

9041

ENCLOSURE B 8/24/92  
Extension 8/24/93

Tentative Agreement  
Between  
The Lowell Area Schools  
and  
The Kent County Education Association  
(LEA/LESPA)

The above named parties agree to the following provisions for the contract year 1992/93:

1. LEA Appendix A shall be increased by 5% for salaries on Steps 0-11 and 5% on the \$600 longevity steps plus 5% on curriculum workshops/ summer study, driver training and intra-murals. (No change in extra duties).
2. LESPA wages in 8.1.3., 8.1.4., 8.1.5. shall be increased by 52¢ per hour. Longevity in 8.1.1., extra duty premiums, night premiums and any other extra rates are excluded.
3. All applicable dates shall be considered changed to reflect the one year extension in both contracts.
4. Calendars are to be jointly determined in committee and shall be applicable to all parties. The starting date for new teachers shall be 08/28/92 and 08/31/92 for all staff and 09/01/92 for students.

Lowell Area Schools

[Signature]  
For the District

May 28, 1992  
Date

[Signature]  
For the LEA

28 May 92  
Date

[Signature]  
For the LESPA

5-28-92  
Date

[Signature]  
For the KCEA

5/28/92  
Date



**KCEA**

**KENT COUNTY EDUCATION ASSOCIATION/MEA/NEA**

3100 - 29th Street, S.E.  
Kentwood, Michigan 49508  
(616) 957-1944

May 22, 1989

Superintendent Francis Esch  
Lowell Area Schools  
12685 Foreman Road  
Lowell, MI 49331

Dear Dr. Esch:

We are pleased to inform you that the tentative agreement between the Lowell Board of Education and KCEA for the Lowell Education Association was approved by the KCEA Bargaining Committee on May 8, 1989.

The local association will contact you as soon as they have completed their contract ratification vote for final approval by your board of education. May I extend my congratulations for obtaining a mutually satisfactory settlement before the expiration of the school year.

Sincerely,



Tom Greene, President  
Kent County Education Association

cc: Tim Hawkins, President  
Lowell Education Association

MASTER AGREEMENT

BETWEEN THE  
BOARD OF EDUCATION  
OF THE  
LOWELL AREA SCHOOLS  
AND THE  
KENT COUNTY EDUCATION ASSOCIATION  
AUGUST 28, 1989 - AUGUST 24, 1992

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## MASTER EDUCATION AGREEMENT

This Agreement entered into this 25th day of May, 1989, by and between the Board of Education of the Lowell Area Schools, Lowell, Michigan, hereinafter called the "Board" and the Kent County Education Association (KCEA-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

#### 1.1 Recognition

The board hereby recognizes the association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, 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 (except the pregnant teen program) that 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 education personnel.

1.1.1 Board - The term "board" shall include its officers and agents.

1.1.2 Local Association - The term "local association" shall refer to the bargaining unit described in Section 1.1 above.

1.1.3 Teacher - The term "teacher" shall refer to any bargaining unit member.

#### 1.2 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, for the duration of this Agreement.

ARTICLE II  
TEACHER RIGHTS

2.1 Law Pertaining to Negotiation

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

2.2 Access to Board Information

The board agrees to make available to the local association specific information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the local 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.

2.3 Use of School Facilities

The local association and its representatives shall have the right to use school equipment when such equipment is not otherwise in use, and to use school buildings at all reasonable hours for meetings. The local association shall pay for materials and supplies used from board supplies. Use of school facilities must be reserved through the normal building scheduling process.

2.4 Private Life

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

2.5 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.



## 2.6 Board Policies

The board agrees to furnish the local 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 local association of any changes or additions to board policies.

## 2.7 Curriculum Council

2.7.1 - 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:

2.7.1.1 - Develop recommended criteria for the ongoing evaluation of all instructional programs;

2.7.1.2 - Annually review and recommend policies concerning all testing programs and instructional management systems;

2.7.1.3 - Review and make recommendations on all proposed pilot, experimental and/or innovative programs; and,

2.7.1.4 - 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, implementation, or rejection.

2.7.2 - 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.

2.7.3 - 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.

2.7.4 - 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.

2.7.5 - The operation of the Council shall be under the direction of a Curriculum Director, a supervisory employee, who shall chair the meeting.

## 2.8 Subcontracting

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. (Examples: Elementary Library, Study Hall supervision, In-House Suspension supervision). Extracurricular positions will normally be assigned to bargaining unit members except when bargaining unit members are unwilling or 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.

## ARTICLE III PROFESSIONAL COMPENSATION

### 3.1 Salaries

The salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to, and incorporated in, this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

3.1.1 - 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 certification or taken concurrently during the same semester as when certification is received. 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 until October 15 or March 15 of the current year. Any unusual circumstances which prevent the teacher from meeting this deadline must be cleared by the Superintendent before October 15 or March 15 of the current year. There will be no adjustments made after October 15 or March 15, respectively. 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.

### 3.2 School Calendar

The calendar is set forth in Appendix B which is attached to and incorporated in this Agreement. It includes the starting date for the 1989-90 school year and it is agreed such starting date shall remain effective notwithstanding the fact that all other parts of this Agreement will expire on August 28, 1989.

3.2.1 - Contractual Days - Contractual days shall mean those days when pupils are in attendance, "Act of God" days (if allowed by State law), orientation days at the beginning of the school year for all teachers, institute days authorized by the Department of Education, conference and curriculum days, and record days which may occur at midyear and at the close of the school year.

### 3.3 Other Salary Benefits

3.3.1 Teacher Pay Period - Teachers shall be paid every other Friday, with the first pay date being September 5, 1986.

Each teacher will indicate on his/her letters of intent whether he/she is to receive 21 or 26 pays during the year. If teachers fail to specify their choice, they will automatically be placed on 26 pays. Such specification shall be made by April 1 and shall not later be changed without approval of the Superintendent. The board is authorized to use the no-check payroll system and the earnings of teachers shall be credited to the bank account of the teacher in the State Savings Bank of Lowell.

Requests for deviation from this system must be decided by the joint negotiation teams.

3.3.2 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. Those presently employed will retain years of experience as determined prior to September 30, 1973.

3.3.3 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 4.1 and 4.2) 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) which is attached to and incorporated in this Agreement.

#### 3.3.4 Agency Shop

3.3.4.1 - On or before the 30th of September of each year, the local association shall notify the board of the amount of annual dues payable by members of the local 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 local association treasurer.

3.3.4.2 - 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 service fee to the association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided above. In the event that a teacher shall not pay such service fee directly to the local association or authorize payment through payroll deduction, as provided in the preceding article, the board shall, at the request of the association, deduct the service fee from the teacher's wages and remit same to the association.

3.3.4.3 - 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.

3.3.4.4 - 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:

- a. The board gives timely notice of such action to the association; and
- b. 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.
- c. The damages have not resulted from the negligence, misfeasance, or malfeasance of the board or its agent.
- d. 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.
- e. The association shall have the right to compromise or settle any claim made against the board under this section.

3.3.5 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; (4) Grand Rapids Teachers Credit Union; (5) United Fund; (6) Automobile Insurance; (7) United States Savings Bonds; (8) Voluntary political action contributions to NEAPAC and/or MEAPAC; (9) Other mutually-agreed-upon deductions for the purposes intended. All annuities must be approved by the board of Education and the local association.

### 3.3.6 Insurance

#### 3.3.6.1 Medical Insurance - MESSA Super Care II

3.3.6.1.1 - The board will pay full monthly rate amounts for each teacher and their eligible dependents as defined by MESSA

for the above named insurance for each  
teacher who does not have health care  
insurance from another source.

Health - MESSA Super Care II or Option Plan I or II\*

\* For those who have medical from another source.

Option Plans = \$115 for Plan I or Plan II

Plan I

Dental 50/50/50 - \$1,000 Adult Ortho Rider

Vision - USP I

AD/D

Annuity\*

Plan II

Dental-Auto Plus, Adult Ortho

Vision - USP III

AD/D

Options

\* If an annuity is chosen and the participant is  
already having dollars deducted from payroll to an  
annuity, they must continue with that same company. If  
the participant does not presently have a deduction  
for an annuity, they must go with MEFSA. Annuity  
payments will be paid once a month.

A choice will be made one time only each year during  
open enrollment. Choices are not interchangeable  
during the insurance coverage year.

It is further understood that changes in insurance  
rates will change amounts available for (A.) Annuities,  
or (B.) Options.

For the duration of this contract the board may  
continue with the MESSA Super Care II rates or may  
elect a MESSA-PAK at its discretion. Should the  
MESSA-PAK be selected, it shall be composed of the  
following provisions:

Plan A: Health - Super Care II  
LTD - Plan II; 66 2/3%; 90 calendar  
days modified fill; \$2,500  
monthly with mental/nervous  
waiver, drug/alcohol, and  
freeze on off sets.

Dental - Delta Dental Plan 100/90/90/50  
\$1500 including an Adult Ortho  
Rider  
Life - \$25,000 Negotiated Life with AD&D  
Vision - VSP-II

Bargaining unit members not electing MESSA-PAK Plan A  
will select MESSA-PAK Plan B.

Plan B: Dental - Delta Dental Plan Auto + /08 100:90/90/90  
Vision - VSP-3  
Life - \$50,000 Negotiated Life with AD&D  
LTD - Same as Plan A  
Dependent  
Life - \$2,000 spouse; \$2,000 each  
eligible child  
Annuity  
Amount - \$115 less costs of above Plan B  
items

3.3.6.2 Long Term Disability Insurance - The board will provide without cost to each Bargaining Unit member, MESSA Plan II long term disability insurance. Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$2500 and shall begin after the exhaustion of the Bargaining Unit member'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.

3.3.6.3 Dental Insurance - The board will provide to the employee and his/her eligible dependents as defined by MESSA Delta Dental 100/90/90/50 to \$1500 including Adult Ortho Rider or a Coordination Suffix 50/50/50 + \$1500 Adult Ortho Rider.

3.3.6.4 Life Insurance - The board will pay the full premium cost to obtain life insurance coverage from a reputable insurer of its choice of \$25,000 with AD&D for each member.

3.3.6.5 Vision Insurance - The board will provide MESSA VSP-II Vision Insurance without cost to all non-option group teachers. The board may provide this benefit separately or through the MESSA-PAK as described in 3.3.6.1.1.

#### 3.3.6.6 General Provisions

- a) 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.

- b) The open enrollment period shall be jointly established by the board, the local 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.
- c) 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.
- d) 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.
- e) 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.

### 3.4 Substitute Teachers

#### 3.4.1 General Provisions Affecting Substitute Teachers

3.4.1.1 Rate of Pay - Substitute teachers shall be paid a minimum of \$35.00 for each day worked. After fifteen (15) consecutive days of substituting in any given situation, pay shall be increased to a minimum of \$60.00 per day. Where it is reasonably clear that the regular teacher will not return for at least sixty (60) days, a teacher will be employed by contract for the period of such extended absence, up to one (1) full semester.

3.4.1.2 Other Provisions - Substitute teachers will not be entitled to sick leave or other benefits stated heretofore unless employed by contract.

3.4.1.3 Certificate - Substitute teachers with a



Bachelor's Degree and a valid teaching certificate will be considered first.

3.4.1.4 Employment of Substitutes - The board shall employ all substitute teachers, and no teacher shall employ or pay her/his own substitute.

3.4.1.5 Use of Substitutes - Neither a student teacher nor his/her supervising teacher shall be used as a substitute for another regular teacher.

3.4.1.6 Years of Service - Night school teaching and substitute teaching do not count towards "years of service" for determining step advancement.

3.4.1.7 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 \$11.00 every hour (or major fraction thereof) so worked. 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.

### 3.5 Part-Time Teachers

Part-time teachers on 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 on 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 the 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 local association dues deducted and the proportionate amount of MEA and NEA dues deducted upon written authorization.

### 3.6 Hiring of Teachers over Salary Schedule

The hiring of teachers over the salary schedule, as shown in Appendix A, will not be done. The board retains the right to offer teachers extra compensation for additional responsibilities over and above those duties normally expected of a teacher.

### 3.7 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. Teachers who volunteer to supervise the lunch room and parking lot during their conference hour will be paid \$15.00 per day.

### 3.8 Automobile Allowance

Teachers required to drive their personal automobiles in the course of their employment on approved school business will be reimbursed at the rate of 20¢ per mile. Teachers using their automobiles shall have the approval of their principal and submit a written request for the mileage involved.

### 3.9 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.

## ARTICLE IV TEACHING HOURS

### 4.1 Duty Hours - [6 Period Day]

4.1.1 - A teacher shall not be required to report for duty earlier than fifteen (15) minutes before the opening of the

pupils' regularly scheduled school day in the morning but shall be in the classroom ten (10) minutes before the school day begins. Because elementary teachers will have fifteen (15) minutes planning time before school starts, they will report thirty (30) minutes before the start of the pupils' regularly scheduled day. Should teachers not be able to arrive on time due to circumstances beyond their control, they shall notify the building principal to that effect. Should school be closed for the day and not counted as a contractual student day, those teachers who 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. A teacher shall not be required to remain longer than fifteen minutes after the close of the pupils' school day in the afternoon. 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, except on Fridays or on days preceding holidays or vacations when a teacher's day shall end at 5 minutes after the close of the pupil day.

4.1.2 - Teachers in grades 6 through 12 shall be assigned one fifty-five (55) minute period a day excluding passing time to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities.

4.1.3 - Teachers in grades K through 5 shall be assigned preparation or conference time of not less than 100 minutes per week which shall not overlap any recess or noon hour. Special teachers in music and physical education, etc., may be used to provide some or all of this time.

#### 4.2 Duty Hours - [5 Period Day]

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:

a. The teacher's day shall begin seventy (70) minutes before the start of his/her pupils' day. The first fifty-five (55) minutes shall be used for parent and/or student conferences, grading of papers, lesson planning, staff meetings and other professional activities. The teacher shall be in the classroom ten (10) minutes before the pupils' school day begins. 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 meet-

ings 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. The association will encourage prompt attendance. Two (2) days advance notice of staff meetings shall be given.

b. In the High School the pupils' school day shall consist of three (3) fifty-five (55) minute and two (2) sixty (60) minute periods, with four (4) five (5) minute passing periods. In the Middle School, the pupils' school day shall consist of a ten (10) minute home room period and five (5) fifty-five (55) minute periods with four (4) five (5) minute passing periods. In the elementary schools, the pupils' school day shall consist of five (5) hours, excluding the lunch period.

c. 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.

d. 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:

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

#### 4.3 Lunch Period

Teachers shall have a minimum of a duty-free, half hour uninterrupted lunch period, except that each elementary grade operating on the equivalent of a six (6) period day shall have 45 minutes of which 30 minutes shall be duty free.

#### 4.4 Student Contact Time

The school day in all elementary buildings shall be of equal length.

#### 4.5 Special Area Personnel

##### 4.5.1 Special Area Personnel Defined - Special Area

Personnel include teachers of physical education, music, band, basic skills coordinators, counselors, speech pathologist, alternative education teachers as identified in Section 1.1, and the teacher consultant to the physically impaired, social workers, LD consultants, and the school nurse.

4.5.2 Duty Hours - Duty Hours for Special Area Personnel shall be the same as for the regular classroom teachers.

4.5.3 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.

ARTICLE V  
TEACHING LOADS & ASSIGNMENTS

5.1 Recess Periods

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

5.2 Teaching Scope

Teachers shall not be assigned, without good cause, outside the scope of their teaching certificate or their major and minor fields of study.

5.3 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.

5.4 Letter of Intent

Teachers will be asked to commit themselves to teaching in this school district by April 1 of each year by a Letter of Intent which will be subject to approval of the Master Agreement.

### 5.5 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.

### 5.6 Playground Supervision

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

### 5.7 Released Time

A representative or representatives of the local association are to be released for any local association business up to fifteen (15) days under the following conditions:

5.7.1 For days one through five, board pays the teacher's salary and the salary of the substitute.

5.7.2 For days six through ten, board pays salary of teacher, local association pays salary of substitute.

5.7.3 For days 11 through 15, local association pays teacher's salary and board pays substitute salary.

5.7.4 Local association members who hold elected positions in the KCEA, MEA, and/or the NEA are to be released for association business up to seven (7) days, with the KCEA, MEA, and/or the NEA, paying the substitute's pay. For days beyond seven (7), the KCEA, MEA, and/or NEA will pay the teacher's salary.

5.7.5 No more than two (2) 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 local association.

### 5.8 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. Such rotation shall not include "pep meetings."

ARTICLE VI  
RIGHTS OF THE BOARD

6.1 Board Rights

6.1.1 - The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.

6.1.2 - 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.

6.1.3 - 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.

6.1.4 - Decide upon the means and methods of instruction, the selection of textbooks, and other teaching materials, and the use of teaching aids of all types.

6.1.5 - Determine class schedule, hours of instruction, and the duties, responsibilities and assignments of employees with respect thereto and with respect to administrative and nonteaching activities.

6.1.6 - 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.

6.2 Mutual Problems

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

ARTICLE VII  
TEACHING CONDITIONS

7.1 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.

## 7.2 Professional Responsibilities

### 7.2.1 Staff Meetings

#### a. Six (6) Period Day

Most staff meetings (meetings of all teachers in a building) will be held during school hours. There will be no more than eight (8) such meetings held outside school hours during the school year, scheduled two (2) school days in advance. Such meetings will not exceed one hour in length unless there is agreement by a majority of the staff of the building. The local association will encourage prompt attendance.

#### b. Five (5) Period Day

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 local association will encourage prompt attendance.

7.2.2 School Activities - Each teacher is expected to attend building activities as scheduled by the Administration 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.

### 7.3 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.

### 7.4 Teachers' Lounges

Insofar as possible, lounges and lavatories shall be conveniently available for teachers. Lounges shall not be used for regularly scheduled meetings without prior consultation with the building faculty. Telephones shall be made available for teachers for local call use. The association shall be responsible for long distance calls made from the lounge telephones. The board agrees to meet and confer with the association to seek mutually acceptable solutions where these conditions do not exist.

### 7.5 Teacher Aides

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 aides 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.

### 7.6 Class size

#### 7.6.1 Regular Education Classes

7.6.1.1	Grades K-2:	24 students
7.6.1.2	Grades 3-5:	26 students
7.6.1.3	Grades 6-8:	28 students
7.6.1.4	Grades 9-12:	30 students

7.6.1.5 In the event a teacher's class size exceeds the above sizes by more than 7.5% [26 in K-2, 28 in 3-5, 31 in 6-8, and 33 in 9-12], after the fourth Friday of the school year, the teacher may request relief.

7.6.2 Multi Grade ("Split") Classes

7.6.2.1	Grades 1-2:	21 students
7.6.2.2	Grades 2-3:	22 students
7.6.2.3	Grades 3-4:	23 students
7.6.2.4	Grades 4-5:	24 students

7.6.2.5 In the event a teacher's class size exceeds the above sizes by more than 7.5% [23 in 1-2, 24 in 2-3, 25 in 3-4, and 26 in 4-5], after the fourth Friday of the school year, the teacher may request relief.

7.6.3 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:

7.6.3.1 Regular Education Classes

	Pro rata relief at	First Semester 1/2 time Aide relief if requested, at	
K-2	24-26	27 students	28+ students
3-5	26-28	29 students	30+ students
6-8	28-30	31 students	33+ students
9-12	30-32	33 students	35+ students

Multi Grade ("Split") Classes

1-2	21-23	24 students	25+ students
2-3	22-24	25 students	26+ students
3-4	23-25	26 students	28+ students
4-5	24-26	27 students	29+ students

2nd semester aide requests will be granted at board discretion. If aide request is denied pro rata relief will be given as per contract.

7.6.4 It is understood that the above limits do not apply to secondary music and secondary physical education.

ARTICLE VIII  
VACANCIES, PROMOTIONS AND TRANSFERS

8.1 Vacancies

8.1.1 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, the local association, and each individual teacher, and providing for posting in teacher lounges of every school building for seven (7) days. During the summer months, notice of vacancies shall be sent to each teacher. Summer vacancies shall remain open for five (5) 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.

8.1.2 Filling Vacancies - Any teacher may apply for such vacancy. In filling such vacancy, the board agrees to give due weight to the qualifications of applicants, professional experience and length of time each has been in the school system. In addition, during the posting period it will accept and consider input from any member of the teaching staff regarding the filling of such vacancy. The board reserves the right to use its sole discretion to promote or employ the person who is the best qualified applicant in the judgment of the board.

8.1.3 KCEA Special Consideration

8.1.3.1 - When vacancies occur, the board agrees to give special consideration to laid off certified teachers from district members of the KCEA/MEA/NEA in accordance with the following:

- a) Employment of teachers from outside the district shall only occur when all regular employees of this district are employed.
- b) Such vacancies shall be posted with the association in accordance with Article VIII.
- c) Any laid off certified teachers from district members of the KCEA/MEA/NEA who apply for such vacancies and who have satisfactory certification and qualifications for the vacant position in the judgment of the board shall be given an opportunity to be interviewed.
- d) Experience and degree credit shall be recognized to the limits of this Agreement.

## 8.2 Transfers

8.2.1 Unrequested Transfers - Since the frequent transfer of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. Any volunteers will be considered first. Every attempt will be made to avoid involuntary transfer of the same teacher two (2) consecutive years.

## 8.3 Promotions

8.3.1 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 executive position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to transfer to supervisory or executive status.

## 8.4 Lay Off Procedure

8.4.1 Seniority - The term "seniority" as hereinafter used shall be length of continuous service with the Lowell Area Schools Board of Education.

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, or continuing permanent, certificate appropriate to the teaching level;
  - b) Qualified shall mean possessing a major or minor appropriate to the teaching assignment a sufficient number of credit hours in that academic area to meet accrediting agency standards, and teaching experience in a regular classroom setting

in Lowell or another school district in the particular subject or any of the five (5) grades above or below any grade level in which the teacher has taught in the past 15 years. In the case of music, art and physical education, seniority shall be K-12 and not by grade level.

- 2) Length of service in the Lowell Area Schools.
- 3) Where other considerations are relatively equal, length of service will be given primary weight in selecting the teachers to be retained.

The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the association on or before the thirtieth day of September of each year.

#### 8.4.2 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 of Education 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 when funds are not available, hereby agree as follows:

- 1) It is hereby specifically recognized that it is within the sole discretion of the Board of Education 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 curtailed, the following procedure will be used:
  - a) First year probationary employees will be laid off where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to fill the position of the probationary teacher.
  - b) Second and then third year probationary employees will be laid off, in that order, where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to fill the position of the probationary teacher.

- c) In the event tenure teachers must be laid off, lay off will be on the basis of seniority as established hereinbefore. 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 shall have the right to file a written grievance thereon.
- 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) 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 local association.

#### 8.4.3 Recall

8.4.3.1 - 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.

8.4.3.2 - 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 shall lose their seniority and right to recall after lay off for two (2) full semesters, provided that they may retain such rights for an additional two (2) semesters if, before such time, they furnish the board with a written notice of a desire to retain such seniority and an address and a telephone number at which they can be contacted. 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 as stated in 8.4.3.

8.4.3.3 - Notifications of a recall shall be in writing with a copy to the local 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.

8.4.3.4 - 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.

#### 8.4.4 General Provision

8.4.4.1 - 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 3.3.6.7 a. Teachers laid off during a school year shall receive fringe benefits after lay off pro-rated according to the number of days worked.

8.4.4.2 - 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.

8.4.4.3 - During a period of impending layoffs, the board agrees to grant all requests for voluntary leaves or absence to teachers who make such requests.

#### 8.5 Retirement/Severance

8.5.1 Retirement Benefits - Teachers who terminate employment under any of the following conditions: (1) Voluntary retirement under the State Retirement Act; (2) Forced retirement due to age or health; (3) Death while in the employ of the Board of Education; (4) Severance pay from the district, shall receive a one time payment for unused sick days by applying the following formula:

Unused sick days X years of service  
in the Lowell Area Schools X \$.30.

A minimum of \$500 will be paid to any retiring teacher except those accumulating less than 40 sick days. The formula will apply to those accumulating less than 40 sick days.

## 8.6 Early Retirement Incentive

8.6.1 Early Retirement Incentive - Any full-time teacher who has completed at least ten (10) years of service with the Lowell Area Schools and is at the top of the regular salary schedule is eligible for the Early Retirement Incentive provided the teacher applies for retirement at least sixty (60) days prior to the end of the school year and is under the age of 61 on the last day of the school year. Such teacher shall receive a one-time Early Retirement Incentive payment in the following amount:

<u>Retiree's Age As Of Last Day Of The School Year</u>	<u>Payment Level</u>
55	30% of Retiree's Regular Teaching Salary
56	28% of Retiree's Regular Teaching Salary
57	24% of Retiree's Regular Teaching Salary
58	22% of Retiree's Regular Teaching Salary
59	19% of Retiree's Regular Teaching Salary
60	16% of Retiree's Regular Teaching Salary

Method of payment of the Early Retirement Incentive shall be one lump sum unless other arrangements are made by the Retiree and the District.

## ARTICLE IX LEAVES

### 9.1 Paid Leaves

9.1.1 Amount - Each teacher shall have twelve (12) days of sick leave (see Section 3.5 for part-time teachers) credited at the beginning of each contract year. Two of the sick leave days may be used for personal business days. The unused portion of these days shall accumulate with no limit. This provision shall have prospective effect only. 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.

9.1.2 Doctor's Statement - After three (3) consecutive days of absence due to illness, the teacher may be required to present to the principal a doctor's statement that he/she is physically able to return to work.

9.1.3 Exclusions - Only illness or disability and emergency medical procedures of the teacher, or the teacher's immediate family, are covered by this sick leave policy. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered. Use of sick days for illness in the immediate 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 designee may grant extended use of consecutive sick days if extenuating circumstances exist.

9.1.3.1 For purposes of sick leave, "immediate family" shall mean a teacher's spouse or minor children. Sick leave may, however, also be used in the circumstances defined in the above subparagraph in the case where a teacher's parent, brother, sister or adult children are involved if the teacher's personal leave for the year has been exhausted. The Superintendent or his designee may grant the consecutive use of sick days for family illness if he determines extenuating circumstances exist, i.e. cases where death is imminent or terminal illness exists.

9.1.4 Worker's Compensation - A teacher shall not receive Worker's Compensation in addition to his/her sick leave in excess of the amount he/she would receive as a regular salary.

9.1.5 Pooling of Sick Leave - Teachers may pool sick leave days and contribute them to another member of the staff who has exhausted his/her accumulated sick leave. However, a teacher may not contribute more than one (1) day of sick leave to any other individual staff member within a given school year. He/she may contribute one (1) day to different individuals. The amount of pooled sick leave in each case will be limited to one hundred twenty (120) days. Additionally, any teacher collecting disability insurance while on sick leave will forfeit all rights to draw from the sick day bank.

9.1.6 Administration of the pooled sick leave days shall be done by a committee of six (6). Three (3) members shall be representatives of the local association chosen by the local association and three (3) members of the administration selected by the Superintendent. All decisions shall require four (4) affirmative votes.

9.1.6.1 - This committee 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.

9.1.6.2 - This committee shall have the exclusive power to authorize days in addition to the one hundred twenty (120) days referred to in 9.1.5 above.

9.1.6.3 - Decisions of this committee shall not be grievable.

9.1.7 Personal Days - Personal days are provided for a number of legitimate business, professional, religious, civic, and family obligations that a teacher encounters which cannot be met outside of the regular school day. Excluded would be such things as vacations, recreational events, hunting, fishing, shopping, and similar activities which can normally be taken care of on weekends or during regular vacations. Notification of personal leave, stating the reason for the leave, must be received by the building principal on the appropriate form at least three (3) days prior to the leave. Emergencies will be handled through a telephone call to the principal prior to 7:00 A.M. on the day of the leave.

Notification for Use of Personal Leave

Name of Employee \_\_\_\_\_

Date of Leave \_\_\_\_\_

Reason for Leave

Business \_\_\_\_\_ Other \_\_\_\_\_

Professional \_\_\_\_\_

Religious \_\_\_\_\_

Civic \_\_\_\_\_

Family \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

9.1.7.1 Exceptions - Personal days may not be used to extend a holiday or vacation period. Exceptions will be granted provided the board and association mutually agree that extenuating circumstances exist.

9.1.8 Abuse of Sick or Personal Leave

The association agrees that the abuse of sick leave and personal leave as herein stated is not only contrary to professional behavior, but may also subject the teacher to any or all of the following:

- 1) A verbal or written reprimand; if written, a copy of the letter will be sent to the local association and placed in the teacher's employee file.
- 2) A deduction from the regular paycheck, the amount equal to the prorated daily pay for the time missed.
- 3) Disciplinary action up to and including discharge in the case of repeated misuse of sick or personal leave.

9.1.9 Leave Granted - Leave for reasons of death of members of a teacher's immediate family shall be granted, as needed, upon notification of the administration. Remaining personal leave shall be used first, with additional days deducted from sick leave up to five (5) days per family member involving death. If extenuating circumstances exist, exceptions to this policy may be granted.

9.1.10 Definition of Immediate Family - For the purposes of the paid leave policy, a member of the immediate family shall mean a spouse, child, parents, brothers, sisters, grandparents, grandchildren or a person who stands in the place of family of a teacher or the spouse of a teacher.

9.1.11 Jury Duty - Teachers serving on jury duty shall receive the difference between their daily rate and the amount received for jury duty.

9.1.12 Subpoena - A teacher who is subpoenaed as a witness shall receive the difference between his/her daily rate and the amount received for a witness fee. In such case, he/she must turn such amount over to the District and will receive his/her regular pay for the day.

## 9.2 Unpaid Leaves

9.2.1 a. Any teacher who is unable to perform his or 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 under Section 9.1 above 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 provided that this period may be extended at the sole discretion of the board up to the number of years of service of such teacher in the district.

Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

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 teacher is first granted an approved sick leave under this section. The teacher whose illness or disability extends beyond the balance of the school year shall be permitted to continue coverage on a self pay basis to the extent permitted by the underwriters.

9.2.2 - Leaves of absence without pay may be granted at the sole discretion of the board to a teacher who has completed a probationary period (except military leave) for the following enumerated reasons and conditions listed hereunder upon the written request of the teacher to the Board of Education. The Board of Education 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, term, or marking period to maintain continuity of the student/teacher relationship. All requests for renewals shall be filed in writing in not less than ninety (90) days prior to the termination of the leave.

9.2.3 - The employer 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 a substantially equivalent position.

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

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

9.2.6 - An eligible employee desiring a leave of absence shall submit his/her request to the Board of Education through the Superintendent. Such request shall be submitted by the superintendent to the board with his recommendation for action.

9.2.7 - For all employees whose 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 a 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.

9.2.8 - Modification of the above procedure in specific cases may be permitted by mutual agreement between the board and the employee.

9.2.9 - Employees on any unpaid leave shall be required to return to active employment before being qualified to receive any paid leave benefits, except in the case of a teacher who is totally disabled during the unpaid leave.

9.2.10 Payroll Deduction - Other days of absence will be deducted from teachers' pay at the rate of 1/185th of base pay for teachers presently in the system and 1/186th for new teachers.

### 9.3 Child Care Leave

Child Care Leave will be granted by the Board of Education for a period of no less than the balance of a semester and no more than two (2) additional semesters in accordance with the following provisions:

- a) Such leave shall be available to male and female teachers.
- b) Such leave shall be available to adoptive parents.
- c) Such leave shall begin at the teacher's request upon thirty (30) days prior written notice. If the teacher requests such leave while pregnant, the leave shall not be in effect until the teacher has recovered from all disabilities related to pregnancy and childbirth.

- d) The teacher shall be returned to his/her former position if that position is available. If not, then the teacher will be assigned to an approximately equivalent position within their area of certification.
- e) 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 teacher.
- f) Neither salary nor benefits shall be paid during such leave, nor advancement on the salary schedule.

#### 9.4 Sabbatical Leave

The board agrees to allow two (2) members of the teaching staff to take sabbatical leave in compliance with the present law. Neither salary nor fringe benefits will be paid for sabbatical leave. Before a teacher is eligible for a sabbatical leave, he or she must have completed seven (7) consecutive years of teaching in the Lowell School system. Sabbatical Leave is to be used for the educational advancement of the teacher. Educational advancement is defined as an activity or course work related to the teacher's assignment; such as, an art teacher might study art, or a social studies' teacher might be involved in a government project. To satisfy the educational requirement, the teacher must successfully complete twelve (12) semester hours of graduate credit. For other than college programs, the teacher must submit a written outline for board approval prior to the leave being granted.

#### 9.5 Career Exploration Leave

The board may approve an unpaid leave of absence for career exploration purposes if requested by a tenure 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.

#### 9.6 Other Leaves

Other leaves of absence without pay or benefits may be granted at the sole discretion of the board upon the teacher's request when it is felt that such leaves may be in the best interest of the school district or the teacher.

ARTICLE X  
TEACHER EVALUATION AND OBSERVATION

10.1 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.

10.2 Evaluators

Evaluations of teacher 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 replacement.

10.3 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.

10.4 Non-tenure 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 in 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.

10.5 Tenure Teacher

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

10.6 Personal Conference

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

10.7 Signed Copy

A signed copy of the written evaluation shall be submitted to the teacher at the time of the personal conference following the evaluation. A copy would then be signed by the teacher indicating completion of the conference and returned to the administration. 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 report of the principal to be placed in the teacher's personnel file. All evaluations shall be based upon valid criteria for evaluating professional performance and growth.

#### 10.8 Content

Negative comments or other criticisms in the evaluation of a teacher should be fully discussed with the teacher and positive steps shall be taken immediately by the evaluator to inform the teacher of what needs to be done to improve or correct such deficiencies. All suggestions for improvement of the teacher's performance shall be included in written evaluations. In subsequent evaluation reports, failure to again note specific deficiency shall be interpreted to mean that the teacher has made adequate improvement.

#### 10.9 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.

#### 10.10 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.

### ARTICLE XI PROTECTION OF TEACHERS

#### 11.1 Teacher Support

Each teacher is responsible for maintaining an atmosphere conducive to good learning. Classrooms shall be conducted accord-



ingly. The board recognizes that, through its administrative staff, it must support its teachers to help maintain proper classroom order, and agrees to do so.

#### 11.2 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, or 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. It is understood that under Public Act 52L of 1988 (MCL 380.1312), all corporal punishment or threat of corporal punishment is banned. The board will develop an appropriate policy consistent with the above law inclusive of alternate disciplinary measures and provide each teacher with a copy as soon as possible or by the beginning of the 1989 school year. The board will inform the local association of action being taken, allowing the association representation, if requested by the teacher.

#### 11.3 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.

#### 11.4 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.

#### 11.5 Employee File

Each teacher shall have the right, upon request, to review the contents of his/her own employee file maintained at the teacher's school. 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.

#### 11.6 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.

#### 11.7 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 local association will be informed at the earliest possible time to allow representation.

#### 11.8 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 negotiation procedure.

### ARTICLE XII NEGOTIATION PROCEDURES

#### 12.1 Reopening Negotiations

Representatives of the board and the associations's Bargaining Committee will meet on the third Thursday of each month for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Each party will submit to the other, on or before the Friday prior to the meeting, and agenda covering what they wish to discuss. If there are no items presented by either party, there will be no meeting.

All meetings between the parties will regularly be scheduled to take place as promptly as possible.

Should a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the board and the association, provided that the Negotiation Committee shall be empowered to effect temporary accommodations to resolve special problems.

Negotiated agreements reached by the Joint Council 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.

#### 12.2 Written Notice Required

By March 15 of the year that this Agreement expires, each or both parties to this Agreement may serve written notice on the other party, requesting that negotiations be reopened concerning wages, hours, terms and conditions of employment of teachers covered by this Agreement.

### ARTICLE XIII PROFESSIONAL GRIEVANCE PROCEDURES

#### 13.1 Definitions

For the purposes of this Agreement, a grievance is defined as any claim or complaint by a teacher, a group of teachers, or the local association that there has been a violation, misinterpretation or misapplication of any provision of this 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).

#### 13.2 Procedures

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

13.2.1 LEVEL One - A teacher, group of teachers, or the local 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 local 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.

13.2.2 LEVEL Two - The board hereby designates for its representatives for such purposes the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one building. Within five (5) school days of the receipt of the written grievance, the designated representatives of the board shall meet with the local association in an effort to resolve the grievance. The grievant may or may not be present at such meeting.

13.2.3 LEVEL Three - 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 local 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 local association.

13.2.4 LEVEL Four - If the decision of the Superintendent is not satisfactory to the local association, the grievance may be submitted within twenty (20) school days to Arbitration before an impartial arbitrator selected by the parties.

13.2.4.1 - 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.

13.2.4.2 - 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.

13.2.4.3 - It is expressly understood that the grievance procedure shall not apply to those matters from which statute authorizes specific remedy, such as Tenure Teacher dismissal. 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.

13.2.4.4 - 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.

13.2.4.5 - 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.

### 13.3 Building Representative

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

### 13.4 Limitations of the Arbitrator:

- 1) The arbitrator shall have no power to rule on any of the following:
  - a) The termination of services of or failure to re-employ any probationary employee.
  - b) The placing of a non-tenure employee on a third year of probation.
  - c) The termination of services or failure to re-employ any employee to a position covered in the Extra Duty Activities in Appendix C.

## ARTICLE XIV MISCELLANEOUS PROVISIONS

### 14.1 Reporting Illness

Teachers shall call a central number at the earliest possible time and 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.

#### 14.2 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.

#### 14.3 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, plus 15 copies to the KCEA, and 15 copies to the local association each year of this agreement, four (4) weeks after completion of negotiations and ratification.

#### 14.4 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.

#### 14.5 Professional Conferences

14.5.1 Encouraged - 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.

14.5.2 Expenses - Respecting the uniqueness of each level of the District (elementary, middle school, and senior high school), the board agrees that a budget for each level for professional conferences shall be established in proportion to the needs of each level. The association shall have the right to request budget information concerning conference expenses and to discuss the same with the board.

14.5.3 Reimbursable Expenses - Travel, meals, lodging, and registration fees shall be deemed appropriate expenses reimbursable by the board, as shall the cost of substitute teachers needed to relieve participants.

14.5.4 Inservice Committee - The Superintendent or his designee shall work with the committee of teacher representatives appointed by the association from each building to develop inservice proposals during the school year.

#### 14.6 Tuberculosis Examination

As a condition of employment, upon initial hire, and every third year thereafter (every year if required) for continued employment, all members must submit evidence of a recent chest x-ray or TB skin test showing that the person is free from tuberculosis. The board shall pay for the skin test or chest x-ray. The skin test will be given in the school district during the first ten days of school. The results of the skin test or chest x-ray must be submitted to the Superintendent's office on form K-708 (or other if form is replaced). It is the employee's responsibility to secure said TB skin test or chest x-ray and submit the results to the Superintendent's office. Failure to comply with this rule five work days after written notification has been given could result in temporary suspension without pay until requirement has been met.

#### 14.7 School Nurse

##### 14.7.1 General Provisions Affecting School Nurses

14.7.1.1 Rate of Pay - School Nurses shall be paid according to Appendix A.

14.7.1.2 Certificate Required - School Nurses shall possess a valid Michigan R.N. Certificate.

14.7.1.3 Duties - The duties of the School Nurses shall be prescribed according to the suggested duties and responsibilities established by the Department of Education.

14.7.1.4 Subject to Terms of Agreement - School Nurses shall be subject to all provisions as stated in this Agreement.

#### 14.8 Current Information

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

#### 14.9 Snow Days

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 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.

##### 14.9.1 School Closings

Scheduled days of student instruction and/or teacher attendance that are cancelled 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 re-scheduled by the school district to insure one hundred eighty-one (181) full days of student instruction. Such re-scheduling 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 14.9 should the current "snow day" law be repealed.

#### 14.10 School Psychologist

14.10.1 - The normal work day of the school psychologist shall be the same as for other special area personnel under Article 4.5 unless changed by mutual agreement with the Superintendent.

14.10.2 - The school psychologist shall have a one-half hour duty free lunch period.

14.10.3 - Extra days worked by the school psychologist shall be compensated at a pro-rata basis of his/her normal salary.

14.11 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 XV  
NO STRIKE

15.1 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 XVI  
DURATION OF AGREEMENT

16.1 Effective Dates

This Agreement shall be effective as of August 28, 1989, and shall continue in effect for three (3) years until August 24, 1992.

16.2 Expiration Limits

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated except for the 1989-90 starting date as provided in Section 3.2.

BOARD OF EDUCATION

KENT COUNTY EDUCATION ASSOCIATION

By [Signature]  
President

By Barbara Francis  
District Director for Lowell

By [Signature]  
Secretary

By Jim Hawkins  
President

By [Signature]  
Superintendent

By Jim Hawkins  
Chief Negotiator

Date May 25, 1989

Date 25 May 89

APPENDIX A1989-90 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate Degree</u>
0	22,889	23,374	25,315	25,680	27,136	28,350
1	23,252	23,738	25,800	26,165	27,621	28,835
2	24,223	24,829	26,893	27,379	28,835	30,049
3	25,194	25,800	28,107	28,713	30,291	31,504
4	26,286	26,893	29,442	30,170	31,747	32,961
5	27,379	28,107	30,776	31,626	33,203	34,174
6	28,592	29,321	32,112	33,083	34,660	35,995
7	29,806	30,655	33,446	34,417	35,995	37,330
8	31,141	31,990	34,782	35,753	37,330	38,786
9	32,597	33,446	36,238	37,208	38,786	40,243
10	34,174	34,903	37,816	38,786	40,364	41,942
11	35,753	36,480	39,393	40,364	41,942	43,519
15	36,303	37,030	39,943	40,914	42,492	44,069
18	36,853	37,580	40,493	41,464	43,042	44,619
21	37,403	38,130	41,043	42,014	43,592	45,169
24	37,953	38,680	41,593	42,564	44,142	45,719
27	38,503	39,230	42,143	43,114	44,692	46,269
30	39,053	39,780	42,693	43,664	45,242	46,819

APPENDIX A1990-91 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate Degree</u>
0	24,262	24,776	26,834	27,221	28,764	30,051
1	24,647	25,162	27,348	27,735	29,278	30,565
2	25,676	26,319	28,507	29,022	30,565	31,852
3	26,706	27,348	29,793	30,436	32,108	33,394
4	27,863	28,507	31,209	31,980	33,652	34,939
5	29,022	29,793	32,623	33,524	35,195	36,224
6	30,308	31,080	34,039	35,068	36,740	38,155
7	31,594	32,494	35,453	36,482	38,155	39,570
8	33,009	33,909	36,869	37,898	39,570	41,113
9	34,553	35,453	38,412	39,440	41,113	42,658
10	36,224	36,997	40,085	41,113	42,786	44,459
11	37,898	38,669	41,757	42,786	44,459	46,130
15	38,473	39,244	42,332	43,361	45,034	46,705
18	39,048	39,819	42,907	43,936	45,609	47,280
21	39,623	40,394	43,482	44,511	46,184	47,855
24	40,198	40,969	44,057	45,086	46,759	48,430
27	40,773	41,544	44,632	45,661	47,334	49,005
30	41,348	42,119	45,207	46,236	47,909	49,580

APPENDIX A1991-92 Salary Schedule

Step	BA	BA+20	MA	MA+15	MA+30	Doctorate Degree
0	25,718	26,263	28,444	28,854	30,490	31,854
1	26,126	26,672	28,989	29,399	31,035	32,399
2	27,217	27,898	30,217	30,763	32,399	33,763
3	28,308	28,989	31,581	32,262	34,034	35,398
4	29,535	30,217	33,082	33,899	35,671	37,035
5	30,763	31,581	34,580	35,535	37,307	38,397
6	32,126	32,945	36,081	37,172	38,944	40,444
7	33,490	34,444	37,580	38,671	40,444	41,944
8	34,990	35,944	39,081	40,172	41,944	43,580
9	36,626	37,580	40,717	41,806	43,580	45,217
10	38,397	39,217	42,490	43,580	45,353	47,127
11	40,172	40,989	44,262	45,353	47,127	48,898
15	40,772	41,589	44,862	45,953	47,727	49,498
18	41,372	42,189	45,462	46,553	48,327	50,098
21	41,972	42,789	46,012	47,153	48,927	50,698
24	42,572	43,389	46,662	47,753	49,527	51,298
27	43,172	43,989	47,262	48,353	50,127	51,898
30	43,772	44,589	47,862	48,953	50,727	52,498

## APPENDIX A - Continued

<u>Athletic Activities</u>	<u>% of Individual Base Salary</u>	<u>Non-Athletic Activities</u>	<u>% of Individual Base Salary</u>	
Athletic Director	12%	Yearbook	3½%	
Assistant	5%	Senior High Band Director	8½%	
Head Football	10%	Middle School Band Director	4½%	
Assistant	7%	Senior High Vocal Music Director	4%	
Assistant	6%	Class Plays	4%	
Jr. Varsity - Head	6%	One Act Plays	3%	
Assistant	6%	Debate	3%	
Freshman Ftball - Head	6%	Forensics	3%	
Assistant	6%	Freshman Sponsor	1%	
Cross Country	5½%	Sophomore Sponsor	1%	
Boys Head Basketball	10%	Jr. Class Sponsor	1%	
Assistant	6%	Sr. Class Sponsor	1%	
Girls Head Basketball	10%	School Newspaper	3%	
Assistant	6%			
Head Wrestling	10%	Curriculum workshops and summer study held outside the normal school year:		
Assistant	6%			
Boys Head Baseball	7%			
J.V. Baseball	5%			
Freshman Baseball	5%			
Girls Head Softball	7%			
J.V. Softball	5%			
Boys Head Track	7½%			
Assistant	5%			
Girls Head Track	7½%			
Assistant	5%			
Boys Head Tennis	5%			
Girls Head Tennis	5%			
Boys Golf	5%			
Girls Golf	5%			
Cheerleading	4%			
PomPoms	3%			
Hockey	7%			
Gymnastics	7%			
Volleyball	7%			
Assistant Volleyball	5%			
Soccer	5½%			
		1989-90	1990-91	1991-92
		\$13.92	\$14.76	\$15.65
		pr. hr.	pr. hr.	pr. hr.
		Driver Training:		
		1989-90	1990-91	1991-92
		\$11.12	\$11.79	\$12.50
		pr. hr.	pr. hr.	pr. hr.
		Intramurals:		
		1989-90	1990-91	1991-92
		\$11.12	\$11.79	\$12.50
		pr. hr.	pr. hr.	pr. hr.

MIDDLE SCHOOL

<u>Athletic Activities</u>	<u>% of Individual Salary</u>
Boys Basketball	4%
Girls Basketball	4%
Boys Track	2%
Girls Track	2%
Boys Tennis	1½%
Girls Tennis	1½%
Boys Golf	1½%
Girls Golf	1½%
Pep Club-7th	1½%
Pep Club-8th	1½%
Wrestling	4%
Gymnastics	3½%

6/5/89

## LOWELL AREA SCHOOLS

STAFF SCHOOL CALENDAR - 1989-90

Aug. 25 (Friday)	Orientation for New Staff
Aug. 28 (Monday)	Full Day for Staff
Aug. 29 (Tuesday)	First Day of School
Sept. 4 (Monday)	Labor Day - No School
Oct. 4 (Wednesday)	One-half Day for Students Full Day Staff (Grade Level-Department Meetings)
Nov. 3 (Friday)	End of First Marking Period
Nov. 8 & 9 (Wed. and Thurs.)	Parent-Teacher Conferences Nov. 8th Full Day Students Nov. 9th One-half Day for Students (Elementary - 11:40 a.m. dismissal) (Secondary - 10:45 a.m. dismissal) Alto, Runciman, Bushnell
	Wed. Nov. 8            5:00 - 9:00 p.m.
	Thur. Nov. 9          1:00 - 4:00 p.m.
	6:00 - 9:00 p.m.
	Middle School and High School
	Wed. Nov. 8            4:30 - 8:30 p.m.
	Thurs. Nov. 9        12:30 - 3:30 p.m.
	5:30 - 8:30 p.m.
Nov. 10 (Friday)	No School - Students and Staff
Nov. 23 & 24 (Thursday & Friday)	Thanksgiving Vacation - No School
Dec. 21 (Thursday)	Christmas Recess Begins End of School Day
Jan. 3 (Wednesday)	Classes Resume
Jan. 18 & 19 (Thurs. and Friday)	End of first semester $\frac{1}{2}$ Days for Middle School and High School Students and Staff Full Days for Elementary Students and Staff
Feb. 12 (Monday)	Inservice Day - No School for Students

Mar. 8 & 9 (Thurs.  
and Friday) Full Days for Middle School and High School  
Students and Staff

Elementary Schools will have conferences.  
Mar. 8 One-half day students  
Dismissal 11:40 a.m.  
Conferences 1:00 - 4:00 p.m.  
5:00 - 8:00 p.m.  
Mar. 9 One-half day students and staff  
Dismissal 11:40 a.m.

March 23 (Friday) End of Third Marking Period

March 28 & 29 (Wed.  
and Thurs.) Full Days for Elementary Students and Staff

Middle School and High School will have  
conferences  
March 28 Full Day for Students  
Conferences 5:00 - 9:00 p.m.  
March 29 Full Day for Students  
Conferences 6:00 - 8:00 p.m.

March 29 (Thurs.) Beginning of Spring Recess at end of Day

March 30 (Friday) No School for Students and Staff

April 9 (Monday) Classes Resume

April 13 (Friday) Good Friday - No School

May 28 (Monday) Memorial Day - No School

June 3 (Sunday) Graduation - Showboat Ampitheater

June 7 & 8 (Thurs.  
and Friday)  $\frac{1}{2}$  Day for Staff and Students

August 27 (Monday) Teachers Report for 1990-91 School Year

181 Pupil Days  
185 Teacher Days



6/5/89

## LOWELL AREA SCHOOLS

STAFF SCHOOL CALENDAR - 1990-91

Aug. 24 (Friday)	Orientation for New Staff
Aug. 27 (Monday)	Full Day for Staff
Aug. 28 (Tuesday)	First Day of School
Sept. 3 (Monday)	Labor Day - No School
Oct. 3 (Wednesday)	Inservice Day One-half Day for Students Full Day Staff (Grade Level-Department Meetings)
Nov. 2 (Friday)	End of First Marking Period
Nov. 7 & 8 (Wed. and Thurs.)	Parent-Teacher Conferences Nov. 7th Full Day Students Nov. 8th One-half Day for Students (Elementary - 11:40 a.m. dismissal) (Secondary - 10:45 a.m. dismissal) Alto, Runciman, Bushnell Wed. Nov. 7            5:00 - 9:00 p.m. Thur. Nov. 8           1:00 - 4:00 p.m. 6:00 - 9:00 p.m.
	Middle School and High School Wed. Nov. 7            4:30 - 8:30 p.m. Thurs. Nov. 8         12:30 - 3:30 p.m. 5:30 - 8:30 p.m.
Nov. 9 (Friday)	No School - Students and Staff
Nov. 22 & 23 (Thursday & Friday)	Thanksgiving Vacation - No School
Dec. 21 (Thursday)	Christmas Recess Begins End of School Day
Jan. 2 (Wednesday)	Classes Resume
Jan. 17 & 18 (Thurs. and Friday)	End of first semester $\frac{1}{2}$ Days for Middle School and High School Students and Staff Full Days for Elementary Students and Staff
Feb. 11 (Monday)	Inservice Day - No School for Students

Mar. 7 & 8 (Thurs. and Friday) Full Days for Middle School and High School Students and Staff

Elementary Schools will have conferences.  
 Mar. 7 One-half day students  
           Dismissal 11:40 a.m.  
           Conferences 1:00 - 4:00 p.m.  
                       5:00 - 8:00 p.m.  
 Mar. 8 One-half day students and staff  
           Dismissal 11:40 a.m.

March 22 (Friday) End of Third Marking Period

March 26 & 27 (Tues. and Wed.) Full Days for Elementary Students and Staff

Middle School and High School will have conferences  
 March 26 Full Day for Students  
           Conferences 5:00 - 9:00 p.m.  
 March 27 Full Day for Students  
           Conferences 6:00 - 8:00 p.m.

March 27 (Wed.) Beginning of Spring Recess at end of Day

March 28 & 29 (Thurs. and Fri.) No School for Students and Staff

April 8 (Monday) Classes Resume

May 27 (Monday) Memorial Day - No School

June 2 (Sunday) Graduation - Showboat Ampitheater

June 5 & 6 (Wed. and Thurs.)  $\frac{1}{2}$  Day for Staff and Students

181 Pupil Days  
 185 Teacher Days

APPENDIX A

1992-93 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>Doctorate Degree</u>
0	27,004	27,576	29,866	30,297	32,015	33,447
1	27,432	28,006	30,438	30,869	32,587	34,019
2	28,578	29,293	31,728	32,301	34,019	35,451
3	29,723	30,438	33,160	33,875	35,736	37,168
4	31,012	31,728	34,736	35,594	37,455	38,887
5	32,301	33,160	36,309	37,312	39,172	40,317
6	33,732	34,592	37,885	39,031	40,891	42,466
7	35,165	36,166	39,459	40,605	42,466	44,041
8	36,740	37,741	41,035	42,181	44,041	45,759
9	38,457	39,459	42,753	43,896	45,759	47,478
10	40,317	41,178	44,615	45,759	47,621	49,483
11	42,181	43,038	46,475	47,621	49,483	51,343
15	42,811	43,668	47,105	48,251	50,113	51,973
18	43,441	44,298	47,735	48,881	50,743	52,603
21	44,071	44,928	48,365	49,511	51,373	53,233
24	44,701	45,558	48,995	50,141	52,003	53,863
27	45,331	46,188	49,625	50,771	52,633	54,493
30	45,961	46,818	50,255	51,401	53,263	55,123

