

4606

8/23/2001

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
LOWELL AREA SCHOOLS
AND THE
LEA
AUGUST 24, 2000 - AUGUST 23, 2001

Lowell Area Schools

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TABLE OF CONTENTS

ARTICLE I

RECOGNITION

	<u>Page</u>
A. Recognition	1
B. Exclusive Right	1

ARTICLE II

TEACHER RIGHTS

A. Law Pertaining to Negotiation	2
B. Access to Board Information	2
C. Use of School Facilities	2
D. Private Life	2
E. Fair Employment Practice	2
F. Board Policies	2
G. Curriculum Council	3
H. Subcontracting	3

ARTICLE III

PROFESSIONAL COMPENSATION

A. Salaries	4
B. National Board Certification	5
C. School Calendar	6
D. Other Salary Benefits	6
E. Substitute Teachers	11
F. Part-Time Teachers	12
G. Extra Teaching Load	12
H. Automobile Allowance	12
I. Professional Improvement	13
J. State Required Re-certification Reimbursement	13
K. Classroom Budgets	13

ARTICLE IV

TEACHING HOURS

A. Duty Hours - (6 Period Day)	13
B. Lunch Period	14
C. Student Contact Time	14
D. Special Area Personnel	14
E. Parent/Teacher Conferences for Kindergarten	15

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

A. Recess Periods	15
B. Teaching Scope	15
C. Change in Teaching Assignment	15

	<u>Page</u>
D. Notification of Intent to Resign/Retire	15
E. Release from Assignment	16
F. Playground Supervision	16
G. Released Time	16
H. Assemblies	16
I. Educational Initiatives/Pilot Projects	16
J. Job Share	17
 ARTICLE VI	
RIGHTS OF THE BOARD	
A. Board Rights	17
B. Mutual Concerns and Issues	18
 ARTICLE VII	
TEACHING CONDITIONS	
A. Evaluation of Buildings and Equipment	18
B. Professional Responsibilities	18
C. Equipment	19
D. Staff Lounges	19
E. Teacher Paraprofessionals	19
F. Class Size	20
 ARTICLE VIII	
VACANCIES, PROMOTIONS AND TRANSFERS	
A. Vacancies	20
B. Transfers	21
C. Promotions	21
 ARTICLE IX	
LAYOFF AND RECALL	
A. Lay Off Procedure	22
B. Personnel Lay Off	22
C. Recall	23
D. General Provisions	24
 ARTICLE X	
RETIREMENT/SEVERANCE	
A. Payout of Unused Sick Days	24
B. Early Retirement Incentive	25
 ARTICLE XI	
LEAVES	
A. Paid Leave	26

	<u>page</u>
B. Bereavement Leave	29
C. Personal Leave	29
D. Unpaid Leave	30
E. Career Exploration Leave	31
F. Short Term Leave	31
G. Family and Medical Leave Act	32
H. Jury Duty/Subpoena	32
ARTICLE XII	
TEACHER EVALUATION AND OBSERVATION	
A. Monitoring	32
B. Evaluators	32
C. Procedures	32
D. Non-tenured Teachers	32
E. Tenured Teachers	33
F. Personal Conference	33
G. Signed Copy	33
H. Content	33
I. Informal Observations	33
J. Grievance of Evaluation	34
K. MEAP Answer Sheet	34
ARTICLE XIII	
PROTECTION OF TEACHERS	
A. Teacher Support	34
B. Assault on Teacher	34
C. Lost Time	35
D. Teacher Liability	35
E. Employee File	35
F. Complaints Against Teacher	35
G. Teacher Representation	35
H. Teacher Rights	35
I. Flu Shots	35
ARTICLE XIV	
NEGOTIATION PROCEDURES	36
ARTICLE XV	
PROFESSIONAL GRIEVANCE PROCEDURES	
A. Definitions	37
B. Procedures	37
C. Building Representative	38
D. Limitations of the Arbitrator	38

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A.	Matters Contrary to Agreement	39
B.	Matters Contrary to Law	39
C.	Copies of Agreement	39
D.	Professional Conferences	39
E.	Tuberculosis Examination	40
F.	Current Information	40
G.	Delayed Starts	40
H.	School Closings	40

ARTICLE XVII

NO STRIKE	41
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ARTICLE XVIII

DURATION OF AGREEMENT

A.	Effective Dates	41
B.	Expiration Limits	41

APPENDIX A:

Table 1 – 2000-01	Teacher Salary Schedule
Table 2 – 2000-01	Extra Duty Pay Schedule Athletic Activity
Table 3 – 2000-01	Extra Duty Pay Schedule Non- Athletic Activity
Table 4 – 2000-01	Hourly Rates

APPENDIX B:

Calendar: 2000-01

APPENDIX C:

Separation Agreement

APPENDIX D:

Kent Instructional Delivery System (K.I.D.S.)

APPENDIX E:

Duty Hours - (5 Period Day)

APPENDIX F:

Teacher Evaluation Form

MASTER EDUCATION AGREEMENT

This Agreement entered into this 14th day of August, 2000, by and between the Board of Education of the Lowell Area Schools, Lowell, Michigan, hereinafter called the "board" and the (LEA-MEA-NEA), hereinafter called the "Association."

Whereas the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and the board is required by law to negotiate with the association on wages, hours, and the terms and conditions of employment of teachers, and the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this document covering such agreement.

ARTICLE I **RECOGNITION**

A. Recognition

The board hereby recognizes the association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for all certified professional personnel under contract to the Lowell Area Schools, including personnel on tenure and probation, classroom teachers, guidance counselors, librarians, school nurse, remedial and special education teachers, alternative education teachers who are in alternative education programs within the boundaries of the Lowell Area School District, psychologists, social workers, basic skills coordinators, speech therapists and pre-school teachers. Excluded are: supervisory, executive, confidential; office clerical; maintenance; operating; food service; transportation; teacher aide (paraprofessional) personnel, and community/adult education personnel.

1. Board - The term "board" shall include its officers and agents.
2. Association - The term "Association" shall refer to the bargaining unit described in Section A. above.
3. Teacher - The term "teacher" shall refer to any employee.

B. Exclusive Right

The board agrees not to negotiate with any organization other than the designated as the representative pursuant to Act 379, Public Acts of 1965. as amended, for the duration of this Agreement.

ARTICLE II
TEACHER RIGHTS

A. Law Pertaining to Negotiation

The board and the association agree to abide by Act 379 of the Public Acts of 1965, as amended, and to all the applicable laws and statutes pertaining to teacher and board rights and responsibilities in regard to negotiations.

B. Access to Board Information

The board agrees to make available to the Association specific information concerning the financial resources of the district, tentative budgetary requirements and allocations, and any other information as will assist the Association to process any grievance or complaint. All requests for currently available information will be provided within two (2) days of receipt of the request.

C. Use of School Facilities and Equipment

The Association and its representatives shall have the right to use school equipment, in accordance with board policy, when such equipment is not otherwise in use, and to use school buildings at all reasonable hours for meetings. The Association shall pay for materials and supplies used from board supplies. Use of school facilities must be reserved through the normal building scheduling process. Such facilities shall not be used for political campaign purposes or other local ballot issues.

Designated bulletin boards and teacher mailboxes shall be available to the Association for the posting or placement of materials relating to official business of the association, and by the association.

D. Private Life

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

E. Fair Employment Practice

The provisions of the Agreement and the wages, hours, terms, and conditions of employment, shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, or marital status, or membership in, or association with, the activities of any employee organization.

F. Board Policies

The board agrees to furnish the Association and each building in the system a copy of the board policies for which the board holds the teacher in the Lowell

School system responsible. In addition, the board agrees to inform the Association of any changes or additions to board policies.

G. Curriculum Council

1. The board and the association shall establish a council known as the Instructional and Curriculum Council. The purpose of this Council shall be to initiate and recommend policies affecting the nature and design of the instructional program of the district. As a part of its responsibilities, the Council shall:

- a. Develop recommended criteria for the ongoing evaluation of all instructional programs;
- b. Annually review and recommend policies concerning all testing programs and instructional management systems;
- c. Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and,
- d. Promulgate other recommended policies relating to the district's instructional programs and curriculum.

Changes in existing instructional programs and proposed new instructional programs must be reviewed by the Council prior to board consideration, adoption, implementations, or rejection.

2. The Council shall be composed of an equal number of teachers and administrators who shall be selected annually by their respective representative groups. Each member of the Council will have an equal vote.
3. The Council may include representatives of the community and of the student body appointed by the superintendent. Such numbers will not exceed one-third of the total membership of the Council.
4. The Council shall meet on a regularly scheduled basis. Teachers serving on the Council shall be given released time with classroom substitutes provided for any meetings scheduled during regular school hours. Such meetings shall be scheduled with the prior approval of the superintendent.
5. The operation of the Council shall be under the direction of the Curriculum Director, or his/her designee, who shall chair the meeting.

H. Subcontracting

Instructional bargaining unit work will not be subcontracted. It is understood,

however, that this does not apply to work which is now or previously has been performed by non-bargaining unit personnel (elementary library, study hall supervision, in-house suspension supervision). Extracurricular positions will normally be assigned to employees except when employees are unwilling, unable, or are not the best qualified to perform the work. Applications will be accepted for those extracurricular positions held by non-unit persons on an annual basis. The board agrees to consult with the association on issues relating to the impact of non-instructional bargaining unit subcontracting as soon as reasonably possible and not less than thirty (30) days prior to any implementation.

ARTICLE III **PROFESSIONAL COMPENSATION**

A. Salaries

1. The salaries of teachers covered by this Agreement are set forth in Appendix A, Table 1 which is attached to, and incorporated in, this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
2. Additional hours (BA + 20; MA; MA + 15; MA + 30 or Specialist, or Doctorate Degree)

Additional hours as shown on the salary schedule shall be semester hours or the equivalent. The term BA + 20, MA, MA + 15, MA + 30, and Doctorate Degree, applies only to hours taken following attainment of the degree/teacher certification. All post Masters degree credit shall be for credits earned after the completion of the Masters Degree, and only for graduate level courses. Special exceptions may be made with the written approval of central administration for courses not offered as graduate level courses, but necessary for teaching specialized classes. Correspondence school credits will not be accepted. To receive additional pay for BA + 20, MA, MA + 15, MA + 30, or Doctorate Degree, teachers must provide the superintendent's office written proof of hours taken in the form of an official transcript of credits by the opening day of the first or second semester of the current year. If the transcript is not available, a written statement from the employee is an acceptable substitute. In this case, official transcripts must be received by the Superintendent's office no later than October 15 or March 15, respectively. Any unusual circumstances which prevent the teacher from meeting this deadline must be cleared by the Superintendent or his/her designee before October 15 or March 15 of the current year. Adjustments to salary will be made with the first pay of the first or second semester. Any over-payment made by the district for lack of receipt of an

official transcript after the above dates, shall be deducted from the employee's first pay following those dates, unless other arrangements have been made. This provision shall have prospective effect.

B. National Board Certification

National Board Certification (NBC) is a national voluntary system established by the National Board for Professional Teaching Standards designed to recognize teachers who meet the high and rigorous standards for what accomplished teachers should know and be able to do.

All members holding a baccalaureate degree from an accredited institution, having three years of elementary, middle, or high school experience, and holding a Michigan teaching license are eligible to earn NBC. All eligible members shall have an equal opportunity to earn NBC regardless of unsuccessful participation in the NBC program or prior non-participation.

Any activity of a teacher related to NBC shall be voluntary. Members pursuing NBC may choose to terminate their involvement at any time without penalty or fear of retribution.

The district agrees that the failure to pursue or receive NBC shall not be considered for evaluation purposes.

NBC shall not be viewed as the only professionally acceptable measure of accomplished teaching. The district shall, however, recognize the accomplishment of each member receiving NBC by paying an additional \$2,500 in annual compensation for each year the certificate is valid.

It is the responsibility of the member to notify the Superintendent of their intent to apply for NBC.

NBC members will be expected to assist the district in professional development activities. Criteria will be developed jointly by the Association and the District, during the 2000-01 school year.

Up to three (3) days of paid leave in addition to regular sick and personal days shall be granted to members for time necessary to prepare for and to complete NBC activities. These days must be approved a minimum of three (3) days in advance by the building principal.

All materials prepared for the NBC assessment, including videotapes, audio tapes, portfolios, documents, computer media, etc. shall be provided by the member and remain the sole property of the member.

All publicity related to a member's receipt of NBC shall give credit to the LEA, the individual member, and the district.

C. School Calendar

The calendar is set forth in Appendix B which is attached to and incorporated in this Agreement.

1. Contractual Days - Contractual days for all staff shall be 188 days, three days which will be dedicated to professional development and training.
2. Contractual Days New Staff - New staff contractual days will be provided and may be scheduled by mutual agreement of the administration and the LEA president. These days, shall be compensated according to Appendix A, Table 4 of the contract (Curriculum Workshop).

D. Other Salary Benefits

1. Teacher Pay Period - Teachers shall be paid every other Friday, with the first pay date being September 1, 2000.

Each teacher will receive 26 pays (or 21 pays if previously designated), unless the payroll department is notified otherwise, no later than the first day of school. The board is authorized to use electronic deposit to the bank account of the teacher's choice.

2. Credit for Outside Experience - For salary purposes, the board may credit a teacher with service up to his/her total years of teaching experience with a valid Provisional, Permanent or Continuing Certificate, when first employed in the Lowell Area Schools. Only full years of experience will be counted.
3. Extra Pay for Extra Duty - The board shall pay those monies earned from extra pay for extra duty responsibilities during the time each extra-duty is taking place. An amount equal to the extra pay may be withheld from a teacher's salary if an assignment is not completed within two (2) weeks of the end of the activity. This includes inventories, care of equipment, and any necessary reports.

Assignments which are beyond the description of the school day as described in Article IV (A. & B.) and which are in excess of the basic professional responsibility shall be compensated in accordance with the extra-pay for extra-duty schedule (Appendix A, Tables 2 & 3) which is attached to and incorporated in this Agreement.

4. Agency Shop

- a. On or before the 30th of September of each year, the Association shall notify the board of the amount of annual dues payable by members of the Association and the service fee amount payable by nonmembers pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The board shall thereupon deduct such amounts in twenty (20) equal installments, as nearly as may be, from the paychecks of all employees who have of that date, authorized such deductions. The board shall promptly remit such amounts to the Association treasurer.
- b. Any teacher who is not a member of the association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a uniformly calculated fee to the association; provided, however, that the teacher may authorize payroll deduction from such fee in the same manner as provided above. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the board shall, at the request of the association, deduct the fee from the teacher's wages and remit same to the association.
- c. The association in all cases of violation of this article shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for a deduction of service fee may be filed with the board in the event compliance is not effected.
- d. In the event of any action against the board brought in a court or administrative agency because of its compliance with the agency shop provision of this Agreement, the association agrees to defend such action, at its own expense and through its own counsel, and to indemnify and hold harmless the board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the board's compliance with such agency shop provision, but this does not include any liability for unemployment compensation, provided:
 - (1) The Board gives timely notice of such action to the association; and
 - (2) The Board gives full and complete cooperation to the

Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

- (3) The damages have not resulted from the negligence, misfeasance, or malfeasance of the board or its agent.
 - (4) The Association, after consultation with the board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the board by any court or tribunal.
 - (5) The Association shall have the right to compromise or settle any claim made against the board under this section.
5. Other Payroll Deductions - The board agrees to make voluntary payroll deductions, upon written authorization, from the salaries of teachers for the following: (1) Hospitalization Insurance; (2) Life Insurance; (3) Approved Tax Deferred Annuity Plan. Any banking or credit union institution which participates in electronic transfer of funds; (5) United Fund; (6) Voluntary political action contributions to MEAPAC and the NEA Fund for Children and Public Education; (7) LEA dues; (8) Grand Rapids city tax; (8) LEA scholarship; (9) LAS Education Foundation; (10) Teacher purchased retirement service credit; (11) Flexible Spending Accounts; (12) Other mutually agreed upon deductions for the purposes intended. All annuities must be approved by the Board and the Association.

6. Insurance

- a. **MESSA Pak Plan A:** The Board will pay full monthly rate amounts for each teacher and their eligible dependents as defined by MESSA for each teacher who does not have health care insurance from another source.

PLAN A

Health	Super Care 1 \$50/\$100 Deductible \$2.00 Rx Copay (Includes \$5,000 with AD&D)
Long Term Disability	66 2/3% \$4,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan <i>Plan Year July 1 to June 30</i>	VSP 3
Delta Dental <i>Plan Year July 1 to June 30</i>	100% Class IA; 90% Class IB; 90% Class II; 75% Class III \$2000 Class I&II Yearly Maximum; \$3000 Class III Lifetime Maximum Coordination of Benefits Suffix -50/50/50: \$3000
Negotiated Life	\$30,000 with AD&D

- b. **MESSA Pak Plan B:** The Board will pay full monthly rate amounts for each teacher and their eligible dependents as defined by MESSA for each teacher who does not elect health insurance.

***Plan B**

Long Term Disability	66 2/3% \$4,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan <i>Plan Year July 1 to June 30</i>	VSP 3
Delta Dental <i>Plan Year July 1 to June 30</i>	100% Class IA; 90% Class IB; 90% Class II; 75% Class III \$2000 Class I&II Yearly Maximum; \$3000 Class III Lifetime Maximum Coordination of Benefits Suffix - 50/50/50: \$3000
Negotiated Life	\$45,000 with AD&D

*In addition, participants will receive \$161.00/month cash in lieu of health insurance. This amount will increase annually by the percentage of the annual MESSA increase.

A choice between Plan A and Plan B will be made one time only each year during open enrollment or upon a change in family status. Choices are not interchangeable during the insurance coverage year.

c. **General Provisions**

- (1) The board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve month period commencing September 1 and ending August 31 of each year.
- (2) The open enrollment period shall be jointly established by the board, the Association and MESSA whose new annual rates begin July 1 of each year. The board shall be responsible for providing insurance information including applications and claim materials.
- (3) In the event an employee is disabled through an injury or illness covered by Worker's Compensation, all employee benefits shall continue for the duration of the disability equal to the number of years the teacher has been employed by the board, but not less than one (1) year. Benefits may be extended at the discretion of the board.

- (4) An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits from the first day the employee reports to work.
- (5) In the event an employee dies during the school year, and providing the policy permits continued dependent coverage, the board shall continue payments of the applicable premiums through the following August 31st. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the board shall continue payments of the applicable premiums through August 31st of that year.
- (6) In the event an employee, voluntarily or involuntarily, terminates his/her employment with the district, the employee, spouse, and dependent children should be entitled to eighteen (18) months of continued coverage, at the employee's expense, if the qualifying event is due to termination of employment or a reduction of hours. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

d. Flexible Spending Account

All employees covered by this Agreement will have the opportunity to establish a flexible spending account for child care and excess medical expenses through the District.

E. Substitute Teachers

1. Certificate - Substitute teachers shall be employed in accordance with the State School Code. Consideration will be given to those who hold a minimum of a BA Degree and have a valid teaching certificate.
2. Employment of Substitutes - The board shall employ all substitute teachers, and no teacher shall employ or pay her/his own substitute.
3. Use of Substitutes - Neither a student teacher nor his/her supervising teacher shall be used as a substitute for another regular teacher.
4. Years of Service - Night school teaching and substitute teaching do not count toward "years of service" for determining step advancement.
5. Emergency Substitute Duty - In the event adequate numbers of substitutes are unavailable for a duty, a classroom teacher may be requested to

substitute on his/her preparation time. Such assignment shall require the teacher's agreement and will result in the teacher receiving \$15.00 every hour (or major fraction thereof) so worked. In the case of a teacher at the high school where the block schedule is in place, a teacher subbing during a block period will be paid \$25.50. In the event adequate numbers of classroom teachers are unavailable for emergency substitute duty, special area teachers with appropriate certification who agree may be assigned and will receive the same pay as the above-mentioned classroom teachers.

F. Part-Time Teachers

Part-time teachers at the secondary level shall be paid on the basis of 1/5 for each instructional period, including proportionate conference hour time; i.e., one period = 1/5; 2 periods = 2/5; etc. Part-time teachers at the elementary level shall be prorated on a regular teacher full day and the amount of time taught.

Class sponsorship - any secondary teacher working three (3) or more hours will be required to assume class sponsorship on the same basis as a full-time teacher.

Part-time teachers shall receive full credit on the salary schedule.

Insurance and other benefits shall be prorated for all part-time teachers on the same basis as their pay unless prohibited by the insurance underwriter. In such case the board will contribute the pro rata amount and teacher will contribute the balance of the premium necessary to receive 100% benefit coverage.

Part-time teachers shall be charged for the use of sick leave on the same basis as they accumulate such leave.

Part-time teachers will have the full amount of Association dues deducted and the proportionate amount of MEA and NEA dues deducted upon written authorization.

G. Extra Teaching Load

If a teacher shall teach more than the normal teaching load in her/his level, she/he shall receive an extra amount of salary equal to the figure derived from dividing the base salary of the teacher by the number of normal periods that level would teach. In the event the most senior applicant is not awarded the assignment, a letter of explanation will be provided upon request. Teachers who volunteer to supervise the lunchroom and parking lot during their preparation time will be paid \$15.00 per day.

H. Automobile Allowance

Teachers required to drive their personal automobiles in the course of their employment on approved school business will be reimbursed at the current IRS rate. Teachers using their automobiles shall have the approval of their principal

and submit an expense reimbursement form for the mileage involved.

I. Professional Improvement

The board shall provide \$2,000 in excess of any professional staff development funds per year for teachers to attend professional conferences and workshops. It will be distributed on a first-come, first-served basis applied toward registration fees and cost of substitute teacher. Attendance is subject to the approval of the Superintendent or his designee through established application procedures.

J. Reimbursement for State Required Re-certification

The Board will reimburse teachers for the cost of state required re-certification, upon receipt of a completed expense reimbursement form accompanied by documentation verifying the expenditure.

K. Classroom Budgets

Classroom budgets will be provided and disbursed at the building level.

**ARTICLE IV
TEACHING HOURS**

A. Duty Hours - (6 Period Day)

1. Teachers shall be required to spend a total of twenty-five (25) minutes before or after school or any combination thereof (except on Fridays or on days preceding holidays or vacations when the total time shall be twenty (20) minutes) to be determined by mutual consent of the building administrator and teachers. Should teachers not be able to arrive on time due to circumstances beyond their control, they shall notify the building principal to that effect. The pupils' school day shall be approximately 6-1/2 hours, including lunch period. 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 consultation with parents when scheduled directly with the teacher.
2. Middle School teachers (6-8) on a schedule which involves teaming will be provided, when possible, with a minimum of ninety (90) continuous minutes of preparation time per day. One block of forty-five (45) minutes will be used for team preparation within the grade level team to discuss student progress, conduct student conferences, conduct parent/teacher conferences, and plan grade level activities. The second block of forty-five (45) minutes will be for personal preparation to plan lessons, grade papers, and other professional activities. Unified Arts teachers will be provided with a minimum of eighty-five (85) minutes of preparation time per day. One block of thirty-five (35) minutes will be in the morning and will not involve

hall duty or the teaching of a Contact Class. The second block of fifty (50) minutes will be attached to the thirty (30) minute duty free lunch period for a total time of eighty (80) minutes uninterrupted. In the event that the Middle School would adopt an alternate method of scheduling, i.e. block, both parties agree to negotiate the related planning time.

3. Teachers in grades K through 5 shall be provided preparation or conference time of not less than 200 minutes per week which shall not overlap any recess or lunch time, to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities. Special teachers in art, computer, music and physical education, etc. may be used to provide some or all of this time.
4. High school teachers on a block schedule will be provided a minimum of 233 minutes per week, excluding passing time, seminar and the morning break, to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities. Furthermore, high school teachers on a block schedule will not be required to teach more than five classes each semester. If a class is taught during the seminar period, it is done so on a one semester, voluntary basis.
5. Alternative Education teachers shall be provided one (1), fifty-five (55) minute period per day, excluding passing time, to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities.

B. Lunch Period

Elementary teachers shall have a thirty-five (35) minute continuous lunch period which shall be duty-free.

1. Secondary teachers shall have a thirty (30) minute continuous lunch period which shall be duty-free.

C. Student Contact Time

Student contact time in all elementary buildings shall be of equal length.

D. Special Area Personnel

1. Special Area Personnel Defined - Special Area Personnel include teachers of physical education, music, band, basic skills coordinators, counselors, speech pathologists, alternative education teachers as identified in Article I, Section A., school psychologists, teacher consultants, social workers, LD consultants, and the school nurse.
2. Duty Hours - Duty Hours for Special Area Personnel

Education support services staff and High School Counselors requested by the district to work beyond the contractual 188 days shall be paid at their per diem rate for such days.

3. Lunch Period - Special Area Personnel shall have thirty (30) consecutive minutes of duty-free lunch. Travel between buildings shall not be scheduled during the lunch period.

E. Parent/Teacher Conferences for Kindergarten

Understanding the importance of parent/teacher conferences, particularly in the early years, the Association and Board agree to provide each teacher of regular kindergarten classes sufficient released conference time to meet with each family for a minimum of fifteen (15) minutes per conference.

For the additional conference day each semester, where release time is not given, kindergarten teachers will be granted one personal day.

ARTICLE V
TEACHING LOADS & ASSIGNMENTS

A. Recess Periods

In a building on a six (6) period day schedule, or its equivalent, teachers in grades K through 5 will assume recess duty on an equitable rotating basis including all staff. Each grade shall have thirty (30) minutes per day for recess.

B. Teaching Scope

Teachers shall not be assigned outside the scope of their teaching certificate or their major and minor fields of study.

C. Change in Teaching Assignment

Teachers who will be affected by a change in grade or subject assignments, will be notified and consulted by their principals no later than June 15. Every effort will be made to avoid reassigning probationary teachers. Changes after June 15 shall be by mutual consent. The Association will cooperate to accommodate changes caused by unexpected increases or decreases in enrollment.

D. Notification of Intent to Resign/Retire

To facilitate planning and hiring for the following year, teachers are expected to notify their building principal, in writing, of their intent to retire/resign at the end of the school year, no later than May 1. Insurance benefits will continue through the end of the contract period (August 31).

E. Release from Assignment

A teacher engaged during the school day in negotiating on behalf of the

association with any representative of the board, or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

F. Playground Supervision

Noon-hour playground supervision shall be provided in the elementary schools by non-teaching personnel.

G. Released Time

The president of the Lowell Education Association shall be released for Association/district business nine (9) days per year plus six (6) days to be used for other association business. The president shall notify the building principal before conducting business in that building.

Other representatives of the Association are to be released for any association business up to fifteen (15) days (total accumulative days for all representatives) under the following conditions:

1. For days one through five, board pays the teacher's salary and the salary of the substitute.
2. For days six through fifteen, board pays the teacher's salary and the association pays the salary of the substitute.
3. No more than three (3) persons shall be absent on such leave at any one time unless substitutes are available. Such days shall not be used for purposes of engaging in demonstrations on behalf of the association or Association.

H. Assemblies

All teachers in a building shall be expected to attend scheduled assemblies. Such assemblies shall be scheduled at different hours during the school day, i.e., the same hour shall not be designated more often than twice a year, whenever possible. Such rotation shall not include "pep meetings."

I. Educational Initiatives/Pilot Projects

The board and the association recognize and endorse continuing and creative educational initiatives. The parties recognize these proposed initiatives and pilot projects, as allowed in the school code, may on occasion conflict with established contract language. Both parties recognize the board rights in Article VI and agree to mutually discuss these initiatives and pilot projects at the request of either party or at least once per year as they relate to deviations from contract language.

J. Job Share

Two teachers desiring to share a teaching position may make application to the building principal/assistant superintendent. Such application shall be made by April 1 of the current school year for the next school year and shall include a written proposal regarding hours of work, job duties, inservice, conferences and division of responsibilities. The Assistant Superintendent and building principal shall meet with the applicant to discuss the proposal and a decision granting or denying the proposal shall be in writing within fourteen (14) school days. This decision shall be final and non-grievable.

No job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another employee, including those on layoff. In such situations, the adversely affected teacher(s) and the association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said teacher(s) or the association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the employee.

Compensation for job-sharing shall be prorated as to the percentage of appointment at the appropriate step of Appendix A, Table 1. All fringe benefits, to the extent permitted by the carrier, shall be prorated as to the percentage of the appointment. Job-share teachers shall move a full salary step on Appendix A (Salary Schedule) for each year employed, regardless of the percentage of appointment.

Teachers desiring to return to full time status shall have the right to full time employment at the end of each school year providing a full time position exists. Written notice shall be given to the Assistant Superintendent by March 15 of the year preceding their return to full time employment. That teacher shall be subject to assignment according to the normal assignment procedures of this agreement, provided no layoff is required.

All teachers who are involved in a job share position must sign a job share agreement which outlines responsibilities and duties.

ARTICLE VI
RIGHTS OF THE BOARD

A. Board Rights

1. The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
2. Hire all teachers and, subject to the provisions of law, determine their

qualifications and the conditions for their employment or their dismissal or demotion and to the promotion or transfer of all such employees.

3. Establish levels and courses of instruction, including special programs, and to provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the board.
4. Decide upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of all types.
5. Determine class schedule, hours of instruction, and the duties, responsibilities and assignments of employees with respect thereto and with respect to administrative and non-teaching activities.
6. The exercise of the powers, duties, and responsibilities by the board, the adoption of policies, rules and regulations in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

B. Mutual Concerns and Issues

The board further recognizes the valuable assistance to be gained in its responsibility of determining school policies from effective communication with the Association. Accordingly, it is agreed that representatives of the board and the Association shall meet at the request of either party to discuss mutual concerns and issues.

**ARTICLE VII
TEACHING CONDITIONS**

A. Evaluation of Buildings and Equipment

The parties recognize it is the board's responsibility to provide appropriate buildings and teaching materials, while it is each teacher's responsibility to apply his/her professional abilities to teaching. It is further recognized that the adequacy of such facilities and the size of classes are mutual concerns of both parties. It is, therefore, agreed that, within the ability of the District, and the planning with the staff, class size, facilities, and materials should be constantly re-evaluated to see that they meet satisfactory standards.

B. Professional Responsibilities

1. Staff Meetings - Six (6) Period Day - There will be no more than fifteen (15) hours of staff meetings (ten (10) of which will be general staff meetings and five (5) of which will be department or grade level meetings). These

meetings will be scheduled two (2) school days in advance. The Association will encourage prompt attendance.

2. School Activities - Each teacher is expected to attend building activities as scheduled by the Administration (excluding parent/teacher conferences) up to a maximum of four (4) afternoons or evenings per year. Attendance shall be mandatory provided the teacher's attendance is scheduled one (1) month in advance. Activities which are known will be posted in September and teachers permitted to volunteer for them. Assignments shall be made by the building administrator from among such volunteers where appropriate.

C. Equipment

The board recognizes that appropriate educational tools are necessary for the teacher to teach effectively. The board agrees to keep the schools reasonably and properly equipped and maintained within the ability of the District.

D. Staff Rooms

Insofar as possible, staff rooms and lavatories shall be conveniently available for teachers. Staff rooms shall not be used for regularly scheduled meetings without prior consultation with the building faculty. Telephones shall be made available for staff for local call use. Individual staff shall be responsible for reimbursing the district for personal long distance calls, and the Association shall be responsible for long distance Association business calls made from school telephones.

E. Teacher Paraprofessionals

The board and the association agree that a teacher's primary responsibility is to teach, and that his/her energy should be utilized to this end. The board and the association recognize that teacher paraprofessionals and clerical employees are useful and necessary in order to implement this principle. The association agrees to assist the board in determining the needs that exist. Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become part of the school program.

F. Class Size

Regular Education Classrooms

<u>Grade</u>	<u>Class Size</u>	<u>Pro Rata Relief</u>	<u>First Semester 1/2 time Aide, if requested</u>
K-2	23	26	27+
3-5	26	29	30+
6-8	28	31	33+
9-12	30	33	35+
9-12 (Alt. Ed.)	18	21	23+

Multi Grade (Split) Classes

<u>Grade</u>	<u>Class Size</u>	<u>Pro Rata Relief</u>	<u>First Semester 1/2 time Aide, if requested</u>
1-2	21	24	25+
2-3	22	25	26+
3-4	23	26	28+
4-5	24	27	29+

1. Should class loads exceed the specified class size, the relief will be approved within five (5) school days after the request is received according to the following table:
2. 2nd semester aide requests will be granted at board discretion. If aide request is denied, pro rata relief will be given as per contract.
3. It is understood that the above limits do not apply to secondary music and secondary physical education.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies

1. Publicize Vacancies - Whenever any vacancy in any professional position in the District shall occur, the board shall publicize the same by giving written notice of such vacancy to the Association and each individual teacher, and provide for a posting in teacher lounges of every school building for seven (7) business days. During the summer months, notice of vacancies shall be sent to each teacher. Summer vacancies shall remain open for five (5) business days following such mailing. No vacancy shall be filled, except in

case of emergency on a temporary basis, until such vacancy shall have been posted as described above.

2. Filling Vacancies - A vacancy shall be defined as any position which is open and to be filled, after the board has exercised its rights to transfer as defined in Article V, section C.

B. Transfers

Unrequested Transfers - will not be made for arbitrary and capricious reasons and will only be made after discussion with the teacher and association prior to such transfer. Any volunteers will be considered first. Every attempt will be made to avoid involuntary transfer of the same teacher two (2) consecutive years.

C. Promotions

Administrative Teaching Rights - The board declares its support of a policy of promotions from within its own teaching staff. Any teacher who shall be transferred to a supervisory or administrative position effective with the 1997-98 school year and returns within two years to a teacher status shall be entitled to retain such rights and seniority as he/she has accumulated while part of the bargaining unit.

**ARTICLE IX
LAYOFF AND RECALL**

A. Lay Off Procedure

Seniority - The term "seniority" as hereinafter used shall be length of continuous service with the board. Starting with any new hires effective September 1, 1993, the employee's seniority shall begin with the signing of the contract, which will be date-and-time-recorded. Current employees' (prior to September 1, 1993) seniority will remain as it is with the current seniority list (August, 1993). Any dispute as to a member's official date prior to August, 1993 will be determined by the earliest date that either the board took official action to hire or the member signed his/her contract, whichever came first. Any employee hired after June 1, 1999, shall have a seniority date of the date Board action is taken to hire. If more than one employee is hired on the same date, a drawing will be held to determine placement on the seniority list.

Any leave of absence granted by the board pursuant to this contract shall not constitute an interruption of continuous service. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority.

Retention within the school system shall be determined by using the following

criteria:

1. Professional qualifications and certification as approved by the Department of Education of the State of Michigan:
 - a. "Certified" for purposes of this Article shall mean having a provisional, continuing permanent or official certificate appropriate to the teaching level. Certification must be held by the teacher at the time the lay off occurs;
 - b. Qualified shall mean:
 - (1) Possessing a major or minor appropriate to the teaching assignment or a sufficient number of credit hours in that academic area to meet accrediting agency standards; and
 - (2) Teaching experience in a regular classroom setting, excluding substitute teaching experience, for a period of one (1) semester in Lowell or another school district in the particular subject and in any of the five (5) grades above or below any grade level in which the teacher has taught in the past fifteen (15) years.
 - (3) In the case of music, art and physical education, seniority shall be K-12 and not by grade level.
2. Length of service (seniority) in the Lowell Area Schools.
3. Where other considerations are relatively equal, length of service (seniority) will be given primary weight in selecting the teacher(s) to be reinstated. The board shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the thirtieth (30th) day of September of each year.

B. Personnel Lay Off

The parties hereto, 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, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff, hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum. Before any such reduction, the board shall give the association an opportunity to offer suggestions.

2. In order to promote an orderly reduction in personnel when the educational program and curriculum are reduced, the following procedure will be used:
 - a. The Association will be involved when any layoffs need to occur. The Association and Board will work together in order to ensure that the identified procedure is followed.
 - b. Any teacher who has acquired tenure, and whose position has been eliminated, will replace a probationary teacher, if certified and qualified to fill the position. Seniority and certification requirements will be followed when considering layoffs.
 - c. In the event tenure teachers must be laid off, lay off will be on the basis of seniority. It is expressly understood that the association shall have a right to review the lay off list prior to notification of the individuals to be laid off. In the event of a dispute concerning the lay off list, the association may, within five (5) days, request a review with the Superintendent. If the dispute is not resolved, the association shall have the right to file a grievance.
 - d. In the event any teacher is given notice of lay off from his/her position, he/she shall give notice of his/her desire to displace a teacher with lesser seniority on forms provided by the Superintendent within seven (7) calendar days after notification of lay off.
 - e. Notification will be given as soon as reasonably possible but not less than 30 calendar days' notice shall be given to teachers who are to be laid off. Such notice shall be in writing by certified mail with a copy to the Association.

C. Recall

1. Laid off teachers shall be recalled to the first vacancy for which they are certified and qualified in accordance with seniority. No new teacher shall be hired to fill a position for which a laid off teacher is certified and has a major but no experience.
2. A laid off teacher shall be considered laid off until he/she is reinstated in the District. Refusal of an offer of reinstatement to a full-time teaching position or an equivalent part-time position if the teacher was part-time, for which the teacher is certified, or failure to respond within ten (10) school days during the school year and thirty (30) calendar days during the summer of the receipt of a written offer of a position made by the board shall be considered

resignation. Probationary teachers will remain on a recall list for two (2) semesters. Probationary teachers may retain their right to recall and seniority for an additional two (2) semesters by notifying the administration in writing of their desire to remain on the list, prior to the expiration of the original first two semesters. They must also provide the administration with current information on address and phone number. The board shall not be required to prorate a full-time position between one or more teachers who were laid off from part-time positions to satisfy the recall requirements.

3. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the board of any change in address.
4. Recalled teachers shall be entitled to all sickness and leave benefits as they had accumulated prior to lay off. Previous utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

D. General Provision

1. All teachers who complete one (1) school year and are laid off for the following year shall receive full fringe benefits provided herein during the summer months preceding the lay off as per Article III,C.,6.,c.,(1). Teachers laid off during a school year shall receive fringe benefits after lay off pro-rated according to the number of days worked.
2. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium to the board, if permitted by the carrier, and as provided for by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
3. During a period of impending layoffs, the board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests, in those areas that diminish the number of positions which need to be reduced.

ARTICLE X
RETIREMENT/SEVERANCE

A. Payout of Unused Sick Days

Teachers who terminate employment, due to retirement under any circumstances under the State Retirement Act or death while employed by the district, shall receive a one time payment for unused sick days by applying the following formula:

School Year	Formula
2000-01	Unused sick days x years of service in the Lowell Area Schools x \$.70
2001-02	Unused sick days x years of service in the Lowell Area Schools x \$.75
2002-03	Unused sick days x years of service in the Lowell Area Schools x \$.80
2002-03	Unused sick days x years of service in the Lowell Area Schools x \$.85

B. Early Retirement Incentive

1. A employee who qualifies for retirement under the Michigan Public School Employees Retirement system and actually retires from active employment with the Lowell Area Schools may, if otherwise eligible, elect to participate in the early retirement incentive below.
2. General Conditions:
 - a. Voluntary Participation - Participation in the early retirement incentive option is completely voluntary on the part of the teacher.
 - b. Waiver - To receive the early retirement incentive payment from the District, the teacher must waive, in writing, any and all claims against the board, its agents and employees, including claims arising under the Michigan Tenure Act and the federal Age Discrimination in Employment Act. The Separation Agreement forms, including the waiver provisions, are attached to the contract as Appendix C.
 - c. Limit on Participants - No more than five (5) employees will be approved for board-paid retirement incentive per year. If more than five (5) requests are received, the first five (5) received will be honored. If requests are received on the same day, bringing the total number of requests to more than five (5), a drawing among those applicants, witnessed by the Superintendent or his/her designee and an association representative, will be held to determine the final eligible candidates.
 - d. Retirement Notification - On or before January 15, the District will provide each eligible teacher with notice of eligibility to participate, along with a separation agreement and a list of the job titles and ages of all other eligible employees, as well as a list of job titles and ages for those teachers not eligible for the Early Retirement Incentive Plan. Eligible employees who desire to participate must return their signed Separation Agreement, with a signed letter of resignation, to the Superintendent of Schools on or before April 1.
 - e. Association Notification - The association will be notified by the Superintendent as each request is returned.

- f. Unemployment Compensation - Teachers selecting an Early Retirement Incentive will not be eligible for unemployment compensation.
- g. Contrary to Law - In the event that any provision of this retirement option is found to be contrary to law, that early retirement provision shall be canceled.

Incentive-Purchases of MPSERS Service Credit

The Board will purchase additional years of service credit through the universal buy-in option under the Michigan Public School Employee Retirement System in accordance with the following schedule:

Years of Service with MPSERS as of July 1 forthcoming, excluding those years previously purchased by the employee. An employee may choose not to exclude the years of service they have previously purchased, if it prevents them from qualifying for the incentive-purchase.

27 Years The amount necessary to purchase three years of service credit or, if less, the service which may be purchased by an amount equal to 50% of teacher's current salary, excluding extra-duty payments.

28 Years The amount necessary to purchase two years of service credit or, if less, the service which may be purchased by an amount equal to 40% of teacher's current salary, excluding extra-duty payments.

29 Years The amount necessary to purchase one year of service credit or, if less, the service which may be purchased by an amount equal to 20% of teacher's current salary, excluding extra-duty payments.

Note: Those qualifying for purchase of military service credit will receive the number of years that can be purchased with above listed percentages.

**ARTICLE XI
LEAVES**

A. Paid Leaves

- 1. Amount - Each teacher shall have twelve (12) days of sick leave (see Article III Section F for part-time teachers) credited at the beginning of each contract year. Each teacher shall be given a statement of total accumulated sick leave at the end of each school year. A teacher who may leave the system because of a leave of absence or leaves the system due to no fault of his/her own and subsequently returns to teach in the Lowell Area

Schools, shall not lose accumulated sick leave or other benefits. A teacher whose employment is terminated or who is on an unpaid leave of absence at the end of the school year shall have the twelve (12) days of sick leave which were credited at the beginning of the school year prorated on the basis of one (1) day per month of active employment.

2. Acceptable Use of Sick Leave

- a. Only illness or disability and emergency medical procedures of the employee (also see "Child Care Leave"), or the employee's family, are covered by this sick leave policy. Doctor appointments are to be scheduled outside the school day, whenever possible. Sick days may be used for all doctor visits which cannot be scheduled outside the school day or during vacation periods. Routine surgical procedures which might appropriately be scheduled during vacation periods shall not be covered. Use of sick days for illness in the family shall be limited to ten (10) sick days a school year, provided that no three (3) such days may be used in succession. The superintendent or his/her designee may grant extended use of consecutive sick days if extenuating circumstances exist.
- b. For purposes of sick leave, "family" shall mean an employee's spouse or minor children. Sick leave may, however, be used in the case where an employee's parent, brother, sister or adult children are involved if the employee's personal leave for the year has been exhausted. The superintendent or his/her designee may grant the consecutive use of sick days for family illness if he/she determines extenuating circumstances exist.
- c. Reporting Illness
Teachers shall call a central number at the earliest possible time but not later than 7:00 a.m. for elementary teachers, and 6:30 a.m. for secondary teachers on the day of the absence if they are unable to teach that day. It shall be the responsibility of the administration to arrange for a substitute teacher.
- d. Medical Verification
The Administration, at its discretion, may require medical verification of ability to return to work for any absence in excess of three (3) consecutive working days.
- e. Misuse
Any misuse of sick leave could subject the employee to any or all of the following:

- (1) A verbal or written reprimand and a loss of pay for the time missed.
- (2) For serious and repeated offenses, discipline up to and including discharge, may occur.

3. Pooling of Sick Leave

Employees belonging to the LESPA and LEA bargaining units, administrators and central office staff, may pool sick leave days and contribute them to another employee (including pregnancy-related disabilities) who has exhausted his/her accumulated sick leave days. However, an employee may not contribute more than one (1) day of sick leave to an individual employee within a given school year. He/she may contribute to more than one (1) individual within a given school year. Sick days given shall not exceed the number required to get an individual to qualify for long term disability. For purposes of this section only, all "days" shall be equal regardless of hours worked or rate of compensation.

a. Sick Pool Committee

Pooled sick leave days shall be administered by a committee. Proportional representation shall be established from participating groups. All decisions shall require a majority.

b. Waiting Period

This committee shall impose a waiting period of five (5) days, before release of pooled days, and shall have the exclusive power to impose a waiting period not to exceed fifteen (15) school days before release of pooled days if deemed necessary. A waiver to the waiting period requirement may be granted, under extreme circumstances.

c. Exclusive Power

This committee shall have the exclusive power to authorize days in addition to the days referred to in "Pooling of Sick Days" above. Decisions of this committee shall not be grievable.

d. Guidelines for Use of Pooled Days

1. Extended serious illness/condition, which may require a physician's verification.
2. Pooled sick days are for a specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
3. Pooled sick days are drawn at random, to be given to the affected employee. Those days not drawn are returned to the original donor.

4. Original requests to use "Sick Pool" days must originate through the appropriate Association President or his/her designee.
5. Pooled sick days are not intended to be used for short term, intermittent illness.

4. Workers' Compensation

Employees receiving Workers' Compensation shall be allowed to use sick leave only to supplement up to the employee's normal salary.

B. Bereavement Leave

1. Up to five (5) days, as needed, shall be granted for bereavement per family member death. Such days will be deducted from sick leave. For the death of non-family members, personal leave or unpaid days must be used.
2. If extenuating circumstances exist, exceptions to this policy may be granted.
3. For purposes of bereavement leave, "family" shall be defined as: fiancée, spouse, child, parent, brother, sister, grandparent, grandchild, or spouse's parent, brother, sister, or grandparent or a member of the employee's household.

C. Personal Leave

1. Amount of Personal Leave

Three (3) days per year shall be added to sick leave, and available to each employee for personal business, with no two (2) used in succession. If all three personal days are not used in the school year, one personal day shall be carried over to the following year. An employee may not accumulate more than 4 personal days, and any unused personal days will be accumulated as sick days.

2. Notification

Notification of personal leave must be received by the payroll office on the appropriate form at least three (3) days prior to the leave. Emergencies will be handled through a telephone call to the employee's supervisor prior to their reporting time.

3. Personal Day Use Exceptions

Up to four percent (4%) of the total teaching staff covered by this contract will be eligible to apply to utilize one (1) personal day to extend a regularly scheduled vacation period as established in the school calendar. (This is intended to include all vacations not 4% per separate vacation period.) Eligible staff must apply in writing, stating the vacation they wish to extend, prior to August 1 each year. Written requests will be accepted no earlier

than June 1 of the previous school year. A random drawing will determine those selected. Spots not filled will be on a first-come, first-serve basis following the August 1 drawing date. Staff granted vacation extensions will not be eligible for the following year, unless spots go unfilled. Unpaid days may not be used in conjunction with a personal day to extend a holiday.

D. Unpaid Leave

1. Medical Leave

Any employee who is unable to perform his/her duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year. This period may be extended at the sole discretion of the Board.

- a. Any request for unpaid medical leave shall be in writing and be supported by a doctor's statement if requested by the Board.
- b. The Board shall continue to pay the insurance premiums during the period of unpaid medical leave limited to the balance of any school year in which the employee is first granted an approved sick leave under this section. The employee whose illness or disability extends beyond the balance of the school year shall be permitted to continue coverage on a self pay basis if permitted by the carrier, and as provided for by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

2. Extended Unpaid Leave

Leaves of absence without pay may be granted at the sole discretion of the Board to an employee who has completed a probationary period (except military leave). Any request for unpaid leave shall be submitted in writing to the Superintendent. The Board reserves the right to recommend the beginning and terminating dates of the leave of absence to correspond as nearly as possible with the beginning or ending of school or marking period.

3. Child Care Leave

Unpaid child care leave will be granted as provided in the FMLA for no less than the balance of a semester and no more than two (2) additional semesters. Normally, up to six (6) weeks of sick pay may be used, beginning with the date of birth or adoption of a child. This time may be extended either before or after the birth of a child under doctor's orders. Under extenuating circumstances, an extension to the six (6) weeks may be given for the adoption of a child. Leave which extends beyond the twelve weeks allowed under the FMLA shall be considered unpaid leave, and shall be subject to the unpaid leave provisions as noted above.

- a. The employee shall be returned to his/her former position if returning within the current school year.
- b. Such leave shall be available to male and female teachers.
- c. In the event of the death of the object child of the leave, the leave may be terminated by the Board upon request of the employee.

4. Provisions for All Unpaid Leave

For leaves extending beyond the current school year, the administration shall not be required to assign an employee returning to duty after a leave to the same building, position, or assignment held prior to the leave. The employer will, however, attempt to assign the employee to the same position if available and circumstances permit it, or to a substantially equivalent position.

An employee on unpaid leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during the unpaid leave of absence.

While an employee is on unpaid leave, there shall be no advancement on the salary schedule in terms of experience.

For all employees whose unpaid leave shall terminate at the beginning of a school year, a letter of availability must reach the Superintendent no later than the preceding April 1. For all employees whose leave shall terminate at times other than the beginning of the school year, such letter of availability must reach the Superintendent no later than sixty (60) days preceding the termination date of the leave. Failure to comply with this provision shall be interpreted as a resignation of employment.

Modifications of the above procedure in specific cases may be permitted by mutual agreement between administration and the employee.

E. Career Exploration Leave

The Board may approve an unpaid leave of absence for career exploration purposes if requested by a tenured teacher. The Board shall approve any such request, provided that a qualified replacement for the applicant can be obtained from those Lowell teachers who are either on layoff status or who have received notice of layoff. Such leaves shall be for a period of one (1) full school year.

F. Short Term leave

Short-term leaves of absence without pay or benefits may be granted at the sole discretion of Superintendent or his/her designee upon the employee's request. Such leaves will not be granted for vacation purposes or to extend a holiday, except in unusual situations.

G. Family and Medical Leave Act

The leave provisions of this Agreement shall be interpreted in accordance with the federal Family and Medical Leave Act. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave.

H. Jury Duty/Subpoena

Teachers summoned for jury duty or as a witness in a legal case pertaining to his/her responsibilities as a school employee, or for the public good, will be granted leave of absence with pay as necessary. The teacher agrees that any additional pay received for his/her appearance (excluding mileage reimbursement) will be remitted to the payroll office upon receipt.

**ARTICLE XII
TEACHER EVALUATION AND OBSERVATION**

A. Monitoring

All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for teacher evaluation, shall be conducted openly with the full knowledge of the teacher.

B. Evaluators

Evaluations of teachers shall be conducted by the teacher's immediate principal or an administrator working in the same building, unless an emergency requires such evaluation be conducted by a designated administrative replacement. Evaluation of special education teachers and itinerant staff may be conducted cooperatively between the director of educational support services and the building principal or an administrator working in the same building.

C. Procedures

The work performance of all teachers shall be evaluated in writing. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes.

D. Non-tenured Teachers

The teaching performance of non-tenure teachers will be observed and a written evaluation prepared at least three (3) times each school year, two (2) times during the first semester and once before the end of the third quarter. The first written evaluation shall be made prior to October 30th, the second, prior to the end of the first semester. The third shall be conducted prior to March 31st.

1. Master Teacher/Mentor - The parties recognize the requirement of the

School Code to provide a master teacher as a mentor to a beginning teacher during the first three years of classroom teaching. The purpose of the mentor/mentee assignment is to acclimate the new teacher to his/her profession and provide necessary assistance towards attaining quality instruction. The mentor/mentee relationship shall be independent of the evaluation process.

2. An employee placed on an improvement plan following an unsatisfactory evaluation shall be offered a mentor, with the goal of providing professional assistance in improvement of instruction.

E. Tenure Teacher

Tenure teachers shall be evaluated when performance seems to warrant it, but at least once every two (2) years.

F. Personal Conference

The principal or his/her designee will hold a personal conference with the teacher within ten (10) school days after each formal observation. During this time, the evaluation will be discussed by both parties.

G. Signed Copy

A signed copy of the written evaluation shall be submitted to the teacher at the time of the personal conference. A copy shall then be signed by the teacher indicating completion of the conference, and returned to the administrator. In the event that the teacher feels his/her evaluation was incomplete or unjust, within ten (10) school days following the personal conference, he/she may put his/her objections in writing and have them attached to the evaluation to be placed in the teacher's personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

H. Content

Negative comments or other criticisms in the evaluation of a teacher should be fully discussed with the teacher. Positive action shall be taken in a timely manner by the evaluator to inform the teacher of what needs to be done to improve or correct any deficiencies. Assistance shall be provided to help the teacher achieve any suggested improvement, including the offer of a mentor teacher, regardless of tenure status. All suggestions for improvement of the teacher's performance shall be included in written evaluations. In subsequent evaluation reports, failure to again note specific deficiencies shall be interpreted to mean that the teacher has made adequate improvement.

I. Informal Observations

Informal observations of the teacher's performance may be made by administrative personnel from time to time. If any written record of such observation is used in

connection with a disciplinary matter or the evaluation procedure, the teacher shall be given the opportunity to review such record within one (1) week of the observation and to submit a written response within five (5) school days. Such response shall be attached to and filed with the observation. Observations as set forth in this paragraph are understood to be in addition to the evaluation procedure set forth above and shall not alone constitute just cause for discipline based on quality of professional services.

J. Grievance of Evaluation

It is expressly understood that the content of an evaluation shall not be the subject of a grievance. However, a violation of the evaluation procedure as set forth in this Agreement may be grieved.

K. MEAP Answer Sheet

The previous teacher's name shall not be encoded on the MEAP answer sheets for the purposes of evaluating teacher performance.

**ARTICLE XIII
PROTECTION OF TEACHERS**

A. Teacher Support

Each teacher is responsible for maintaining an atmosphere conducive to good learning. Classrooms shall be conducted accordingly. The board recognizes that, through its administrative staff, it must support its teachers to help maintain proper classroom order, and agrees to do so.

B. Assault on Teacher

Any assault by a student upon a teacher shall be promptly reported to his/her immediate supervisor. In the event of such assault, applicable school penalties will be imposed and, if appropriate, referral made to legal authorities.

1. Legal Protection - If a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, which is consistent with board policy and reasonably within the scope of the teacher's employment, the teacher involved will receive assistance from the board in such matter, including financial aid for the services of legal counsel. The board will inform the Association of action being taken, allowing the association representation, if requested by the teacher.
2. Student Discipline - It is understood that under Public Act 52L of 1988 (MCL 380.1312), as amended, all corporal punishment or threat of corporal punishment is banned. The board will develop an appropriate policy consistent with the above law inclusive of alternative disciplinary measures

and provide each teacher with a copy as soon as possible or by the beginning of the school year.

C. Lost Time

Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher if it is determined the teacher is not at fault by a court of competent jurisdiction.

D. Teacher Liability

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect, for any damage or loss to person or property.

E. Employee File

Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of these files. Upon the district's receipt of a FOIA request relative to information from an employee's file, the association and teacher shall be notified in writing before the information is released.

F. Complaints Against Teacher

No action regarding complaints directed toward a teacher shall be taken until the complaint has been called to the teacher's attention.

G. Teacher Representation

Disciplinary action shall be resolved as early, as informally, and as confidentially as possible. A teacher will be entitled to have a representative of the association present when he/she is being reprimanded, warned, or disciplined for any infraction of discipline 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, except in a situation of a serious nature warranting immediate action by a member of the administration. In the event of an emergency, the Association will be informed at the earliest possible time to allow representation.

H. Teacher Rights

No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank or compensation shall be subject to the professional grievance procedure.

I. Flu Shots

The District shall provide flu shots on site to all employees on an annual, voluntary

basis without cost to the employees.

ARTICLE XIV
NEGOTIATION PROCEDURES

Resolving Problems/Letters of Understanding

Representatives of the board and the association's bargaining committee will meet on an as-needed basis for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Letters of understanding reached by the administration and the LEA representatives will be in effect only for the duration of the Master Agreement in which they were made. Such agreements, however, may be written into future Master Agreements through the negotiation process.

ARTICLE XV
PROFESSIONAL GRIEVANCE PROCEDURES

A. Definitions

For the purpose of this Master Agreement, a grievance is defined as any claim or complaint by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Master Agreement. Any such grievance must be filed in writing within fifteen (15) school days after the facts are known or could reasonably have been known by the grievant(s).

B. Procedures

The Lowell Education Association designates the Association President or his/her designee as the local agent responsible for processing grievances through Level Three.

1. LEVEL One - A teacher, group of teachers, or the Association believing that there has been a violation shall within ten (10) school days of its alleged occurrence as defined in 13.1, orally discuss the grievances with the building Principal and the representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) school days following the discussion, the grievant shall express the grievance in writing and process in accordance with LEVEL Two.
2. LEVEL Two - If the meeting is with the school principal and the parties cannot agree, the grievance shall promptly be transmitted to the Superintendent who shall have five (5) school days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he/she shall have ten (10) school days from receipt to approve or disapprove it. A Association, or a group grievance may be submitted directly to the Superintendent. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal or in the first instance, the Superintendent shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association.
3. LEVEL Three - If the decision of the Superintendent is not satisfactory to the association, the grievance may be submitted within twenty (20) school days to arbitration before an impartial arbitrator selected by the parties.
 - a. The arbitrator shall be selected by the American Arbitration association in accord with its rules which shall likewise govern the Arbitration hearing. The board and association shall not be permitted to assert in such arbitration proceeding any ground or to

rely on any evidence not previously disclosed to the board and to the association. 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 and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the board granted by Legislative Act.

- b. If any teachers for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position, or unjustly discharged, the arbitrator will have authority to reinstate the teacher, with full reimbursement for all compensation lost. The costs of any arbitration under this article shall be shared equally by the board and the association.
- c. It is expressly understood that the grievance procedure shall not apply to those matters from which statute authorizes specific remedy, such as the Tenure Teacher Act.
- d. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein. If the administration at any step fails to respond in a timely manner, the grievance will be considered denied and may be moved to the next level. Failure of the grievant to meet any time limits will result in the grievance being considered as withdrawn.
- e. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the parties may submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

C. Building Representative

One teachers' representative for each school building, selected by the Association (or an alternate, if the building representative is absent), shall be recognized by the board as the official representative of the Association for the teachers in that building to receive official communications under this grievance procedure.

D. Limitations of the Arbitrator:

The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary employee.
2. The termination of services or failure to reemploy any employee to a position covered in the Extra Duty Activities in Appendix B.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

A. Matters Contrary to Agreement

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. Individual teacher contracts shall be made expressly subject to the terms of the Agreement covering the year of the contract. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the board.

B. Matters Contrary to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

C. Copies of Agreement

Copies of this Agreement shall be presented at the expense of the board to all teachers now employed or hereafter employed by the board, and 15 copies to the Association each year of this agreement, within a reasonable time following ratification.

D. Professional Conferences

1. In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.
2. A budget in each building for professional conferences shall be established. The association shall have the right to request budget information concerning conference expenses.
3. Reimbursable Expenses - Travel, meals, lodging, and registration fees shall

be deemed appropriate expenses reimbursable by the board, as pre-approved by the building administrator.

4. Professional Development Committee – Building principals will work with their school improvement teams to plan appropriate professional development activities.

E. Tuberculosis Examination

If TB tests ever again become a condition of employment, the board agrees to pay for these tests.

F. Current Information

All teachers must provide and maintain the current correct address and telephone numbers with their building principal and the Superintendent's office.

G. Delayed Starts

On days when school is delayed, teachers shall report to work at their regularly scheduled time if conditions allow safe travel. Should school ultimately be closed for the day and not counted as a contractual student day, those teachers who do report will be paid \$15.00 per hour or fractions thereof. Normal reporting time to time of dismissal by building administrator will determine length of time for payment on portion of day worked.

H. School Closings

When schools are closed to students for two (2) or more consecutive school days due to the weather, teachers will report on the second day unless notified otherwise or unless weather conditions are so severe as to prohibit the teacher from being able to report from his/her usual place of residence. In such event, a teacher will not be docked provided that the teacher has notified the District of such conditions and inability to report.

Scheduled days of student instruction and/or teacher attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, mechanical breakdown, power failures, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the school district to insure that the state mandated number of student days/hours are met. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement. This subsection will not supersede Article 14 Section H should the current "snow day" law be repealed.

ARTICLE XVII
NO STRIKE

During the term of this Agreement, neither the association or any employee in the bargaining unit will authorize, call or participate in any strike, picketing or any other activity which interferes with or disrupts the customary and normal functioning or operation of the Lowell Area Schools.

ARTICLE XVIII
DURATION OF AGREEMENT

A. Effective Dates

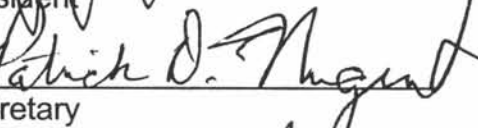
This Agreement shall be effective as of August 24, 2000, and shall continue in effect for one (1) year until August 23, 2001.

B. Expiration Limits

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

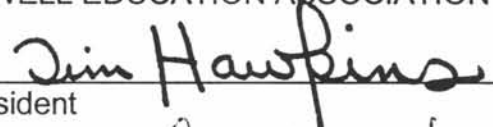
BOARD

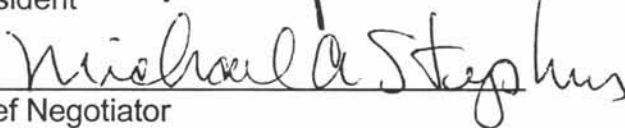
By  _____
President

By  _____
Secretary

By  _____
Superintendent

LOWELL EDUCATION ASSOCIATION

By  _____
President

By  _____
Chief Negotiator

APPENDIX A

TABLE 1

STEP	BA	BA+20	MA	MA+15	MA+30	PHD
0	32,933	33,356	36,126	36,650	38,728	40,483
1	33,020	33,709	36,550	37,069	39,132	40,975
2	34,398	35,260	38,101	38,788	40,854	42,698
3	35,779	36,639	39,819	40,680	42,915	44,765
4	37,150	38,194	41,712	42,746	44,982	46,836
5	38,884	39,721	43,496	44,809	47,043	48,560
6	40,608	41,642	45,498	46,874	49,110	51,149
7	42,333	43,537	47,388	48,767	51,003	53,046
8	44,231	46,202	49,281	50,659	52,896	55,113
9	46,299	47,503	51,220	52,721	54,957	57,186
10	48,540	49,574	53,584	54,957	57,196	59,601
11	50,908	52,127	56,504	57,898	60,164	62,444
15	52,236	53,277	57,379	58,775	60,984	63,211
18	53,000	54,042	58,147	59,543	61,811	64,038
21	53,247	54,277	58,913	60,309	62,577	64,805
24	54,005	55,037	59,680	61,075	63,344	65,573
27	54,765	55,797	60,447	61,843	64,109	66,339
30	55,522	56,555	61,154	62,609	64,876	67,106

(In order to advance on the salary schedule, the teacher must have worked at least half of the contract days in the previous year.)

APPENDIX A
Table 2

Athletic Activity	Year 1 (% of BA0)	Year 2 (% of BA0)	Year 3 (% of BA0)	Year 4 (% of BA0)	Year 5+ (% of BA0)
Asst. Athletic Director (w/one hour release time)	12% 6	12% 6	14% 8	14% 8	16% 10
Football Varsity	13	13	15	15	17
Assistant Football	8	8	10	10	12
Cross Country Varsity	6.5	6.5	8.5	8.5	10.5
Cross Country Middle Sch.	3	3	5	5	7
Basketball Varsity	13	13	15	15	17
Assistant	8	8	10	10	12
Middle School	3.5	3.5	5.5	5.5	7.5
Wrestling Varsity	11	11	13	13	15
Assistant	7	7	9	9	11
Middle School	4	4	6	6	8
Middle School Asst.	2	2	3	3	4
Baseball Varsity	9	9	11	11	13
Assistant	5	5	7	7	9
Softball Varsity	9	9	11	11	13
Assistant	5	5	7	7	9
Track Varsity	9	9	11	11	13
Assistant	4	4	5	5	6
Middle School	3	3	5	5	7
Middle School Asst.	2	2	3	3	4
Tennis Varsity	6	6	8	8	10
Assistant	4	4	5	5	6
Golf Varsity	6	6	8	8	10
Assistant	4	4	5	5	6
Basketball Cheer: Varsity	5	5	7	7	9
Assistant	3	3	5	5	7
Football Cheer: Varsity	4	4	6	6	8
Assistant	2	2	4	4	6
Gymnastics Varsity	10	10	12	12	14
Volleyball Varsity	10	10	12	12	14
Assistant	6	6	8	8	10
Middle School	4	4	6	6	8
Ice Hockey Varsity	10	10	12	12	14
Assistant	6	6	8	8	10
Soccer Varsity	8	8	10	10	12
Assistant	4	4	6	6	8

Swimming Varsity	8	8	10	10	12
Assistant	4	4	6	6	8
Pom Poms	3	3	4	4	5

1. Positions held by non-bargaining unit staff will be posted annually.
2. Non-certified/non-school employees will be paid at 90% of this schedule.
3. Coaches moving to another position within the same sport shall be given credit for years of experience as it relates to step (year) placement.
4. Step placement of coaches moving from one sport to another sport shall be determined by the coach and the athletic director.

APPENDIX A
Table 3

Non-Athletic Activity	Year 1 (% of BA0)	Year 2 (% of BA0)	Year 3 (% of BA0)	Year 4 (% of BA0)	Year 5+ (% of BA0)
Debate	2	2	4	4	6
H. S. Band Director	11	11	13	13	15
Assistant	6	6	8	8	10
Middle School	5.5	5.5	7.5	7.5	9.5
Vocal Music Director	4	4	6	6	8
School Musical Director	7	7	7	7	7
Pit Band Director	3.5	3.5	3.5	3.5	3.5
Vocal Director	3.5	3.5	3.5	3.5	3.5
Technical Director	3.5	3.5	3.5	3.5	3.5
Choreographer	1.75	1.75	1.75	1.75	1.75
Rehearsal Pianist	1.75	1.75	1.75	1.75	1.75
Class Advisor	2	2	2	2	2
Forensics	2	2	4	4	6
Plays	4	4	6	6	8
One Act Plays	2	2	4	4	6
Newspaper	2	2	4	4	6
Yearbook	3	3	5	5	7
Technology Trainers	3(for each, not to exceed 4 people)				
*Model United Nations	5				
*Academic Track	3				
*Science Olympiad	3 (High School and Middle School each)				
*Destination Imagination	10 (3 1/3% for each of 3 teams)				

*Distribution of these stipends is to be determined by the building principal and the coordinator of the activity on an annual basis.

1. Positions held by non-bargaining unit staff will be posted annually.
2. Non-certified/non-school employees will be paid at 90% of this schedule.

Appendix A
Table 4

Hourly Rates	2000-01
Curriculum Workshops New Staff Orientation (held outside normal School year)	\$22.00
Driver's Education	\$22.00
Intramurals	\$17.25
Special Assignment Stipend: During this Agreement, the board agrees to make available the amount of Ten Thousand Dollars (\$10,000) to be used as stipends for teachers for special assignments. The parties shall, by joint committee, mutually agree upon the criteria and procedure for determining the recipient of the stipends. Examples of such activities are, but not limited to, school improvement, curriculum, department/grade level chairs, etc.	

APPENDIX C

Lowell Area Schools SEPARATION AGREEMENT

In conjunction with, and according to, the Early Retirement Program (Program) adopted by the Lowell Board of Education (District) on October 11, 1999 I _____, a teacher with the Lowell Area Schools, request to participate upon the following terms and conditions:

ELIGIBILITY

1. I certify that I have 27 or more years of credited service with the Michigan Public Schools Employees Retirement Service as of July 1, _____.
2. I certify that I am eligible for and am actually retiring under the terms of the Michigan Public School Employees Retirement Service effective upon my resignation from the Lowell Area Schools.

TERMS

1. In consideration of the conditions stated below, the Board is offering a one-time early retirement incentive to purchase years of MPSERS service, prior to my retirement from Lowell Area Schools.
2. In order to participate in this early retirement program, this signed Agreement, accompanied by a signed letter of resignation, must be submitted to the Superintendent's office on or before April 1, 2000.
3. This Program offer is limited to a combined total of five participants, unless the Board determines to extend the offer to additional, eligible applicants. In the event that there are more than five eligible applicants and the Board determines not to increase the number of participants, those selected will be chosen according to the order in which their request to participate was submitted. The letter of resignation and signed agreement from the unsuccessful applicants will be returned to the applicant.
4. In consideration of severance payment, and as part of the application process, I am submitting a letter of resignation from the Lowell Area Schools as of the end of the 1999-2000 school year to be irrevocably effective upon the Board's acceptance of my application for participation in the program.
5. In consideration of the retirement incentive, I agree to waive any and all rights and claims which I now have, or may have, against the Lowell Area Schools, its Board, its agents and/or employees. This Waiver of Claims specifically includes, but is not limited to, claims under the Teacher Tenure Act, the Collective Bargaining Agreement, and all state and federal laws, particularly the federal Age Discrimination in Employment Act, 29 USC § 621 et seq. This Waiver does not cover claims which may arise after its

- execution.
6. I have been advised by the District that I may, and should, review this Agreement and the Program with my financial counselor(s) and an attorney of my own choice. I understand that any such review will be at my own expense.
 7. I understand that I may revoke the waiver of my rights to assert claims under the federal Age Discrimination in Employment Act by submitting written notice to that effect to the Superintendent within seven (7) days after my signing this Agreement and that this Agreement will not become effective until after the revocation period. If I revoke my Waiver of ADEA claims, the Board may, at its discretion, either enforce the remainder of this Agreement, or rescind the entire Agreement. I also understand that if I am not selected for this program, as described in paragraph 3 above, that my Waiver of Claims will be null and void.
 8. I acknowledge that I have been provided a list which identifies the position and age of each teacher eligible to participate in this program, as well as the position and age of each teacher ineligible to participate in this program.
 9. I understand that this Program does not affect my right to benefits under Article 8, Section E of the Collective Bargaining Agreement.
 10. This Agreement, combined with the Board adopted Early Retirement Incentive Program, constitutes the complete Agreement and understanding in this matter, and I certify that there are no oral agreements or other promises to induce my participation in this Program.
 11. I have reviewed this Agreement, the Plan, and my rights in this matter, and voluntarily sign this Agreement and my letter of resignation, and request to participate in the Early Retirement Incentive Plan.

Signature: _____ Dated: _____

Witness: _____

LOWELL AREA SCHOOLS

Dated: _____ By _____

Connie Gillette
Assistant Superintendent for Finance and
Personnel

APPENDIX D

KENT INSTRUCTIONAL DELIVERY SYSTEM (K.I.D.S)

I. Introduction

- A. The two-way interactive electronic networking system may be utilized as an alternative instructional delivery system. The intent and purpose of the KIDS project is to provide a vehicle for the cooperative offering and sharing of K-12 educational opportunities and to provide quality educational resources to students of the participating districts in a cost-effective and efficient manner.
- B. The agreement hereinafter referred to as the K.I.D.S. ADDENDA is entered into this day of June 10, 1994 by and between the LEA/KCEA and the Lowell Area Schools.
- C. The contract language that follows is to be an addenda to the local master agreement. In order for this addenda to be in effect in any school district, it must be approved by the Board for that district and the LEA/KCEA. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent district.
- D. Any local school district that fails to ratify the K.I.D.S. Addenda shall not participate in K-12 student instruction via the K.I.D.S. network and shall not act as either an originating site or remote site for K-12 student instruction. Failure to ratify this addenda shall not preclude a local school district's use of the network for other purposes, e.g., staff development, extra-curricular activities, and other non-credit K-12 activities.

II. Definitions

- A. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Kent Instructional Delivery System. Teachers will be considered employees of the originating district.
- B. "Originating Site District" shall be defined as the location where the teacher responsible for the Telecommunication Class is located.
- C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.

III. Responsibilities of Originating and Remote Site Districts

- A. The originating site district shall be responsible for the course content, material selection, instruction, testing, evaluation and grading of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

IV. Working Conditions

- A. Class Size
The parties mutually agree that the purpose of K.I.D.S. is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including both the originating and remote sites, shall be subject to the language in the master agreement of the originating site district.
- B. Teachers located at an originating site who are teaching a K.I.D.S. class will have to adjust their teaching methods and spend additional time to become effective using two-way interactive technology. To compensate for this extra time and effort, a teacher assigned to teach a class from an originating site via K.I.D.S. will be paid an additional \$1000 per preparation per semester.
- C. Class Schedules
Teachers presenting K-12 telecommunications classes to elementary or secondary-aged students will generally have those classes scheduled during regular contract work time. It is recognized that in order to accommodate the different starting/ending times of originating/receiving districts that work times may vary somewhat.

If classes are scheduled outside the normal work day or work year, teachers will have their individual starting and/or ending time adjusted. If additional work time is required to accommodate the schedules of sending/receiving district, the teacher shall be compensated at a pro rata of his/her base contract daily rate of pay calculated for each 1/4 hour or portion thereof.

- D. **Equipment**
It will not be the responsibility of the classroom teacher to repair and maintain the telecommunications equipment. Teachers will be trained to focus and make minor adjustments to said equipment.
- E. **Training**
Initial and on-going training in the use of telecommunications as an alternative education delivery system shall be made available to teachers who will be presenting telecommunications classes. Participating teachers shall be compensated as specified in the master agreement of the originating site district if training is outside the normal work day/year.
- F. **Teacher Evaluation**
All evaluations shall require the physical presence of the evaluator at the sending site. The teacher will be informed that they are being observed/evaluated. The sending district administration will have responsibility for the evaluation as the teacher is the employee of the originating district.
- G. **Mileage**
Originating site district teachers will be reimbursed for the allowable mileage if they are required to use their personal automobile to travel between sites or to meetings related to K.I.D.S. The mileage reimbursement will be as specified in the Master Agreement.
- H. **Vacancies**
Teaching vacancies shall be filled on a voluntary basis and such teachers will be assigned to telecommunication courses in accordance with local contract language provisions.

V. Job Security

- A. It is not the purpose of the K.I.D.S. project to reduce the number of employees employed or the hours worked as a result of the implementation and use of telecommunications via K.I.D.S.
- B. No member of the staff of a specific originating site district or the schools served by that given site shall be laid off or have hours worked reduced as a direct result of the implementation and use of telecommunications via K.I.D.S.
- C. Any teacher presenting a K-12 telecommunications class shall be represented by the teacher bargaining unit of the originating district.

VI. Broadcast and Rebroadcast Conditions

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teacher.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class. Videotapes may be used for other purposes with prior knowledge and consent of the teacher. Teachers may use such tapes with prior knowledge and consent of the board or its designee.
- C. Videotapes of telecommunications classes are the property of the originating site district.
- D. All instructional presentations for which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.
- E. K.I.D.S. shall not be used to replace teachers involved in a labor dispute.

VII. Problem Solving Efforts

- A. Inasmuch as the implementation and use of instruction by two-way interactive television in general and K.I.D.S. specifically is developmental, the parties agree that it may be necessary to meet from time to time in order to resolve issues that were not contemplated or addressed in this addenda. Accordingly, the parties agree to meet promptly at the request of either.
- B. Amendments shall be subject to the approval of the parties in accordance with Article 1 of this addenda.

APPENDIX E

(Old Contract Language Pertaining to Five-Hour Day)

I Duty Hours - [5 Period Day]

- A. In any building which the board determines must be operated on a five (5) period day, or its equivalent, the following schedule shall be in effect:
1. The board shall reserve the right to establish the school day schedule, which will either allow for the teacher conference period to be scheduled seventy (70) minutes before the start of the pupils' day or at the end of the pupils' day. This period shall consist of a fifty-five (55) minute segment, which shall be used for parent and/or student conferences, grading of papers, lesson planning, staff meetings, and other professional activities. In the event the conference period is held prior to the start of the pupils' day, the teacher should be in the classroom ten (10) minutes before the pupils' day begins. If the conference period is scheduled at the end of the pupils' day, then the teachers' fifty-five (55) minute conference/planning time shall begin fifteen (15) minutes following the end of the pupils' day. Staff meetings shall be held during conference periods and shall be limited to eight (8) meetings per year, provided that two (2) of such staff meetings shall be held after the pupils' day ends and will not last longer than thirty (30) minutes unless there is agreement by a majority of the staff of that building. The association will encourage prompt attendance. Two (2) days' advance notice of staff meetings shall be given.
 2. In the High School, the pupils' day shall consist of five (5) fifty-five (55) minute periods with four (4) five (5) minute passing periods.
 3. In the Middle School, the pupils' day shall consist of a twenty (20) minute teacher/student contact period and five (5) fifty (50) minute class periods with four (4) five (5) minute passing periods.
 4. In the elementary schools, the pupils' day shall consist of five (5) hours, excluding the lunch period.
 5. The teachers' day shall end fifteen (15) minutes (ten (10) minutes in the Middle School) after the end of the pupils' day, except on Fridays or days preceding holidays or vacations when a teacher's day shall end at five (5) minutes after the close of the pupils' day.
 6. When school is scheduled for a half-day period, the fifty-five (55) minute conference/planning period set forth in subsection a. above

shall be reduced as follows:

- a. First scheduled half-day, the conference/planning period shall equal 30 minutes;
- b. Second scheduled half-day, the conference/planning period shall equal 25 minutes;
- c. Successive scheduled half days shall repeat the above established pattern.

II. Recess Periods

- A. In a building on a five (5) period day, or its equivalent, teachers will supervise their students during recess periods.

III. Professional Responsibilities

- A. Staff Meetings - Staff meetings (meetings of all teachers in a building) will be held during conference periods and shall be limited to eight (8) meetings per year, provided that at least two (2) of such staff meetings may be held after the pupils' school day ends and will not last longer than thirty (30) minutes unless there is agreement by a majority of the staff of that building. Two (2) days' advance notice of staff meetings shall be given. The Association will encourage prompt attendance.