 - Legal Services

The Board shall provide legal counsel or reimburse Administrators for legal expenses incurred in defending a criminal or civil lawsuit, provided it determines the Administrator has acted within the scope of Board policy, professional behavior and ethical considerations. The sole determination shall be made by the Board of Education and this section shall not be subject to binding arbitration.

When an Administrator is subpoenaed as a witness in a Lincoln student child custody or a child abuse case, the Administrator should contact the Superintendent's office immediately. The Superintendent's office will put the Administrator in contact with an attorney if deemed necessary.

Section 3 - Tax Sheltered Annuities

The Board agrees to make available the investment by Administrators in Board-approved tax sheltered

annuity programs. All arrangements must be made through the Administrator's annuity representative including written authorization for payroll deduction increases and decreases. Written authorization for deductions or changes in the amount to be deducted shall be submitted to the Business Office approximately 30 days prior to each transaction to allow for appropriate processing. Deductions will be made from each pay thereafter. Payroll deductions shall continue until written notice is submitted to the Business Office indicating a termination date of such deduction. Payroll deductions for annuities shall be forwarded to the administrator's account within two weeks.

Section 4 - School Sponsored Events

Complimentary passes will be provided to all school-sponsored events for each Administrator.

Section 5 - Additional Benefits

If during the life of this contract, any other bargaining unit in the District receives an improved or new fringe benefit, the Board agrees to discuss same with the Association.

Section 6 - Purchase Option

An Administrator may purchase, at cost, additional insurance coverage granted members of other bargaining units as long as insurance company rules permit.

Section 7 - Retirement

The Board of Education will pay the administrators' retirement contribution at the then current MPSERS annual rate. This does not cover the MIP employee contribution.

Section 8 - Benefit Continuance

In the event certain benefits cease to be available, the Board will provide comparable benefits upon notification to the Administrator.

ARTICLE XVII - LEAVES OF ABSENCE

Section 1 - Compensable Leaves

Each Administrator earns thirteen (13) days each year of sick leave without loss of pay; such leave to accumulate to one hundred eighty (180) days. Qualified employee absences due to a serious health condition under FMLA or other FMLA qualifying absences will run concurrently with paid leaves and will be concurrently designated as FMLA leaves to the maximum permitted by law. Administrators who are transferred from another bargaining unit within the District shall retain accrued sick days for use of sick days. These days will not be compensated as LAA earned days.

Upon termination of employment, Administrators shall receive: (a) fifty percent (50%) of accumulated sick days, and (b) Any unused vacation days shall be compensated at one hundred percent (100%) rate of compensation based upon Administrator's per diem final base salary.

Section 2 - Compensable Leaves

Each Administrator shall be granted three (3) personal business days per year with pay. Such leave days shall be used for business or personal obligation.

Administrative employees shall receive other compensable leave privileges at least equal to those provided for the teaching staff.

Leave for reasons other than those set forth in this section must be discussed in advance with the Superintendent. Leaves not specifically defined herein will be handled on a case-by-case basis.

ARTICLE XVIII - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

The term "grievance" shall be defined as a complaint by an Administrator or by the Association in its own behalf, that there has been a violation, misinterpretation, or misapplication of specific Article(s) and Section(s) of this Agreement.

Section 2

Step 1 - Every effort shall be made to resolve grievances at their inception. When a grievance occurs, the Administrator shall first discuss it with their immediate supervisor within the ten (10) days of the occurrence. The Association may represent the Administrator at such meetings, if so desired by the Administrator.

Step 2 - If the grievance cannot be resolved informally, it must be reduced to writing within fifteen (15) days of the occurrence giving rise to the grievance and submitted to the Superintendent's designee. The writing must contain a statement of the facts supporting the grievance, the specific section(s) of the contract allegedly violated, and the relief sought. Should either party so request, a grievance meeting shall be held at Step 2 between the Association and the Superintendent's designee within five (5) days of the submission of the written grievance. Within ten (10) days of the written submission, the Superintendent's designee shall provide the Grievant with a written answer to the grievance. If the answer received at Step 2 is unacceptable to the Grievant, the grievance may be appealed to Step 3 within five (5) days of receipt of the Superintendent's designee answer.

Step 3 - The appeal at Step 3 shall be with the Superintendent. Within five (5) days of receipt by the Superintendent of the Grievant's written appeal from Step 2, a grievance meeting shall be held. Within five (5) days of the meeting, the Superintendent shall answer the grievance in writing. If the answer is unacceptable, the grievance may be appealed to Step 4.

Step 4 - The appeal shall be to the Board or a majority committee (at the discretion of the Board). The Board shall schedule a grievance hearing at its next meeting, but no later than thirty (30) days after receipt of the appeal. Within five (5) days after the Step 4 meeting, the Board shall provide the Grievant with a written answer.

Step 5 - Any grievance between the Board and the Association or between the Board and an Administrator(s) which has been processed in accordance with the provisions of the preceding sections of this Agreement but not satisfactorily settled, shall, upon the written request of either party, be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. The party desiring arbitration must notify the other party in writing of such intent within fifteen (15) working days of the day the written disposition was given under Step 4 of the Agreement. In the event that either party shall fail to serve such written notice, the matter shall be considered settled on the basis of the written disposition

made in the last Step of the Grievance Procedure.

Section 3

All references to "days" shall be regular work days for both parties.

- A. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance not advanced to the next step by the Association within the time limit specified within that step shall be automatically closed on the basis of the last disposition. Any grievance to which the Board has not submitted an answer by the time limits in that step, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Time limits may be extended by mutual agreement of both parties.
- B. Administrators may require an Association representative to be present during grievance meetings.
- C. The Arbitrator shall be empowered to render decisions only where a written grievance expressly alleges violation of specific articles and sections of this Agreement and may render no finding of a violation of any provision of this Agreement other than those specific articles and sections that are expressly identified upon the written grievance.
- D. Furthermore, the Arbitrator shall have no power to:
 - 1. Add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. Establish salary scales or change any salary.
 - 3. Modify the discipline imposed by the Board where the Arbitrator finds that the Board has proven the stated reasons and underlying cause(s) for discipline.
 - 4. Rule upon the termination of services or failure to re-employ any probationary bargaining unit members.
 - 5. Rule upon the Board's decision to non-renew the contract of a bargaining unit member.
 - 6. Rule upon any matter involving the evaluation of a bargaining unit member, other than upon questions relating to the express evaluation procedures herein provided.
 - 7. Rule upon any grievance arising between the expiration date of a collective bargaining agreement and ratification of the successor collective bargaining agreement, unless the parties expressly agree to arbitrate such a grievance.

If either party to this Agreement disputes the arbitrability of any grievance, the Arbitrator shall be required to decide this issue prior to any evidence being presented regarding the substantive merits of the grievance.

The fees and expenses of the Arbitrator and the American Arbitration Association shall be shared equally by the parties and neither party shall be responsible for the expense of witnesses, including lost compensation, called by the other party.

Demands for arbitration shall be processed with M.E.R.C. or the American Arbitration Association, preference to be given to L.A.A.'s choice.

ARTICLE IX - VALIDITY OF AGREEMENT

Section 1

Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, the article, section or clause shall be deleted from this Agreement but the remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement.

Section 2

This Agreement shall supersede any rules or regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary inconsistent terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts 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.

ARTICLE XX – NON-TENURE

Section 1

The School District hereby denies, and the Administrator hereby voluntarily and intentionally waives, any tenure rights (other than tenure that may be obtained as a classroom teacher) that might otherwise be acquired by an Administrator in his/her position. To the extent this Agreement is renewed or extended without the execution of a new written contract, this exclusion of tenure shall be given a continuing effect during an Administrator's subsequent year (s) of employment.

Nothing in this Agreement shall be construed to render the obligations of either party under this contract divisible in the event of breach on the part of either party to this Agreement.

This contract is subject to all appropriate federal and state statutes, rules and regulations.

IN WITNESS WHEREOF, the parties hereby have hereunder set their hands and seals this date and year above written.

BOARD OF EDUCATION FOR THE
LINCOLN CONSOLIDATED SCHOOL DISTRICT

LINCOLN ADMINISTRATORS' ASSOCIATION

By: Robert Jansen 4-24-23

Robert Jansen

By: Paula Robinette 3.21.23

Paula Robinette