

MASTER AGREEMENT

**BETWEEN THE
BOARD OF EDUCATION
OF THE
LOWELL AREA SCHOOLS,
LOWELL EDUCATION ASSOCIATION
AND THE
KENT COUNTY EDUCATION ASSOCIATION**

September 1, 2010 – August 31, 2011

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MASTER EDUCATION AGREEMENT

This Agreement entered into this 8th day of March, 2010, by and between the Board of Education of the Lowell Area Schools, Lowell, Michigan, hereinafter called the "Board", the Lowell Education Association-MEA-NEA and Kent County Education Association, hereinafter called the "Association."

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

ARTICLE I **RECOGNITION**

A. Recognition

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

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

B. Exclusive Right

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

ARTICLE II
TEACHER RIGHTS

A. Law Pertaining to Negotiation

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

B. Access to Board Information

The Board agrees to make available to the Association specific information concerning the financial resources of the district, tentative budgetary requirements and allocations, and any other information as will assist the Association to process any grievance or complaint. All requests for currently available information will be provided within ten (10) days of receipt of the request.

C. Use of School Facilities and Equipment

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

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

D. Private Life

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

E. Fair Employment Practice

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

F. Board Policies

The Board agrees to furnish the Association open access to a copy of the Board policies for which the Board holds the teacher in the Lowell School system responsible. In addition, the Board agrees to inform the Association of any changes or additions to Board policies.

G. Curriculum Council

1. The Board shall establish a Curriculum Council. The purpose of this Council shall be to initiate and recommend policies affecting the nature and design of the instructional program of the district. As a part of its responsibilities, the Council shall:
 - a. Develop recommended criteria for the ongoing evaluation of all instructional programs;
 - b. Annually review and recommend policies concerning all testing programs and instructional management systems;
 - c. Promulgate other recommended policies relating to the district's instructional programs and curriculum.

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

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

H. Subcontracting

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

implementation.

I. Agency Shop

1. On or before the 30th of September of each year, the Association shall notify the Board of the amount of annual dues payable by members of the Association and the service fee amount payable by nonmembers pursuant to Section 10 (1) I and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in twenty (20) equal installments, as nearly as may be, from the paychecks of all employees who have of that date, authorized such deductions. The Board shall promptly remit such amounts to the Association treasurer.
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 uniformly calculated fee to the Association; provided, however, that the teacher may authorize payroll deduction from such fee in the same manner as provided above. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding article, the Board shall, at the request of the Association, deduct the fee from the teacher's wages and remit same to the Association.
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.
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.
 - (4) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
- H. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE III
PROFESSIONAL COMPENSATION

A. Salaries

- 1. The salaries of teachers covered by this Agreement are set forth in Appendix A, Table 1 which is attached to, and incorporated in this Agreement. Such salary schedules shall remain in effect during the term of this Agreement. After the expiration of this contract, there will be a salary freeze until negotiations are completed.
- 2. Additional hours (BA + 20; MA; MA + 15; MA + 30 or Specialist, or Doctorate Degree)

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

trimester or the earliest possible pay in February. Any over-payment made by the district for lack of receipt of an official transcript after the above dates, shall be deducted from the employee's first pay following those dates, unless other arrangements have been made. This provision shall have prospective effect.

B. National Board Certification

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

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

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

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

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

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

NBC members will be expected to assist the district in professional development activities.

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

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

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

individual member, and the district.

C. School Calendar

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

1. Contractual Days – There shall be 180 contractual days consisting of student days and professional development days.
2. Contractual Days New Staff – New staff contractual days will be provided and may be scheduled by mutual agreement of the administration and the LEA president. These days, shall be compensated according to Appendix A, Table 4 of the contract (Curriculum Workshop).

D. Other Salary Benefits

1. Teacher Pay Period – Teachers shall be paid every other Friday. The first pay date is: September 3, 2010.

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

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

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

4. Other Payroll Deductions – The Board agrees to make voluntary payroll deductions, upon written authorization, from the salaries of teachers for the following: (1) Insurance Benefits; (2) Approved Tax Deferred Annuity Plan. Any banking or credit union institution which participates in electronic

transfer of funds; (3) United Way; (4) Voluntary political action contributions to MEAPAC and the NEA Fund for Children and Public Education; (5) LEA dues; (6) Grand Rapids city tax; (7) LEA scholarship; (8) LAS Education Foundation; (9) Teacher purchased retirement service credit; (10) Flexible Spending Accounts; (11) MESP (Michigan Educational Savings Plan); (12) Other mutually agreed upon deductions for the purposes intended must be approved by the Board and Association.

5. Insurance

a. **MESSA Pak Plan A:** The Board will pay full monthly rate amounts for each teacher and their eligible dependents who choose Care Choices II and does not have health care insurance from another source. Teachers who elect Super Care I shall pay the difference in the cost of the premium between Care Choices II and Super Care I via payroll deduction. The employee may elect to make the payroll deduction through a Section 125 Plan.

PLAN A

Health	<u>Option 1</u> MESSA Choices II - \$10/\$20 Rx Card <u>Option 2</u> Super Care I - \$10/\$20 Rx Card, beginning March 1, 2006
Long Term Disability	66 2/3% \$4,000 Maximum Monthly Income Benefit 90 Calendar Day Benefits shall begin after the exhaustion of the employee's accumulated sick leaves (plus days from the sick bank, if any) or expiration of 90 calendar days of disability accumulated in any twelve (12) consecutive months. Only the last three days of the waiting period need be consecutive and for the same condition.
Vision Service Plan Plan Year July 1 to June 30	VSP 3
Delta Dental Plan Year July 1 to June 30	100% Class IA; 90% Class IB; 90% Class II; 75% Class III \$2000 Class I&II Yearly Maximum; \$3000 Class III Lifetime Maximum Coordination of Benefits Suffix -50/50/50: \$3000
Negotiated Life	\$30,000 with AD&D

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

***Plan B**

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

In addition, participants will receive \$453 cash in lieu of health insurance. This amount will increase annually by the annual MESSA increase.

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

The district shall provide \$34,000 for a prescription drug pool for reimbursement to LEA/LESPA employees for excess prescription costs. This \$34,000 will include the remaining balance as of 06/03/2007*. This amount is to cover 2007-08 and 2008-09 contract years. Payroll deductions may be required to replenish the pool for LEA & LESPA members who have health insurance coverage through LAS.

Payroll deduction will be allowed for LEA & LESPA members who have health insurance coverage, if needed, to replenish the pool.

c. **General Provisions**

- (1) The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve month period commencing September 1 and ending August 31 of each year.
- (2) The open enrollment period shall be jointly established by the Board, the Association and MESSA whose new annual rates begin July 1 of each year. The Board shall be responsible for providing insurance information including applications and claim materials.

- (3) In the event an employee is disabled through an injury or illness covered by Worker's Compensation, all employee benefits shall continue for the duration of the disability equal to the number of years the teacher has been employed by the Board, but not less than one (1) year, and not for a duration of more than three (3) years. Benefits may be extended at the discretion of the Board.
- (4) An employee who is hired with an effective first work day after the first required work day of the school year shall be entitled to employee benefits from the first day the employee reports to work.
- (5) In the event an employee dies during the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through the following August 31st. If the employee dies after the completion of the school year, and providing the policy permits continued dependent coverage, the Board shall continue payments of the applicable premiums through August 31st of that year.
- (6) In the event an employee, voluntarily or involuntarily, terminates his/her employment with the district, the employee, spouse, and dependent children should be entitled to eighteen (18) months of continued coverage, at the employee's expense, if the qualifying event is due to termination of employment or a reduction of hours. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

d. Flexible Spending Account

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

E. Substitute Teachers

1. Employment of Substitutes – No teacher shall employ or pay her/his own substitute.
2. Use of Substitutes – Neither a student teacher nor his/her supervising teacher shall be used as a substitute for another regular teacher.
3. Years of Service – Night school teaching and substitute teaching do not count toward “years of service” for determining step advancement.

4. 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 \$18.00 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.

F. Part-Time Teachers

1. Part-time teachers at the secondary level shall be paid on the trimester basis of 1/5 for each instructional period, including proportionate conference hour time; i.e., one period = 1/5; 2 periods = 2/5; etc. Part-time teachers at the elementary level shall be prorated on a regular teacher full day and the amount of time taught.
2. 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.
3. Part-time teachers shall receive full credit on the salary schedule.
4. Insurance and other benefits shall be prorated for all part-time teachers on the same basis as their pay unless prohibited by the insurance underwriter. In such case the Board will contribute the pro rata amount and teacher will contribute the balance of the premium necessary to receive 100% benefit coverage.
5. Part-time teachers shall be charged for the use of sick leave on the same basis as they accumulate such leave.
6. Part-time teachers will have the full amount of Association dues deducted and the proportionate amount of MEA and NEA dues deducted upon written authorization.

G. Extra Teaching Load

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

H. Automobile Allowance

Teachers required to drive their personal automobiles in the course of their employment on approved school business will be reimbursed at the current IRS rate. Teachers using their automobiles shall have the approval of their principal and submit an expense reimbursement form for the mileage involved not later than ten (10) days after the last day of school for the year in which the expense was incurred.

I. Professional Improvement

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

J. Reimbursement for State Required Re-certification

The Board will reimburse teachers for the cost of state required re-certification, upon receipt of a completed expense reimbursement form accompanied by documentation verifying the expenditure. It will be the responsibility of the employee to provide verification of application for renewal and submit proof of payment to the Superintendent or designee no later than August 1 (expiration year of certificate).

K. Reimbursement for Classes

The Board shall provide up to \$6,000 per year for reimbursement of classes which apply toward the 18 hour state requirement for probationary teachers, under the following conditions: (1) graduate classes taken from an accredited institution as part of a planned program; (2) if classes are not part of a planned program, they must be approved in advance by the Superintendent or designee; (3) requests for reimbursement shall be provided to the business office no later than June 15, accompanied by a transcript verifying completion; (4) a maximum of \$6,000 will be available to be shared among all those who have applied by June 15, but the amount paid to one individual shall not exceed the cost of the classes taken.

L. Classroom Budgets

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

**ARTICLE IV
TEACHING HOURS**

A. Duty Hours

1. Teachers shall be required to spend a total of twenty (20) minutes before or after school or any combination thereof (except on Fridays or on days preceding holidays or vacations when the total time shall be fifteen (15) minutes) to be determined by mutual consent of the building administrator

and teachers. Should teachers not be able to arrive on time due to circumstances beyond their control, they shall notify the building principal to that effect. The pupils' school day shall be approximately 6-1/2 hours, including lunch period. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultation with parents when scheduled directly with the teacher.

2. Middle School teachers on a six-period day shall be provided no less than 52 minutes of uninterrupted planning time each day, excluding passing time to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities.

In the case that Middle School teachers are on a schedule which involves teaming, they will be provided, when possible, with a minimum of ninety (90) continuous minutes of preparation time per week. One block of forty-five (45) minutes will be used for team preparation within the grade level team to discuss student progress, conduct student conferences, conduct parent/teacher conferences, and plan grade-level activities. The second block of forty-five (45) minutes will be for personal preparation to plan lessons, grade papers, and other professional activities. Elective teachers will be provided with a minimum of eighty-five (85) minutes of preparation time per day. One block of thirty-five (35) minutes will be in the morning and will not involve hall duty of the teaching of a Contact Class. The second block of fifty (50) minutes will be attached to the thirty (30) minute duty free lunch period for a total of eighty (80) minutes uninterrupted.

3. The Board shall have the right to choose an alternate schedule for the Middle School, consistent with the 2004-05 Middle School Pilot Program. In the event an alternate schedule is chosen, Article IV, A2 shall not apply.
4. Teachers in grades K through 5 shall be provided preparation or conference time of not less than 200 minutes per week which shall not overlap any recess or lunch time, to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities. Elementary Essentials in art, computer, music and physical education, etc. may be used to provide some or all of this time.
5. High School teachers on a trimester schedule will be provided with a minimum of 350 minutes per week, excluding passing time, to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities. Teachers will not be required to teach more than 4 classes each trimester.
6. Alternative Education teachers shall be provided one (1), fifty-five (55) minute period per day, excluding passing time, to be used for parent and/or student conferences, grading of papers, lesson planning and other

professional activities.

B. Lunch Period

1. Elementary teachers shall have a thirty-five (35) minute continuous lunch period which shall be duty-free.
2. Secondary teachers shall have a thirty (30) minute continuous lunch period which shall be duty-free.

C. Student Contact Time

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

D. Essential Personnel

1. Essential Area Personnel Defined – Essential Personnel include teachers of physical education, music, basic skills coordinators, counselors, speech pathologists, alternative education teachers as identified in Article I, Section A., school psychologists, teacher consultants, social workers, occupational therapists, library media specialist, elementary foreign language, and the school nurse.
2. Duty Hours – Duty Hours for Essential Area Personnel – Education support services staff and High School Counselors requested by the district to work beyond the 180 contractual days and the parent-teacher conference time shall be paid at their per diem rate for such days.
3. Lunch Period – Essential Area Personnel shall have thirty (30) consecutive minutes of duty-free lunch. Travel between buildings shall not be scheduled during the lunch period.

E. Parent/Teacher Conferences for Kindergarten

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

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

ARTICLE V
TEACHING LOADS & ASSIGNMENTS

A. Recess Periods

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

B. Teaching Scope

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

C. Change in Teaching Assignment

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

D. Notification of Intent to Resign/Retire

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

E. Release from Assignment

A teacher engaged during the school day in negotiating on behalf of the Association or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

F. Playground Supervision

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

G. Released Time

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

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

1. For days one through five, Board pays the teacher's salary and the

salary of the substitute.

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

H. Assemblies

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

I. Educational Initiatives/Pilot Projects

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

J. Job Share

Two teachers desiring to share a teaching position may make application to the building principal/assistant superintendent. Such application shall be made by April 1 of the current school year for the next school year and shall include a written proposal regarding hours of work, job duties, in-service, conferences and division of responsibilities. The Superintendent or designee and building principal shall meet with the applicant to discuss the proposal and a decision granting or denying the proposal shall be in writing within fourteen (14) school days. This decision shall be final and non-grievable. No job share shall be permitted if the arrangement will in any way adversely affect the seniority, layoff or recall rights of another employee, including those on layoff. In such situations, the adversely affected teacher(s) and the Association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said teacher(s) or the Association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the employee.

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

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

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

K. Distance Learning

No distance learning class shall duplicate any class offered during the regularly scheduled school day. Related issues involving distance learning will be monitored and addressed as the need arises.

**ARTICLE VI
RIGHTS OF THE BOARD**

A. Board Rights

1. The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
2. Hire all teachers and, subject to the provisions of law, determine their qualifications and the conditions for their employment or their dismissal or demotion and to the promotion or transfer of all such employees.
3. Establish levels and courses of instruction, including special programs, and to provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
4. Decide upon the means and methods of instruction, the selection of textbooks, and other teacher materials, and the use of teaching aids of all types.
5. Determine class schedule, hours of instruction, and the duties, responsibilities and assignments of employees with respect thereto and with respect to administrative and non-teaching activities.
6. The exercise of the powers, duties, and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

B. Mutual Concerns and Issues

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

**ARTICLE VII
TEACHING CONDITIONS**

A. Evaluation of Buildings and Equipment

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

B. Professional Responsibilities

1. Staff Meetings - There will be no more than fifteen (15) hours of staff meetings (ten (10) of which will be general staff meetings and five (5) of which will be department or grade level meetings). These meetings will be scheduled two (2) school days in advance. The Association will encourage prompt attendance.
2. School Activities - Each teacher is expected to attend building activities as scheduled by the Administration (excluding parent/teacher conferences*) up to a maximum of four (4) afternoons or evenings per year. Attendance shall be mandatory provided the teacher's attendance is scheduled one (1) month in advance. Activities which are known will be posted in September and teachers permitted to volunteer for them. Assignments shall be made by the building administrator from among such volunteers where appropriate.

*Note:- Parent/Teacher conferences will constitute one (1) evening obligation.

C. Equipment

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

D. Staff Rooms

Insofar as possible, staff rooms and lavatories shall be conveniently available for

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

E. Teacher Paraeducators

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 paraeducators and clerical employees are useful and necessary in order to implement this principle. The Association agrees to assist the Board in determining the needs that exist. Where other reasonable means can be implemented, teachers shall not be expected to perform the many quasi-clerical tasks that have become part of the school program.

F. Class Size

Regular Education Classes

<u>Grade</u>	<u>Class Size</u>	<u>Pro Rata Relief</u>	<u>First Trimester 1/2 time Aide, if requested</u>
K-2	23	26	27+
3-4	25	28	29+
5	26	29	30+
6-8	28	31	33+
9-12	30	33	35+
9-12 (Alt. Ed.)	23	26	28+

Multi Grade (Split) Classes

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

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

secondary physical education.

G. Team Teaching

1. A review committee consisting of the building principal, a representative from central office, a regular education teacher, and a special education teacher will meet to review concerns regarding the ratio of special needs students to regular education students in all classes where a concern exists. To the extent possible, adjustments will be made to provide the most effective learning groupings for the entire school.
2. Unless mitigating circumstances exist, first year regular education teachers will not be assigned to team taught classes.
3. Teaming assignments will be determined as soon as possible during the scheduling process. When possible and practical, teams will be assigned a common planning period in order to maximize the effectiveness of the team taught classes. Release time, as approved by the building principal, will be provided when common planning time is not available.
4. Every effort will be made to have teams that are compatible.

ARTICLE VIII
VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies

1. Publicize Vacancies - Whenever any vacancy in any professional position (including administrative positions) in the District shall occur, the Board shall publicize the same by giving written or e-mail notice of such vacancy to the Association and each individual teacher, and provide for a posting in a teacher common area of every school building for five (5) business days, effective August 1 through the last day of school and ten (10) business days, effective the first day of summer break through July 31. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted as described above.
2. Filling Vacancies - A vacancy—shall be defined as any position which is open and to be filled, after the Board has exercised its rights to transfer as defined in Article V, section C. Internal applicants rejected for posted positions may request explanations as to why they were not selected. All internal applicants for a vacancy shall be granted an interview. If the applicant is denied the position, the employee will be provided, upon request, a written explanation, including reason(s) for denial.

B. Transfers

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

C. Promotions

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

**ARTICLE IX
LAYOFF AND RECALL**

A. Lay Off Procedure

Seniority - The term "seniority" as hereinafter used shall be length of continuous service with the Board. Seniority shall not be transferable from one bargaining unit to another. Starting with any new hires effective September 1, 1993, the employee's seniority shall begin with the signing of the contract, which will be date-and-time-recorded. Current employees' (prior to September 1, 1993) seniority will remain as it is with the current seniority list (August, 1993). Any dispute as to a member's official date prior to August, 1993 will be determined by the earliest date that either the Board took official action to hire or the member signed his/her contract, whichever came first. Any employee hired after June 1, 1999, shall have a seniority date of the date Board action is taken to hire. If more than one employee is hired on the same date, a drawing will be held to determine placement on the seniority list.

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

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

1. Professional qualifications and certification as approved by the Department of Education of the State of Michigan:
 - a. "Certified" for purposes of this Article shall mean having a provisional, continuing, permanent, or official certificate, appropriate to the teaching level. Certification must be held by the teacher at the time the lay off occurs;

- b. Qualified shall mean:
 - (1) Possessing a major or minor appropriate to the teaching assignment or a sufficient number of credit hours in that academic area to meet accrediting agency standards; and
 - (2) In the case of music, art and physical education, seniority shall be K-12 and not by grade level.
- 2. Length of service (seniority) in the Lowell Area Schools.
- 3. Where other considerations are relatively equal, length of service (seniority) will be given primary weight in selecting the teacher(s) to be retained. The Board shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the thirtieth (30th) day of ^September of each year.

B. Personnel Lay Off

The parties hereto, realizing that education, curriculum, and staff to a large degree depend upon the economic facilities available to the Board as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum, and staff, hereby agree as follows:

- 1. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce the educational program and curriculum. Before any such reduction, the Board shall give the Association an opportunity to offer suggestions.
- 2. In order to promote an orderly reduction in personnel when the educational program and curriculum are reduced, the following procedure will be used:
 - a. The Association will be involved when any layoffs need to occur. The Association and Board will work together in order to ensure that the identified procedure is followed.
 - b. Any teacher who has acquired tenure, and whose position has been eliminated, will replace a probationary teacher, if certified and qualified to fill the position. Seniority and certification requirements will be followed when considering layoffs.
 - c. In the event tenure teachers must be laid off, lay off will be on the basis of seniority, provided the more senior teachers are certified and qualified for the remaining assignments. It is expressly understood that the Association shall have a right to review the lay off list prior to notification of the individuals to be laid off. In the event

of a dispute concerning the lay off list, the Association may, within five (5) days, request a review with the Superintendent. If the dispute is not resolved, the Association shall have the right to file a grievance.

- d. In the event any teacher is given notice of lay off from his/her position, he/she shall give notice of his/her desire to displace a teacher with lesser seniority on forms provided by the Superintendent within seven (7) calendar days after notification of lay off.
- e. Notification will be given as soon as reasonably possible but not less than 30 calendar days' notice shall be given to teachers who are to be laid off. Such notice shall be in writing by certified mail with a copy to the Association.

C. Recall

- 1. Laid off teachers shall be recalled in order of seniority to the first vacancy for which they are certified and qualified. No new teacher shall be hired to fill a position for which a laid off teacher is certified and qualified.
- 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 fifteen (15) calendar days during the summer of the receipt of a written offer of a position made by the Board shall be considered resignation. Probationary teachers will remain on a recall list for three (3) trimesters. Probationary teachers may retain their right to recall and seniority for an additional three (3) trimesters by notifying the administration in writing of their desire to remain on the list, prior to the expiration of the original first three trimesters. Tenured teachers will remain on the recall list for three (3) years, as required by state statute. They must also provide the administration with current information on address and phone number.

The Board shall not be required to prorate a full-time position between one or more teachers who were laid off from part-time positions to satisfy the recall requirements.

- 3. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address, certification or qualification.
- 4. The names of all laid-off teachers will be sent to each building as priority

substitutes. The classroom teacher may have the laid off teacher's name removed from his/her priority list. The laid off teacher may also elect to remove his/her name from any substitute list.

5. Recalled teachers shall be entitled to all sickness and leave benefits as they had accumulated prior to lay-off. Previous utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

D. General Provision

1. Teachers laid off during a school year shall receive fringe benefits through the MESSA layoff benefit plan. Any teacher not eligible for the MESSA layoff benefit will be covered by the District for two (2) months.
2. A laid off teacher may continue his/her health, dental and life insurance benefits by paying monthly the normal per subscriber group rate premium to the Board, if permitted by the carrier, and as provided for by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
3. During a period of impending layoffs, the Board agrees to grant all requests for voluntary leaves of absence to teachers who make such requests, in those areas that diminish the number of positions which need to be reduced.

**ARTICLE X
RETIREMENT/SEVERANCE**

A. Payout of Unused Sick Days

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

School Year	Formula
2007-08	Unused sick days x years of service in the Lowell Area Schools x \$0.95
2008-09	Unused sick days x years of service in the Lowell Area Schools x \$1.00

Note: This money will be paid through a 'Special Pay Plan'.

B. Early Retirement Incentive

1. An employee who qualifies for retirement under the Michigan Public School Employees Retirement system and actually retires from active employment with the Lowell Area Schools may, if otherwise eligible, elect to participate in the early retirement incentive below.

2. General Conditions:

- a. Voluntary Participation - Participation in the early retirement incentive option is completely voluntary on the part of the teacher.
- b. Waiver - To receive the early retirement incentive payment from the District, the teacher must waive, in writing, any and all claims against the Board, its agents and employees, including claims arising under the Michigan Tenure Act and the federal Age Discrimination in Employment Act. The Separation Agreement forms, including the waiver provisions, are attached to the contract as Appendix C.
- c. Limit on Participants - No more than five (5) employees will be approved for Board-paid retirement incentive per year. If more than five (5) requests are received, the first five (5) received will be honored. If requests are received on the same day, bringing the total number of requests to more than five (5), a drawing among those applicants, witnessed by the Superintendent or designee and an Association representative, will be held to determine the final eligible candidates.
- d. Retirement Notification - On or before January 15, the District will provide each eligible teacher with notice of eligibility to participate. Eligible employees who desire to participate must return their signed Separation Agreement (Appendix C), with a signed letter of resignation, to the Superintendent of Schools on or before April 1.
- e. Association Notification - The Association will be notified by the Superintendent as each request is returned.
- f. Unemployment Compensation - Teachers –electing an Early Retirement Incentive will not be eligible for unemployment compensation.
- g. Contrary to Law - In the event that any provision of this retirement option is found to be contrary to law, that early retirement provision shall be canceled.

Incentive-Purchases of MPSERS Service Credit

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

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

27 Years The amount necessary to purchase three years of service

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

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

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

Note:

- (1) Those qualifying for purchase of military service credit will receive the number of years that can be purchased with above listed percentages;
- (2) For staff members who are eligible for the early retirement incentive but have already purchased the maximum number of years allowed by MPERS, the following formula shall be used for payout of unused sick days:

2010-11 – Unused sick days x years of service in the Lowell Area Schools x \$1.90

**ARTICLE XI
LEAVES**

A. Paid Leaves

1. Each teacher shall have seventeen (17) days of sick leave (see Article III Section F for part-time teachers) credited at the beginning of each contract 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 seventeen (17) days of sick leave which were credited at the beginning of the school year prorated.

2. **Child Care Leave**

Normally, up to six (6) weeks of sick pay may be used, beginning with the date of birth or adoption of a child. This time may be extended either before or after the birth of a child under doctor's orders. Under extenuating circumstances, an extension to the six (6) weeks may be given for the adoption of a child.

3. **Acceptable Use of Sick Leave**

- a. Only illness or disability and emergency medical procedures of the employee (also see "Child Care Leave"), or the employee's family, are covered by this sick leave policy. Doctor appointments are to be scheduled outside the school day, whenever possible. Sick days may be used for all doctor visits which cannot be scheduled outside the school day or during vacation periods. Use of sick days for illness in the family shall be limited to ten (10) sick days a school year. The superintendent or designee may grant extended use of consecutive sick days if extenuating circumstances exist.
- b. For purposes of sick leave, "family" shall mean an employee's spouse or child. Sick leave may, however, be used in the case where an employee's parent, brother or sister are involved if the employee's personal leave for the year has been exhausted. The superintendent or designee may grant the consecutive use of sick days for family illness if he/she determines extenuating circumstances exist.
- c. **Reporting Illness**
Teachers shall call a central number at the earliest possible time but not later than 7:00 a.m. for elementary teachers and 6:30 a.m. for secondary teachers on the day of the absence if they are unable to teach that day. It shall be the responsibility of the administration to arrange for a substitute teacher.
- d. **Medical Verification**
The Administration, at its discretion, may require medical verification of ability to return to work for any absence in excess of three (3) consecutive working days.
- e. **Misuse**
Any misuse of sick leave could subject the employee to any or all of the following:
 - (1) A verbal or written reprimand and a loss of pay for the time missed.
 - (2) For serious and repeated offenses, discipline up to and including discharge, may occur.

4. **Pooling of Sick Leave**

Employees belonging to the LESPA and LEA bargaining units, administrators, and central office staff who have a minimum of thirty six (36) accumulated days may pool sick leave days and contribute them to another employee (including pregnancy-related disabilities) who has exhausted his/her accumulated sick leave days. However, an employee

may not contribute more than one (1) day of sick leave to an individual employee within a given school year. He/she may contribute to more than one (1) individual within a given school year. An employee may receive only as many sick days as they had accumulated at the onset of the illness. The sick pool committee may review extreme circumstances not addressed in this section on a case by case basis. Sick days given shall not exceed the number required to get an individual to qualify for long term disability where applicable. For purposes of this section only, all “days” shall be equal regardless of hours worked or rate of compensation.

a. Sick Pool Committee

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

b. Waiting Period

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

c. Exclusive Power

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

d. Guidelines for Use of Pooled Days

1. Extended serious illness/condition, which may require a physician’s verification.
2. Pooled sick days are for a specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
3. Pooled sick days are drawn at random, to be given to the affected employee. Those days not drawn are returned to the original donor.
4. Original requests to use “Sick Pool” days must originate through the appropriate Association President or his/her designee.
5. Pooled sick days are not intended to be used for short term, intermittent illness.

5. Workers' Compensation

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

B. Bereavement Leave

1. Up to five (5) days, as needed, shall be granted for bereavement per family member death. If extenuating circumstances exist, an extension may be granted to this timeline by the Superintendent or designee. Such days will be deducted from sick leave.
2. For purposes of bereavement leave, “family” shall be defined as: fiancé, spouse, child, parent, brother, sister, grandparent, grandchild, or spouse’s parent, brother, sister, or grandparent, or immediate in-laws (i.e. brother-in-law, sister-in-law of either spouse) or a member of the employee’s household.
3. For the death of non-family members, personal leave or unpaid days must be used.

C. Personal Leave

1. Amount of Personal Leave

Eight (8) days of the sick leave are available to each employee for personal business. No more than two (2) personal business days may be used in succession, but such days can be used in succession to extend one weekend (excluding dates during the month of September and time after Spring Break and holidays). Any exception must be approved in advance by the Superintendent or designee. If all eight personal days are not used in the school year, one personal day shall be carried over to the following year. An employee may not accumulate more than 4 personal days (5 days for kindergarten teachers where release time is not given in accordance with Article IV, Section E), and any unused personal days will accumulate as sick days.

2. Notification

Notification of personal leave must be received by the payroll office by email or appropriate form at least two (2) days prior to the leave. Emergencies will be handled through a telephone call to the employee’s supervisor prior to their reporting time.

3. Personal Day Use Exceptions

Up to five percent (5%) of the total teaching staff covered by this contract will be eligible to apply to utilize one (1) personal day to extend a regularly scheduled vacation period as established in the school calendar. (This is intended to include all vacations, not 5% per separate vacation period.) Eligible staff must apply in writing, stating the vacation they wish to extend, prior to August 1 each year. A random drawing will determine those selected. Spots not filled will be on a first-come, first-serve basis following the August 1 drawing date. Staff granted vacation extensions will not be eligible for the following year, unless spots go unfilled. Unpaid days may not be used in conjunction with a personal day to extend a holiday. An

additional five (5) days will be provided for emergency situations, and may be granted upon joint agreement of LEA President and the Superintendent or designee.

D. Unpaid Leave

1. Medical Leave

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

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

2. Extended Unpaid Leave

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

3. Child Care Leave

Unpaid child care leave will be granted as provided in the FMLA for no less than the balance of a semester and no more than two (2) additional semesters. Leave which extends beyond the twelve weeks allowed under the FMLA shall be considered unpaid leave, and shall be subject to the unpaid leave provisions as noted above.

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

4. Provisions for All Unpaid Leave

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

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

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

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

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

E. Career Exploration Leave

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

F. Short Term leave

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

G. Family and Medical Leave Act

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

H. Jury Duty/Subpoena

Teachers summoned for jury duty or as a witness in a legal case pertaining to

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

I. Military Leave

Employees called up to military duty will be granted a leave of absence. The employee must provide official documentation to the Superintendent or designee from the military specifying daily pay, housing allowance, and military orders in advance of the military leave of absence.

The District shall supplement the daily basic pay and housing allowance received during the absence for each day absent from Lowell Area Schools employment up to a level which is equal to the per diem amount that the employee would have received if he/she was not called into active duty. The District shall continue health benefits that he/she was receiving when called into active duty, for a period of 31 calendar days.

Upon returning from active duty, the employee shall return to the same or similar position that he/she would have retained if employment had not been interrupted by military service.

ARTICLE XII
TEACHER PERFORMANCE APPRAISAL AND OBSERVATION

A. Monitoring

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

B. Evaluators

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

C. Procedures

Formal appraisals of all teachers shall be in writing. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes.

D. Non-tenured Teachers

The teaching performance of non-tenured teachers will be observed and a written evaluation prepared at least two (2) times each school year. The first written appraisal shall be made no later than December 15, and the second shall be

conducted prior to March 15.

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

E. Tenured Teachers

Tenured teachers shall be evaluated when performance seems to warrant it, but at least once every three (3) years.

F. Personal Conference

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

G. Signed Copy

A signed copy of the written appraisal shall be submitted to the teacher at the time of the personal conference. A copy shall then be signed by the teacher indicating completion of the conference, and returned to the administrator. In the event that the teacher feels his/her appraisal was incomplete or unjust, within fifteen (15) school days following the personal conference, he/she may put his/her objections in writing and have them attached to the appraisal to be placed in the teacher's personnel file. In addition to a written response, the teacher may appeal the content of an appraisal to the Superintendent or designee for review and possible adjustment. All appraisals shall be based upon valid criteria for evaluating professional performance and growth.

H. Content

Negative comments or other criticisms in the appraisal of a teacher should be fully discussed with the teacher. Assistance shall be provided to help the teacher achieve any suggested improvement, including the offer of a mentor teacher, regardless of tenure status. All suggestions for improvement of the teacher's performance shall be included in the Teacher Feedback Sheet. In subsequent appraisal reports, failure to again note specific deficiencies shall be interpreted to mean that the teacher has made adequate improvement.

I. Informal Observations

Informal observations of the teacher's performance may be made by administrative personnel from time to time. If any written record of such observation is used in connection with a disciplinary matter or the appraisal 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 ten (10) 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 appraisal procedure set forth above and shall not alone constitute just cause for discipline based on quality of professional services.

J. Grievance of Evaluation

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

K. MEAP Answer Sheet

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

**ARTICLE XIII
PROTECTION OF TEACHERS**

A. Teacher Support

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

B. Assault on Teacher

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

1. Legal Protection - If a teacher is complained against or threatened with civil court action by reason of disciplinary action taken against a student, which is consistent with Board policy and reasonably within the scope of the teacher's employment, the teacher involved will receive assistance from the Board in such matter, including financial aid for the services of legal counsel. The Board will inform the Association of action being taken, allowing the Association representation, if requested by the teacher.

2. Student Discipline - It is understood that under Public Act 52L of 1988 (MCL 380.1312), as amended, all corporal punishment or threat of corporal punishment is banned. The Board will develop an appropriate policy consistent with the above law inclusive of alternative disciplinary measures and provide each teacher with a copy as soon as possible or by the beginning of the school year.

C. Lost Time

Time lost by a teacher in connection with any incident mentioned in this Article

shall not be charged against the teacher if it is determined the teacher is not at fault by a court of competent jurisdiction.

D. Teacher Liability

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

E. Employee File

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

F. Complaints Against Teacher

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

G. Teacher Representation

Disciplinary action shall be resolved as early, as informally, and as confidentially as possible. A teacher will be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present, except in a situation of a serious nature warranting immediate action by a member of the administration. In the event of an emergency, the Association will be informed at the earliest possible time to allow representation.

H. Teacher Rights

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

I. Flu Shots

The District shall provide flu shots on site to all employees on an annual, voluntary basis without cost to the employees.

ARTICLE XIV
NEGOTIATION PROCEDURES

Resolving Problems/Letters of Understanding

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

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

ARTICLE XV
PROFESSIONAL GRIEVANCE PROCEDURES

A. Definitions

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

B. Procedures

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

1. LEVEL ONE - A teacher- group of teachers, or the Association believing that there has been a violation shall, within ten (10) school days of its alleged occurrence, orally discuss the grievances with the building Principal and the representative of the Association in an attempt to resolve the matter. If no resolution is obtained within five (5) school days following the discussion, the grievant shall express the grievance in writing and process in accordance with Level Two.
2. LEVEL TWO - If the meeting is with the school principal and the parties cannot agree, the grievance shall promptly be transmitted to the Superintendent who shall have five (5) school days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent, he/she shall have ten (10) school days from receipt to approve or disapprove it. An Association, or a group grievance may be submitted directly to the Superintendent. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal

or in the first instance, the Superintendent shall answer the grievance in writing and the grievance with the answer shall be transmitted to the Association.

3. LEVEL THREE - If the decision of the Superintendent is not satisfactory to the Association, the grievance may be submitted within twenty (20) school days to arbitration before an impartial arbitrator selected by the parties.
 - a. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the Arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board and to the Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by Legislative Act.
 - b. If any teachers for whom a grievance is sustained shall be found to have been improperly reprimanded or improperly deprived of a position, or unjustly discharged, the arbitrator will have authority to reinstate the teacher, with full reimbursement for all compensation lost. The costs of any arbitration under this article shall be shared equally by the Board and the Association.
 - c. It is expressly understood that the grievance procedure shall not apply to those matters from which statute authorizes specific remedy, such as the Tenure Teacher Act.
 - d. It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein. If the administration at any step fails to respond in a timely manner, the grievance will be considered denied and may be moved to the next level. Failure of the grievant to meet any time limits will result in the grievance being considered as withdrawn.
 - e. In the event a grievance is filed after May 1st of any year and strict adherence to the time limits may result in hardship of any party, the Superintendent shall use his/her best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. If the grievance is processed to arbitration, the parties may submit the grievance to expedited arbitration under the rules of the

American Arbitration Association.

C. Building Representative

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

D. Limitations of the Arbitrator:

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

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

**ARTICLE XVI
MISCELLANEOUS PROVISIONS**

A. Matters Contrary to Agreement

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. Individual teacher contracts shall be made expressly subject to the terms of the Agreement covering the year of the contract. The provisions of this Agreement shall be incorporated into, and be considered part of, the established policies of the Board.

B. Matters Contrary to Law

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

C. Copies of Agreement

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

D. Professional Conferences

1. In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency, and to enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings.

2. A budget in each building for professional conferences shall be established. The Association shall have the right to request budget information concerning conference expenses.
3. Reimbursable Expenses - Travel, meals, lodging, and registration fees shall be deemed appropriate expenses reimbursable by the Board, as pre-approved by the building administrator.
4. Professional Development Committee – Building principals will work with their school improvement teams to plan appropriate professional development activities.

E. Tuberculosis Examination

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

F. Current Information

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

G. School Closings

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

ARTICLE XVII
NO STRIKE

During the term of this Agreement, neither the Association nor any employee in the bargaining unit will authorize, call or participate in any strike, picketing or any other activity which interferes with or disrupts the customary and normal functioning or operation of the Lowell Area Schools.

ARTICLE XVIII
DURATION OF AGREEMENT

A. Effective Dates

This Agreement shall be effective as of September 1, 2010 and shall continue in effect through August 31, 2011.

B. Expiration Limits

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

BOARD

LOWELL EDUCATION ASSOCIATION

By _____
President

By _____
President

By _____
Secretary

By _____
Chief Negotiator

By _____
Superintendent

APPENDIX A

Table 1

2010-2011 LEA Salary Schedule

Step	BA	BA+20	MA	MA+15	MA+30	PhD
1	38,294	38,784	42,005	42,614	45,031	47,071
2	38,393	38,979	42,214	42,827	45,256	47,306
3	39,996	40,998	44,300	45,100	47,503	49,646
4	41,601	42,603	46,300	47,300	49,899	52,049
5	43,196	44,409	48,500	49,702	52,302	54,457
6	45,212	46,185	50,575	52,100	54,701	56,463
7	47,216	48,419	52,902	54,503	57,101	59,472
8	49,223	50,623	55,099	56,703	59,304	61,678
9	51,430	53,719	57,302	58,903	61,505	64,082
10	53,833	55,233	59,555	61,301	63,900	66,493
11	56,439	57,642	62,305	63,900	66,504	69,300
12	59,192	60,610	65,698	67,319	69,955	72,605
16	60,736	61,948	66,717	68,339	70,908	73,498
19	61,626	62,837	67,610	69,232	71,871	74,461
22	61,911	63,110	68,499	70,123	72,761	75,351
25	62,793	63,994	69,393	71,015	73,652	76,244
28	63,677	64,877	70,284	71,907	74,542	77,136
31	64,557	65,758	71,105	72,797	75,434	78,026

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

After the expiration of this contract, there will be a salary freeze until negotiations are completed.

APPENDIX A
Table 2

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

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

4. Step placement of coaches moving from one sport to another sport shall be determined by the coach and the athletic director.

APPENDIX A

Table 3

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

******Curriculum ad hoc committee may be formed to complete curricular goals established by DLTs and coordinated by the District.-See Appendix H.**

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

** High School Departments:

- Math
- Science (Ag. Science)
- Social Studies
- Language Arts
- Special Education (Soc. Worker and Teacher Consultant)
- Careers (Business, Life Management, Tech, STC, SSC)
- Humanities (Art, Drama, Music, Foreign Language)
- Physical Education and Athletics
- West Team Lead
- East Team Lead
- School Improvement Chair

Department chair requirements are a minimum of five (5) years of teaching experience, a minimum of two (2) years at Lowell High School, must be tenured, and must teach a majority of his/her assignment in the department. Positions will be posted one semester in advance. All decisions will be made by the principal, after reviewing applications. Each appointment will be a two (2) year term, on a staggered basis. An incumbent may apply for a second (2nd) term, but will not be offered a third (3rd) term until the position has been offered to all other qualified applicants.

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

APPENDIX A

Table 4

Hourly Rates	2010-11
Curriculum Workshops New Staff Orientation (held outside normal School year)	\$23.69
Driver's Education	\$23.69
Intramurals	\$18.57
Special Assignment Stipend: During this Agreement, the Board agrees to make available the amount of Ten Thousand Dollars (\$10,000) to be used as stipends for teachers for special assignments. The parties shall, by joint committee, mutually agree upon the criteria and procedure for determining the recipient of the stipends. Examples of such activities are, but not limited to, school improvement, curriculum, department/grade level chairs, etc.	

APPENDIX B
2010-2011 CALENDAR

August 30 th	New Staff Orientation
August 31 st – September 2 nd	Staff Professional Development/Records Day (Full Day Staff)
September 7 th	First Day of School for Students
November 24 th – 26 th	Thanksgiving Break (No School for Staff and Students)
November 29 th	Staff Professional Development/Records Day (Full Day Staff, No School Students)
December 20 th – 31 st	Christmas/Holiday Break (No School for Staff and Students)
February 21 st	Mid-Winter Break (No School for Staff and Students)
March 1 st	Michigan Merit Exam (for 11 th graders) – No School for 9 th , 10 th and 12 th graders
March 11 th	Staff Professional Development/Records Day (Full Day Staff, No School Students)
April 1 st – 8 th	Spring Break (No School for Staff and Students)
April 22 nd	Good Friday (No School for Staff and Students)
May 30 th	Memorial Day (No School for Staff and Students)
June 5 th	Graduation
June 9 th	Last Day of School for Students
June 10 th	Staff Professional Development/Records Day (Full Day Staff)

APPENDIX C

Lowell Area Schools SEPARATION AGREEMENT

In conjunction with, and according to, the Early Retirement Program (Program) adopted by the Lowell Board of Education (District) on November 12, 2001 I _____, a teacher with the Lowell Area Schools, request to participate upon the following terms and conditions:

ELIGIBILITY

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

TERMS

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

Agreement and the Program with my financial counselor(s) and an attorney of my own choice. I understand that any such review will be at my own expense.

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

Signature: _____ Dated: _____

Witness: _____

LOWELL AREA SCHOOLS

Dated: _____ By _____

District Representative

APPENDIX D

Fact Sheet No. 028

THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

EMPLOYER COVERAGE

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), **and**
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year **and** who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; **or**
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a **combined** total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees **or** employers may choose to use accrued **paid** leave (such as sick or vacation leave) to cover some or all of the FMLA leave.

The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:

- (1) A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
 - treatment two or more times by or under the supervision of a health care provider; **or**
 - one treatment by a health care provider with a continuing regimen of treatment; **or**
- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; **or**
- (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; **or**
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; **or**
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

"Health care provider" means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; **or**
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; **or**
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; **or**
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; **or**
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

MAINTENANCE OF HEALTH BENEFITS

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay their share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

JOB RESTORATION

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "**key**" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; **and**
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A "**key**" employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

NOTICE AND CERTIFICATION

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;

- second or third medical opinions (at the employer's expense) and periodic recertification; **and**
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of their rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

UNLAWFUL ACTS

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

ENFORCEMENT

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

OTHER PROVISIONS

Special rules apply to **employees of local education agencies**. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination,

nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

FURTHER INFORMATION

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. For more information, please contact the nearest office of the **Wage and Hour Division**, listed in most telephone directories under U.S. Government, Department of Labor.

APPENDIX E

**LOWELL AREA SCHOOLS
TEACHER GOALS AND PERFORMANCE APPRAISAL**

Name: _____ School: _____ Date: _____

Dates of Classroom Observations: _____ Dates of Post-Observation Conference: _____

PURPOSE OF PERFORMANCE APPRAISAL:

Employees are only effective if they understand their responsibilities and how their performance will be evaluated. This appraisal is designed for the teacher and administrator to identify and agree on specific performance standards and to measure the teacher's progress toward achieving the performance standards. The performance appraisal is designed to:

- Improve individual job performance
- Improve the flow of information regarding performance
- Improve the working relationship between the administrator and teacher
- Provide an objective performance appraisal based on job responsibilities
- Promote the vision and mission of Lowell Area Schools

SETTING THE PERFORMANCE STANDARDS:

- Identify the overall goals of the school district and how the teacher's school or department aids in attaining the district's vision and mission.
- Working with the teacher, establish the key functions of the job description which are most critical to the success of the team.
- With the teacher, select a maximum of 4 goals and establish agreed upon measurable results (strategies) for each.

INTERIM REVIEW:

The goals will be discussed at designated time intervals in accordance with the master agreement. During this discussion, the continuing validity of goals and progress toward these goals will be reviewed.

FINAL GOALS AND PERFORMANCE APPRAISAL REVIEW:

The overall performance appraisal was completed on: _____ (date).

Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

dictates that he/she has received a copy of this evaluation, not that he/she agrees with its content.

TEACHER PERFORMANCE APPRAISAL

TEACHER INPUT SHEET
(Not Mandatory)

(Items a teacher would like to be part of his/her personnel file – could include teaching techniques used, professional growth, strengths, coursework and degrees earned, accomplishments, workshops and seminars, community and professional service, etc.)

Date: _____

Name of Teacher: _____

School: _____

Teacher Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

TEACHER OBSERVATION FEEDBACK SHEET

Teacher's Name: _____

Date: _____

Building: _____

Grade/Subject: _____

AREA 1: PLANNING AND PREPARATION

YES NO

- | | | | |
|----|--|-------|-------|
| A. | Utilizes data to make decisions | _____ | _____ |
| B. | Demonstrates knowledge of content | _____ | _____ |
| C. | Demonstrates knowledge of individual student's needs and ability | _____ | _____ |
| D. | Demonstrates knowledge of resources | _____ | _____ |
| E. | Demonstrates effective lessons that achieve curricular outcomes | _____ | _____ |
| F. | Provides meaningful lesson plans for substitute teachers | _____ | _____ |
| G. | Utilizes effective long range planning methodology | _____ | _____ |
| H. | Effectively manages the stress of the job | _____ | _____ |
| I. | Demonstrates time management | _____ | _____ |

Notes:

AREA 2: CLASSROOM ENVIRONMENT

- | | | | |
|----|--|-------|-------|
| A. | Creates a safe, caring and orderly environment for all students | _____ | _____ |
| B. | Contributes to an environment of respect and rapport | _____ | _____ |
| | ◆ Exhibits cooperative relationship with all members of the school community | _____ | _____ |
| | ◆ Displays positive attitude toward all students | _____ | _____ |
| | ◆ Presents positive image as an employee of the district | _____ | _____ |
| C. | Establishes a community of learners (a group working toward a common goal) | _____ | _____ |
| D. | Utilizes instructional groups (cooperative learning, reading, peer partners, time on task and ease of transitions) | _____ | _____ |
| E. | Builds student self-discipline | | |
| | ◆ Establishes standards for student behavior | _____ | _____ |
| | ◆ Responds appropriately to student behavior | _____ | _____ |
| F. | Organizes physical space conducive to teaching/learning | _____ | _____ |

Notes:

AREA 3: INSTRUCTION

- A. Communicates clearly and accurately _____
- B. Uses appropriate teaching methods and strategies such as inquiry, contextual learning, lecture, modeling, cooperative learning, HOTS, etc. _____
- C. Engages students in learning
 - ◆ Displays enthusiasm for lesson content _____
 - ◆ Demonstrates a structured lesson (purpose, content, summation) _____
 - ◆ Uses appropriate pacing. _____
 - ◆ Assigns meaningful homework which reinforces curriculum _____
 - ◆ Reteaches when necessary _____
- D. Provides constructive feedback to students _____
- E. Demonstrates flexibility and responsiveness _____
- F. Integrates technology into lessons where appropriate (audio visual, distance learning, computer, Internet, etc.) _____

Notes:

AREA 4: PROFESSIONAL RESPONSIBILITIES

- A. Utilizes valid and reliable assessments that measure curricular outcomes _____
- B. Sets and evaluates progress of professional goals _____
- C. Completes non-instructional duties (attendance, collecting/passing papers, etc.) _____
- D. Communicates with families
 - ◆ Relates information about curriculum content _____
 - ◆ Provides information about student progress _____
 - ◆ Encourages parental involvement _____
- E. Participates in school and district events, committees, and projects _____
- F. Assumes professional responsibilities
 - ◆ Develops a professional relationship with colleagues _____
 - ◆ Pursues professional development opportunities (classes, workshops, conferences) _____
 - ◆ Punctuality _____
 - ◆ Attendance _____
 - ◆ Dependability _____
- G. Models teamwork characteristics
 - ◆ Resolves conflict _____
 - ◆ Demonstrates flexibility when working in teams _____
 - ◆ Promotes problem solving and team decision making _____
- H. Models district character traits (respect, responsibility, integrity, compassion, honesty) _____
- I. Models sensitivity to diverse populations _____
- J. Utilizes technology to enhance professional growth _____

Notes:

_____ I would like to meet with you regarding this observation on: _____

This form must be given to the teacher within one day of the observation.

Administrator Signature

LOWELL AREA SCHOOLS TEACHER PERFORMANCE APPRAISAL

LEVELS OF PERFORMANCE:

EXCEEDS EXPECTATIONS:

Employees at this level are masters and make contributions to the field, both inside and outside their schools. Their schools operate at a qualitatively different level, consisting of a community of faculty, with a highly motivated staff, and students are safe to learn.

MEETS EXPECTATIONS:

The employee clearly understands the concepts underlying the component and implements it effectively. Most experienced, capable employees will regard themselves and be regarded by others as performing at this level.

DOES NOT MEET EXPECTATIONS:

The employee does not demonstrate an understanding of the concepts underlying the component.

AREA 1: PLANNING AND PREPARATION	Exceeds	Meets	Does Not Meet
A. Utilizes data to make decisions	_____	_____	_____
B. Demonstrates knowledge of content	_____	_____	_____
C. Demonstrates knowledge of individual student's needs and ability	_____	_____	_____
D. Demonstrates knowledge of resources	_____	_____	_____
E. Demonstrates effective lessons that achieve curricular outcomes	_____	_____	_____
F. Provides meaningful lesson plans for substitute teachers	_____	_____	_____
G. Utilizes effective long range planning methodology	_____	_____	_____
H. Manages the stress of the job	_____	_____	_____
I. Demonstrates time management	_____	_____	_____
✓ Exceeds Expectations _____ Meets Expectations _____ Does Not Meet Expectations _____			

AREA 2: CLASSROOM ENVIRONMENT

A. Contributes to a safe, caring and orderly environment for all students	_____	_____	_____
B. Contributes to an environment of respect and rapport	_____	_____	_____
♦ Exhibits cooperative relationship with all members of the school community	_____	_____	_____
♦ Displays positive attitude toward all students	_____	_____	_____
♦ Presents positive image as an employee of the district	_____	_____	_____
C. Establishes a community of learners (a group working toward a common goal)	_____	_____	_____
D. Utilizes instructional groups (cooperative learning, reading, peer partners, time on task and ease of transitions)	_____	_____	_____
E. Builds student self-discipline			
♦ Establishes standards for student behavior	_____	_____	_____
♦ Responds appropriately to student behavior	_____	_____	_____
F. Organizes physical space conducive to teaching/learning	_____	_____	_____
✓ Exceeds Expectations _____ Meets Expectations _____ Does Not Meet Expectations _____			

AREA 3: INSTRUCTION

- A. Communicates clearly and accurately _____
 - B. Uses appropriate teaching methods and strategies such as inquiry, contextual learning, lecture, modeling, cooperative learning, HOTS, etc. _____
 - C. Engages students in learning
 - ◆ Displays enthusiasm for lesson content _____
 - ◆ Demonstrates a structured lesson (purpose, content, summation) _____
 - ◆ Uses appropriate pacing _____
 - ◆ Assigns meaningful homework which reinforces curriculum _____
 - ◆ Reteaches when necessary _____
 - D. Provides constructive feedback to students _____
 - E. Demonstrates flexibility and responsiveness _____
 - F. Integrates technology into lessons where appropriate (audio visual, distance learning, computer, Internet, etc.) _____
- ✓ Exceeds Expectations _____ Meets Expectations _____ Does Not Meet Expectations _____

AREA 4: PROFESSIONAL RESPONSIBILITIES

- A. Utilizes valid and reliable assessments that measure curricular Outcomes _____
 - B. Sets and evaluates progress of professional goals _____
 - C. Completes non-instructional duties (attendance, collecting/passing papers, etc.) _____
 - D. Communicates with families
 - ◆ Relates information about curriculum content _____
 - ◆ Provides information about student progress _____
 - ◆ Encourages parental involvement _____
 - E. Participates in school and district events, committees and projects _____
 - F. Assumes professional responsibilities
 - ◆ Develops a professional relationship with colleagues _____
 - ◆ Pursues professional development opportunities (classes, workshops, conferences) _____
 - ◆ Punctuality _____
 - ◆ Attendance _____
 - ◆ Dependability _____
 - G. Models teamwork characteristics
 - ◆ Resolves conflict _____
 - ◆ Demonstrates flexibility when working in teams _____
 - ◆ Promotes problem solving and team decision making _____
 - H. Models district character traits (respect, integrity, compassion, honesty, and responsibility) _____
 - I. Models sensitivity to diverse populations _____
 - J. Utilizes technology to enhance professional growth _____
- ✓ Exceeds Expectations _____ Meets Expectations _____ Does Not Meet Expectations _____

COMMENTS:

—

—

OVERALL PERFORMANCE

____ Exceeds Expectations

____ Meets Expectations

____ Does Not Meet Expectations

Teacher signature _____ Date: _____

Administrator signature _____ Date: _____

Lowell Area Schools
Teacher Professional Goals

Professional Goals for: _____

Mutually Developed by: _____
Teacher (signature) Date

and _____
Principal (signature) Date

Strengths:

<u>Strategies: Goals</u>	<u>Start Date</u>	<u>Progress/Update</u>	<u>Review Date</u>	<u>Date Accomplished</u>

**APPENDIX F
GRIEVANCE FORM**

Grievance

Copies To: Teacher
Principal
Association

Lowell Grievance Report
LEA/MEA/NEA

Name of Grievant _____ Building _____

Date of Alleged Occurrence _____

LEVEL I (Informal Discussion with Principal/Supervisor) Date _____

LEVEL II

A. Statement of Grievance _____

B. Contract Article(s) and Section

C. Relief Sought _____

D. Signature of Grievant(s) _____ Date _____

E. Date Received by Superintendent or Designee _____

F. Disposition of Superintendent or Designee _____

Signature of Superintendent or Designee _____ Date _____

LEVEL III

A. Date Received by Association _____

B. Position of Association _____

C. Date of Submission to Arbitration _____

Signature of LEA Officer _____ Date _____

APPENDIX G
OVERLOADED CLASSROOM REIMBURSEMENT FORMULAS
- PAID PER TRIMESTER

Elementary Formula:

Contract amount divided by the number of student days, divided by grade level maximum, times the number of students over the maximum, times the number of days over the maximum.

Example: \$64,985 (MA Step 21 Contract) divided by 174 student days = \$373.48, divided by 26 (2nd grade maximum) = \$14.37, multiplied by 2 students over maximum = \$28.74 x 58 days 1st trimester days = \$1666.92.

Secondary Formula:

Contract amount divided by number of student days, divided by number of classes over per days times grade level maximum, times the number of student days in the semester, times the total number of students over.

Example: \$69,935 (MA + 30 Step 24) Divided by 174 student days = \$401.93 divided by 155 (5 classes x 31 max with overload for 6th grade) = \$2.60 x 58 student days in 1st trimester = \$150.80 x 5 students overloaded = \$754.00.

APPENDIX H
LOWELL AREA SCHOOLS
CURRICULUM TEAMS

DSIT (District School Improvement Team)

Will consist of Building Leadership Team (BLT) representatives, curricular chairs, and anyone else that wants to be part of this team. DSIT is the body that all recommendations for texts and curricular changes will flow through. DSIT will be a pipeline for communication regarding latest educational news, strategies, and district initiatives regarding Teaching and Learning. In addition, DSIT will serve as the first wave of communication to the various groups and buildings regarding mandated initiatives such as Education Yes and No Child Left Behind. It will also be a communication avenue for district news.

BLT's (Building Leadership Teams)

Primary Purpose: To establish building level goals based upon the school improvement framework, building needs, and the district strategic plan. The BLT's are the driving force behind school improvement at the building level. Also, BLT's are a source of connection between buildings.

Curriculum ADHOC Committees

Primary Purpose: If an area of curricular need is identified by the district, BLT's, or DLT's, then a Curriculum ADHOC will be formed to develop a plan of action. Examples might include the need for a new text, curriculum alignment, etc. This committee will consist of teachers and administration with knowledge, expertise, and a passion for the given subject area. A plan of action will be developed and presented/recommended to the DSIT. A stipend will be paid to each member of a given committee.

DLT's (District Leadership Teams)

Primary Purpose: Vertical communication line between buildings and grade levels. Will meet once in the fall and once in the spring to talk about their subject area, what is taking place at each level, what is working, and what (if any) needs exist at that particular moment in time. The fall meeting will provide information regarding subject area needs/concerns which may result in the development of a Curriculum ADHOC Committee. If everything is going well, an ADHOC won't be necessary. These committees should consist of people with expertise and passion for the subject area. All teaching staff should be on a DLT in an area of strength. DLT's are the pipeline for communication of strengths and areas that need to be addressed. We won't need DLT Chairs but may offer a stipend for a person to coordinate each DLT meeting.

APPENDIX I
KCEA/KISD AGREEMENT

The following two pages contain the ratified agreement between the Board and the Association. This document was originally offered to both parties as a Tentative Agreement and is titled as such.

TENTATIVE AGREEMENT

BETWEEN

Lowell Area Schools

And

Lowell Education Association/KCEA/MEA/NEA

And

Lowell Educational Support Personnel Association/KCEA/MEA/NEA

Representatives from the Kent County Education Association and the Kent Intermediate School District have met on a number of occasions to discuss a joint county-wide collaborative settlement agreement. The goal of all parties is to recognize the financial situation all districts now face and the need to continue to provide high quality instruction to the students of Kent County. As a result, the following settlement agreement was jointly agreed upon and proposed by all parties:

Salary/Wages: All Staff will incur a 0% increase on the base; however, will receive his/her designated step increase, and the equivalent of a 1% increase at the 2010-2011 rate will be placed in a 403(b) annuity at the staff member's severance/retirement from the district. This will be an off schedule payment.

Benefits: The district will maintain the current MESSA benefits with the following exceptions. Teaching staff will contribute \$65.00 (pre-tax deduction) and support staff will contribute \$38.00 (pre-tax) per month towards insurance premium. Teaching staff will move to the \$100/\$200 deductible and a \$10.00 office co-pay. Super Care election will be eliminated.

Duration: This agreement is one year in duration.

Extension Review: By January 30, 2011, the parties mutually agree to review all relevant factors to determine if an extension of this agreement will occur.

Language: The parties agree to form local contract maintenance committees to review contract language issues, as well as those issues necessary to meet the educational reform initiatives included in the Race to The Top legislation. Any changes would be accomplished through mutually agreed upon letters of agreement.

Privatization: All districts agree not to privatize any KCEA/MEA unionized services for the life of this agreement.

Revenue: The parties agree during the coming year to work collaboratively on political strategies/actions and other revenue producing activities.

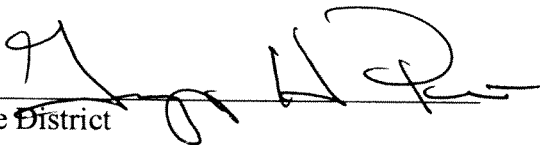
Majority Support: In order to effectuate this agreement, both the local membership and the local Board of Education must ratify the aforementioned terms. In the absence of an agreement by either the Board or local membership, the parties agree to bargain the terms of their own contract settlement.

This Tentative Agreement must be signed by all parties by Monday, February 22, 2010. Ratification of the agreement shall occur no later than Monday, March 8, 2010.

All agreements which have been ratified by the local membership and Board of Education will immediately terminate if a majority of bargaining locals and districts fail to support and ratify this agreement by March 8, 2010. For the purposes of this agreement "local membership" shall be defined as the teaching and support staff from the same local and will count as one local. Example: KISD teachers, support staff = one local.

Sunset: All parties agree to sunset this plan at the end of the 2010-2011 school year. At that time current contract language will be restored unless a county-wide successor agreement is reached at the end of the agreement.

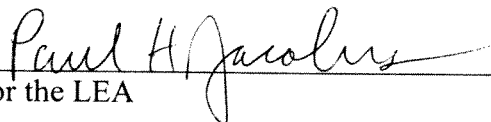
Nothing in this agreement shall preclude the enhancement of any of the aforementioned provisions, as agreed upon by the Board and local membership.



For the District

2/22/10

Date



For the LEA

2/18/10

Date



For the LESPA

2-18-10

Date