

MASTER AGREEMENT

**BETWEEN THE
BOARD OF EDUCATION
OF THE
LOWELL AREA SCHOOLS,
LOWELL EDUCATION ASSOCIATION
AND THE
KENT COUNTY EDUCATION ASSOCIATION
August 1, 2022 - July 31, 2025**

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MASTER EDUCATION AGREEMENT

This Agreement entered into this 13th day of June, 2022 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 ancillary staff, 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, 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. 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. May also be referred to as “employee” or “member”.
3. Teacher – The term “teacher” shall refer to any bargaining bargaining unit member that is subject to the Teacher Tenure Act.
4. Essentials Teacher - The term “Essentials Teacher” shall refer to any bargaining unit member that is subject to the Teacher Tenure Act that teaches K-5 Art, Music or Physical Education.
5. Non-Classroom Certified Staff - The term “Non-Classroom Certified Staff” shall refer to any bargaining unit member with required certification to hold the position for which they are employed.
6. Ancillary Staff – The term “ancillary staff” shall refer to any bargaining bargaining unit member that is not subject to the Teacher Tenure Act.

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
ASSOCIATION 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 the Association 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 that 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 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. LEA Membership Meeting

If PD time is held at the start of the school year, the Board agrees to allow the association to hold a membership meeting for a portion of the PD day.

E. Private Life

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

F. Fair Employment Practice

The provisions of the Agreement and the wages, hours, terms, and conditions of employment, shall be applied without regard to discrimination or harassment based on a protected class as defined under federal or state law, or membership in, or Association with, the activities of any employee organization.

G. Board Policies

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

H. 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.
 - d. 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. 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. Employees 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.

I. 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). Applications will be accepted for those extracurricular positions held by non-unit persons on an annual basis.

J. Association Rights

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, the Board pays the employee's salary and the salary of the substitute.
2. For days six through fifteen, the Board pays the employee'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.

K. Release from Assignment

An employee 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.

**ARTICLE III
PROFESSIONAL COMPENSATION**

A. Salaries

1. The salaries of employees 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; and MA + 30. Additional hours as shown on the salary schedule shall be semester hours or the equivalent.

3. All post Master's degree credit shall be for credits earned after the completion of the Master's 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.
4. Any credits used for advancement on the salary schedule must be approved by the Superintendent or designee in advance. Graduate level courses may be accepted or rejected based on national accreditation status.
5. To receive additional pay for BA + 20, MA, MA + 15, MA + 30 employees 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.
 - a. Any unusual circumstances which prevent the employee 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.
 - b. Any overpayment 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.
6. All bargaining unit members scoring the level of "Highly Effective" on their annual evaluation shall have additional compensation in the amount of 0.25% of the current year BA-Step 1 salary schedule. This compensation shall be provided in a one-time payment.

B. National Board Certification and PhD

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.

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 three thousand (\$3,000) in annual compensation for each year the certificate is valid. Bargaining unit members with a PhD will receive an additional three thousand (\$3,000) in annual compensation for each year.

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. Other Salary Benefits

1. Employee Pay Period –Employees shall be paid every other Friday. The Board and the Association will agree on the first pay date of the year prior to the first day of school.

Each employee 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 employee'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 an employee 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 employees 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) Grand Rapids city tax; (5) LEA scholarship; (6) LAS Education Foundation; (7) Employee purchased retirement service credit for eligible members; (8) Flexible Spending Accounts; (9) MESP (Michigan Educational Savings Plan); (10) Other mutually agreed upon deductions for the purposes intended must be approved by the Board and Association.

D. Medical Insurance Benefits

1. MESSA Plan A: For each full-time employee, the Board shall pay the maximum hard cap annual amounts for medical plans beginning January 1st of each year as permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. This payment will be for benefits for each eligible employee and their eligible dependents (as defined by MESSA) who choose Plan A. These annual Board paid amounts shall adjust annually at the beginning of each plan year, to the maximum payment permitted by Section 3 of the Publicly funded Health Insurance Contribution Act.
2. The employee's premium contribution will be payroll deducted, in equal bi-monthly amounts from the employee's paycheck) through a qualified Section 125 Plan. The Board's "qualified Section 125 Plan" shall include all the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
3. Should the premium be below the hard cap, the employee is entitled to compensation equal to the difference between the Board's maximum contribution and the premium of the plan they elected. The employee will receive payment during the year (19 pays) based on the option the employee selects below:

-premium cash reimbursement (paid out accordingly)

-a contribution to their Health Savings Account (HSA)

4. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.
5. Employees shall have the following MESSA medical plans available in MESSA:
 - MESSA - ABC 1 (Pak A) \$1400/\$2800, \$0 OV, ABC Rx HEQ
 - MESSA - ABC 1 (Pak C) \$1400/\$2800, \$0 OV, ABC Mail Rx, 10% coinsurance, HEQ
 - MESSA ABC 2 (Pak D) \$2000/\$4000 \$0 OV, ABC Rx, 20% coinsurance, HEQ
 - MESSA - Essentials by MESSA (Pak E) \$375/\$750 \$25OV, EbM, 20% coinsurance (effective January 1, 2023)
 - MESSA - Choices \$1000/2000, \$20 OV, 3 tier Rx, 10% coinsurance (no longer available as of December 31, 2022)
6. The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in the MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.
7. The Board shall provide a cash option in lieu of health benefits. The cash amount is set at \$5,628. The Board shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity.
8. All other non-medical MESSA Ancillary benefits described below shall be fully paid by the Board and provided to all employees in the bargaining unit.
9. Open enrollment will be in November of each year. A choice between plans will be made once per year or upon a change in family status. Plans are not interchangeable during the insurance coverage year.
10. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve-month period commencing August 1 and ending July 31 of each year.
11. 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 employee 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.

12. 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 of the employee's report to work.
13. 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 July 31st.
14. All employees covered by this Agreement will have the opportunity to establish a flexible spending account for childcare and excess medical expenses through the district.
15. In the event a bargaining unit member dies during the school year, providing policy permits continued dependent coverage as defined by MESSA, the Board shall continue payments of the applicable premiums for ninety (90) calendar days. If the bargaining unit member dies after the completion of the school year, providing the policy permits continued dependent coverage as defined by MESSA, the Board shall continue payments of the applicable premiums for ninety (90) calendar days.
16. The Board payment for part time employees MESSA Plan A or B shall be prorated as per the percentage of work as indicated by contract.
17. Any eligible dependent child shall have coverage through the calendar year of the 26th birthday.

E. Non-Medical Package B MESSA Benefits

1. MESSA Life Insurance: \$45,000 w/AD&D
2. MESSA LTD: 66 ⅔% of max 4,000
 - a. \$6000 maximum benefit
 - b. 90 Calendar Days - Modified fill
 - c. Pre-existing condition waiver
 - d. Freeze on Offsets
 - e. Alcohol/Drug – Same as any other illness
 - f. Mental/Nervous – Same as any other illness
 - g. Social Security offset-family
3. MESSA/Delta Dental Plan:
 - a. 100/90/90 or 50/50/50 w/COB
 - b. 2,000 annual max
 - c. Ortho 75% lifetime max \$3,000
4. MESSA/Vision Service Plan: VSP 3G

F. Substitute Teachers

1. Employment of Substitutes – No employee 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 teacher unless by mutual agreement between the supervising teacher and the building administration.
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, any certified staff may be requested to substitute on his/her preparation time. While volunteers will be sought out, administration reserves the right of assignment. Certified staff will not be assigned more than once per trimester. Certified staff will receive \$35.00 every hour (or major fraction thereof) so worked.

G. Part-Time Employees

1. Part-time teachers at the secondary level shall be paid on the trimester basis of $\frac{1}{5}$ (for high school) and $\frac{1}{5}$ (for middle school) for each instructional period, including proportionate conference hour time; i.e., one period at high school level = $\frac{1}{5}$; 2 periods = $\frac{2}{5}$; etc. Part-time teachers at the elementary level shall be prorated on a regular teacher’s full day and the amount of time taught.
2. Part-time employees shall receive full credit on the salary schedule. Such salary shall be prorated to the employee’s scheduled FTE.
3. Insurance and other benefits shall be prorated for all part-time employees on the same basis as their pay unless prohibited by the insurance underwriter. In such cases the Board will contribute the pro rata amount and the employee will contribute the balance of the premium necessary to receive 100% benefit coverage.
4. Part-time employees shall be charged for the use of sick leave on the same basis as they accumulate such leave.

H. Lunch Supervision

Teachers shall not be required to supervise lunch. Teachers who are selected to supervise the lunchroom during their preparation time will be paid twenty-three dollars (\$23) per hour.

I. Automobile Allowance

Employees required to drive their personal automobiles in the course of their employment on approved school business will be reimbursed at the current IRS rate. Employees 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.

J. Professional Improvement

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

**ARTICLE IV
TEACHING HOURS**

A. Duty Hours

1. Employees shall be required to spend a total of ten (10) minutes before and ten (10) minutes after school (except on Fridays or on days preceding holidays or vacations when the total time shall be five (5) minutes after school.
2. Should employees not be able to arrive on time due to circumstances beyond their control, they shall notify the building principal to that effect.
3. The pupils' school day shall be approximately 6-1/2 hours, including lunch period. Employees 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 employee.

B. School Calendar

1. Contractual Days – There shall be 182 contractual 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).
3. The board acknowledges teachers are professionals and to that end, shall be able to work from home on record days as long as grades are turned in at the designated time. Professional Development time shall not be scheduled on records days.

C. Planning Time

1. Teachers in grades K through 5 shall be provided not less than 200 minutes of uninterrupted planning time per week built into the schedule to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities. Elementary Essentials

in art, music and physical education, etc. may be used to provide some or all of this time. It is understood that recess time is instructional time. Recess time supervision that is not assigned to a classroom teacher shall count toward additional planning time minutes each week.

2. **Essentials Teachers**

- a. Essentials teachers shall be provided not less than 200 minutes of uninterrupted planning time per week built into the schedule to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities.
- b. A committee of Essentials Teachers and administration will be convened, prior to the start of the year, to provide input to a schedule.
- c. Every effort shall be made to provide Essential Teachers with transition time between all grade level changes.

2. Middle School teachers on a trimester schedule will be provided with a minimum of two hundred ninety (290) minutes per week, excluding passing time, to be used for parent and/or student conferences, grading of papers, lesson planning and other professional activities.

3. High School teachers on a trimester schedule will be provided with a minimum of three hundred fifty (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.

4. 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.

D. 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.

E. Student Contact Time

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

F. Non-Classroom Certified Staff

1. Duty Hours – Duty Hours for Non-Classroom Certified Staff requested by the district to work beyond the 182 contractual days and the parent-teacher conference time shall be paid at their per diem rate for such days.

2. Lunch Period – Non-Classroom Certified Staff shall have thirty (30) consecutive minutes of duty-free lunch. Travel between buildings shall not be scheduled during the lunch period, and travel time shall not be counted towards their prep time.

ARTICLE V
TEACHING LOADS & ASSIGNMENTS

A. Recess Periods

Teachers in grades K through 5, excluding Essentials Teachers, will assume recess duty on an equitable rotating basis including all staff. Each grade shall have thirty (30) minutes per day for recess. It is understood that recess time is instructional time.

B. 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, unless unknown.

C. 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."

D. 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.

E. Job Share

Two teachers desiring to share a teaching position may submit an application to the building principal/assistant superintendent. Such an 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 applicants 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.

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.

Written notice shall be given to the Superintendent or designee by March 15 of the year preceding their request to return to full time employment. Teachers shall be subject to assignment according to the normal assignment procedures of the district.

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

F. 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 employees 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 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 employee'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 Development

1. There will be no more than fifteen (15) hours of professional contact time for staff outside of school hours. Three (3) half days for professional development will be scheduled during the school year. This time will be used as professional development/adult learning time at the discretion of the District. All dates will be added to building calendars by June 30. The Association will encourage prompt attendance. The District shall provide enough SCECH hours in order to meet annual MDE requirements for certificate renewal.

Part-time employees will attend proportionate time for professional development meetings and proportionate time for staff meetings. Proportionate is defined as the number of staff meeting hours scheduled times the employees FTE.

2. A district wide professional development advisory committee shall be compiled annually and in place no later than October of the preceding year. Teachers shall be mutually appointed by the Association and the District. This committee will represent a variety of grades and subject matter specializations, including special education. The majority members of the committee shall be composed of teaching staff. Further, in order to provide quality district-provided professional development, it will be state continuing education clock hours (SCECHs)."

3. After School Activities - Each employee is expected to attend building activities as scheduled by the Administration up to a maximum of three (3) afternoons or evenings per year. Attendance shall be mandatory with one (1) months advance notice. Activities which are known will be posted in September and employees permitted to volunteer for them. Assignments shall be made by the building administrator from among such volunteers where appropriate.

4. Parent Teacher Conferences

- a. At all levels, conferences will not exceed 17 hours in total for the school year. Conferences will be offered in-person, virtually and/or by phone.
- b. Certified special education staff must receive pre-approval by the building principal if requesting that IEP's held outside of the contractual day are able to count toward the 17 hours of required conference time.

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 employees. Staff rooms shall not be used for regularly scheduled meetings without prior consultation with the building faculty. Telephones shall be made available for staff.

E. Teacher Support

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>
K-2	23	26
3-4	25	28
5	26	29
6-8	28	31
9-12	30	33
9-12 (Alt. Ed.)	23	26

Multi Grade (Split) Classes

<u>Grade</u>	<u>Class Size</u>	<u>Pro-Rata Relief</u>
1-2	21	24
2-3	22	25
3-4	23	26
4-5	24	37

1. Should class loads exceed the specified class size; the relief will be requested by the teacher to the administration, and if not corrected, pro-rata relief per Appendix F will be approved within five (5) school days after the request is received.
2. During the first trimester and for class sizes with two (2) additional students above the pro-rata relief numbers above, in lieu of pro-rata relief a teacher may request and shall be granted paraeducator support for that class period. It is understood that an assigned special education paraeducator is not pro-rata relief.
3. During the 2nd and 3rd trimester aide requests will be granted at Board discretion. If a paraeducator is not provided when class size exceeds the pro-rata relief limits above, pro-rata relief will be given as per Appendix F.
4. 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. 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.
3. 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 employee, and provide for a posting in an employee 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. Promotions

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

ARTICLE IX
SENIORITY AND STAFFING

A. Seniority Provisions

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.

B. Staffing Provisions

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. 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.
3. Recalled employees shall be entitled to all sickness and leave benefits as they had accumulated prior to lay-off.

C. Furnishing a Seniority List

The Board shall make available electronically to the Association President and Treasurer by September 30th the following:

A complete and updated personnel list (including itinerant employees)

- First and Last Name
- Seniority
- Certification
- Current assignment/place of work
- FTE
- Start date of employment
- Classification and Step
- School email address and Personal email address (if collected)
- Mailing address and phone number

LEA President and Treasurer shall be given, electronically, the same information above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

Termination of employment by any bargaining unit member shall be reported to the LEA President and Treasurer, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the LEA President and Treasurer via e-mail no later than five (5) business days after the first day of leave.

ARTICLE X RETIREMENT/SEVERANCE

A. Early Notification Incentive to Resign/Retire

To facilitate planning and hiring for the following year, employees with a minimum 10 years of service are encouraged to notify their superintendent or designee, in writing, of their intent to retire/resign at the end of the school year, no later than March 15 for a five hundred (\$500.00) severance payment. Insurance benefits will continue through the end of the contract period.

B. Retirement

Retirement/Sick Day Payout

Employees 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:

Forty dollars (\$40.00) per day for all accumulated leave days for a maximum of two hundred fifty (250) days (ten thousand dollars (\$10,000) max payment)

ARTICLE XI LEAVES

A. Paid Leaves

1. Sick Leave

Each employee shall have fifteen (15) days for 2022-2023 and in 2023-2024 and thereafter fourteen (14) days of sick leave (see Article III Section F for part-time teachers) credited at the beginning of each contract year. An employee 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 work in the Lowell Area Schools shall not lose accumulated sick leave or other benefits. An employee whose employment is terminated or who is on an unpaid leave of absence at the end of the school year shall have the days of sick leave which were credited at the beginning of the school year prorated.

2. Child Care Leave for Birth of Child/Adoption of Child

Normally, up to six (6) weeks of sick pay may be used (holidays and breaks count toward the six (6) weeks), **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 - Employees shall enter the absence into the district absence management system 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. 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:
 - i. A verbal or written reprimand and a loss of pay for the time missed.
 - ii. 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. 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.

Guidelines for Use of Pooled Days

- a. An employee may not contribute more than one (1) 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.
- b. An employee may receive: 1) only as many donated sick days as they had accumulated at the onset of the illness; or 2) as many sick days donated up to a maximum of fifty (50) sick days, whichever is greater.
- c. The Board will act as the administrator of leave time adjustments and salary modifications for the sick pool awards. Additional days may be authorized at the discretion of the Superintendent upon request by the Association President.
- d. Administration of sick pool day procedures shall not be grievable.
- e. The employee requesting days must complete all required FMLA paperwork in order to receive days. Days can be paid retroactively upon FMLA documents completed.
- f. 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.
- g. Pooled sick days are drawn at random, to be given to the affected employee. Those days not drawn are returned to the original donor.
- h. Original requests to use "Sick Pool" days must originate through the Association President or his/her designee.
- i. Pooled sick days are not 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: Each employee shall have six (6) days for 2022-2023 and in 2023-2024 and thereafter five (5) days of sick leave are available to each employee for personal business. If all personal days are not used in the school year, one personal day shall be carried over to the following year. An employee may not accumulate more than 4 personal days, and any unused personal days will accumulate as sick days.

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. This excludes any weekends prior to October 1 or after April 1.

Personal days may not be used to extend any school holiday, unless awarded a lottery day.

2. Any exception must be approved in advance by the Superintendent or designee. The Board agrees to allow up to two (2) unpaid days to be connected to two consecutive personal business days, with the following stipulations:
 - a. Use of two consecutive personal days, with or without the use of unpaid days, is not to exceed one occurrence per contract year.
 - b. Any request for five (5) or more consecutive days of absence under this section, if approved, shall result in all five (5) days being unpaid.
 - c. This section does not apply to any requests for time connected to holidays, or breaks of any kind.
 - d. Request for three (3) or more consecutive days, after the use of the one-time occurrence, if approved, shall result in all days being unpaid.
3. 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.
4. Personal Day Use Exceptions

- a. Up to ten percent (10%) 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 ten percent 10% per separate vacation period.)
- b. 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. For the purposes of this section only, vacation period is defined as the immediate dates prior to or after: Memorial Day, Thanksgiving break, Christmas break, mid-winter break (if scheduled), spring break and Labor Day.
- c. An additional five (5) days will be provided for emergency situations, and may be granted upon joint agreement of the 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. If an employee on medical leave qualifies for and receives MESSA's LTD benefit (including waiver of medical premiums), then insurance benefits are to be covered by MESSA's policy. If MESSA's policy of waiving the medical premium while receiving a negotiated group LTD benefit ceases at some point in the future, 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 trimester and for up to eighteen months as requested by the employee. 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 employees.
- 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.

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 an employee. The Board shall approve any such request, provided that a qualified replacement for the applicant can be obtained from those employees 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 C). 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

Employees 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 employee 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

ANCILLARY - SENIORITY, PERFORMANCE APPRAISAL, AND OBSERVATION

A. Ancillary Staff Seniority

1. Ancillary Staff within the school system shall be determined by using the

following criteria:

- a. Professional qualifications and certification as approved by the Department of Education of the State of Michigan:
"Certified and Qualified" for purposes of this Article shall mean having appropriate licensing or certification for the Ancillary position at the time the layoff occurs.
 - b. Length of service (seniority) in the Lowell Area Schools.
 - c. Where other considerations are relatively equal, length of service (seniority) will be given primary weight in selecting the Ancillary Staff 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.
2. Ancillary Staff Layoff: In some instances, it may be economically necessary to reduce the Ancillary Staff positions as follows: In order to promote an orderly reduction in Ancillary Staff 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. In the event tenure Ancillary Staff must be laid off, lay off will be on the basis of seniority, provided the more senior is certified and qualified for the remaining assignments. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff 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.
 - c. In the event any Ancillary Staff is given notice of lay off from his/her position, any placement into a teaching position shall be in accordance with Article IX (D).
 - d. Notification will be given as soon as reasonably possible but not less than 30 calendar days' notice shall be given to Ancillary Staff who are to be laid off. Such notice shall be in writing with a copy to the Association.
3. Ancillary Staff Recall
- a. Laid off Ancillary Staff shall be recalled in order of seniority to the first vacancy for which they are certified and qualified. No new Ancillary Staff member shall be hired to fill an ancillary position for which a laid off Ancillary Staff member is certified and qualified.
 - b. A laid-off Ancillary Staff member shall be considered laid off until he/she is reinstated in the District. Refusal of an offer of

reinstatement to a full-time teaching or an equivalent part-time position if the Ancillary Staff member was part-time, for which the Ancillary Staff member 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. Ancillary Staff will remain on the recall list for three (3) years. 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 Ancillary Staff members who were laid off from part-time positions to satisfy the recall requirements.

- c. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by mail to the Ancillary Staff member's last known address. It shall be the responsibility of each Ancillary Staff member to notify the Board of any change in address, certification or qualification.

B. Monitoring

All monitoring or observations, including the use of technology, when used for appraisal, shall be conducted openly with the full knowledge of the ancillary staff member.

C. Evaluators

An appraisal of an Ancillary Staff member'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 ancillary staff may be conducted cooperatively between the director of educational support services and the building principal or an administrator working in the same building.

D. Procedures

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

E. 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 is intended to be a collaborative growth experience and voluntary for the master teacher.

F. Ancillary Staff

Ancillary Staff shall be evaluated annually.

G. Personal Conference

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

H. Signed Copy

A signed copy of the written appraisal shall be submitted to the ancillary staff member at the time of the personal conference. A copy shall then be signed by the ancillary staff member indicating completion of the conference, and returned to the administrator. In the event that the ancillary staff member 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 ancillary staff member's personnel file. In addition to a written response, the ancillary staff member 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.

I. Content

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

J. Informal Observations

Informal observations of the ancillary staff member'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 ancillary staff member 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.

K. 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.

L. Ancillary Staff Rights

No ancillary staff member 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.

ARTICLE XIII **PROTECTION OF EMPLOYEES**

A. Support

Each employee 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 employees to help maintain proper classroom order, and agrees to do so.

B. Assault

Any assault by a student upon an employee 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 an employee 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 employment, the involved will receive assistance from the Board in such matter, including financial aid for the services of Board approved legal counsel. The Board will inform the Association of action being taken, allowing the Association representation, if requested by the employee.
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 employee with a copy as soon as possible or by the beginning of the school year.
3. Any case of assault upon a bargaining unit member (physical, verbal, or digital - such as, but not limited to Twitter, Facebook, Instagram, other social media platforms, email, etc.), while in the performance of duties, or as an outgrowth of duties, shall be promptly reported to the Superintendent, or designated representative.

C. Lost Time

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

D. Liability

Employees 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 employee shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the employee's request, accompany the employee 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 employee shall be notified in writing before the information is released.

Unit employees should review and sign all materials adverse to the unit employee that are to be included in their personnel file. Such signing does not necessarily indicate agreement. The unit employee may submit a written statement in regard to such materials for inclusion in the personnel file. The unit employee may request removal of any written reprimand, or record of oral reprimand, which is more than three (3) years old. The removal of such records is conditional upon the approval of the Superintendent or designee, upon there having been no further problems in a similar area, and provided the record is not a record of unprofessional conduct as defined in MCL380.1230b.

F. Complaints Against Employee

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

G. Representation

Disciplinary action shall be resolved as early, as informally, and as confidentially as possible. An employee 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. Representation afforded regarding the evaluation process shall be at a mutual agreement of administration and the building representative. When a request for such representation is made, no action shall be taken with respect to the employee 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. Board Support for Students with Special Needs

The Board recognizes its responsibility to give all reasonable support and assistance to the bargaining unit member with respect to the maintenance of control and discipline in the classroom.

I. Hazardous or Unsafe Working Conditions

In the event administration becomes aware of a situation that poses a health or safety threat to staff or students, bargaining unit members will be notified as soon as possible and be provided appropriate guidance.

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 an employee, a group of employees, 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 member – group of members, 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 ancillary staff member 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 ancillary staff member, 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 employees' 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 employees 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 re-employ 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 employee contracts heretofore in effect. Individual employee 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 made available electronically to all employees now employed or hereafter employed by the Board, and 5 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, employees 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. Current Information

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

F. School Closings

Scheduled days and hours of student instruction and/or employee 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 ensure 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.

“Any Act of God Days where an employee utilized a leave day shall not be counted against leave day balances. By example, but not limited to, sick, personal, FMLA, bereavement, etc. Excludes continuous unpaid leave. However, any staff member that incurs an unpaid day during an Act of God day will be paid a per diem amount for any required make-up days. The number of eligible per diem paid make-up days will be equal to the number of unpaid days incurred during Act of God days.”

If an employee attends a work-related conference or meeting on a date when school has been canceled due to unforeseen circumstances, attendance shall be optional to the employee. The employee shall not be additionally compensated for these hours.

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 August 1, 2022 and shall continue in effect through July 31, 2025. This agreement shall define the contract year to be effective August 1, and shall continue in effect through July 31.

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**

2022-2023 LEA Pay Schedule

STEP	BA	BA +20	MA	MA +15	MA + 30
1	\$43,083	\$44,383	\$47,073	\$48,073	\$50,972
2	\$44,566	\$45,866	\$48,849	\$49,849	\$52,783
3	\$46,348	\$47,648	\$50,942	\$51,250	\$54,713
4	\$48,202	\$49,502	\$52,888	\$53,888	\$56,923
5	\$50,226	\$51,526	\$54,952	\$55,952	\$59,113
6	\$51,775	\$53,075	\$57,654	\$58,654	\$61,852
7	\$54,608	\$55,908	\$60,104	\$61,104	\$64,428
8	\$56,950	\$58,250	\$62,847	\$63,847	\$67,132
9	\$59,507	\$60,807	\$66,651	\$67,651	\$70,022
10	\$61,659	\$62,959	\$69,916	\$70,916	\$72,651
11	\$63,547	\$64,847	\$70,030	\$71,030	\$74,989
12	\$65,249	\$66,549	\$72,614	\$73,614	\$77,581
13	\$66,392	\$67,692	\$74,551	\$75,551	\$79,361
14	\$66,964	\$68,264	\$75,797	\$76,797	\$80,826
15	\$67,579	\$68,879	\$76,918	\$77,918	\$81,946
16	\$68,249	\$69,549	\$78,085	\$79,085	\$82,985
17	\$68,469	\$69,769	\$78,644	\$79,644	\$83,560
18	\$68,721	\$70,021	\$79,110	\$80,110	\$84,372
19	\$68,938	\$70,238	\$79,529	\$80,529	\$84,790
20	\$69,562	\$70,862	\$80,393	\$81,393	\$84,957
21	\$69,871	\$71,171	\$80,932	\$81,932	\$86,140
22	\$70,021	\$71,321	\$81,329	\$82,329	\$86,535
23	\$70,222	\$71,522	\$81,739	\$82,739	\$87,208
24	\$70,639	\$71,939	\$82,149	\$83,149	\$87,841
25	\$71,457	\$72,757	\$83,294	\$84,294	\$88,843
26	\$71,723	\$73,023	\$83,821	\$84,821	\$89,437
27	\$71,994	\$73,294	\$84,315	\$85,315	\$90,003
28	\$72,326	\$73,626	\$85,056	\$86,056	\$90,858
29	\$73,000	\$74,500	\$86,000	\$87,000	\$91,750

(In order to advance on the salary schedule, the employee 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.

2023-2024 LEA Pay Schedule including 2.25% Increase

Step	BA	BA+20	MA	MA+15	MA+30
1	\$44,052	\$45,382	\$48,132	\$49,155	\$52,119
2	\$45,569	\$46,898	\$49,948	\$50,971	\$53,971
3	\$47,391	\$48,720	\$52,088	\$52,403	\$55,944
4	\$49,287	\$50,616	\$54,078	\$55,100	\$58,204
5	\$51,356	\$52,685	\$56,188	\$57,211	\$60,443
6	\$52,940	\$54,269	\$58,951	\$59,974	\$63,244
7	\$55,837	\$57,166	\$61,456	\$62,479	\$65,878
8	\$58,231	\$59,561	\$64,261	\$65,284	\$68,642
9	\$60,846	\$62,175	\$68,151	\$69,173	\$71,597
10	\$63,046	\$64,376	\$71,489	\$72,512	\$74,286
11	\$64,977	\$66,306	\$71,606	\$72,628	\$76,676
12	\$66,717	\$68,046	\$74,248	\$75,270	\$79,327
13	\$67,886	\$69,215	\$76,228	\$77,251	\$81,147
14	\$68,471	\$69,800	\$77,502	\$78,525	\$82,645
15	\$69,100	\$70,429	\$78,649	\$79,671	\$83,790
16	\$69,785	\$71,114	\$79,842	\$80,864	\$84,852
17	\$70,010	\$71,339	\$80,413	\$81,436	\$85,440
18	\$70,267	\$71,596	\$80,890	\$81,912	\$86,270
19	\$70,489	\$71,818	\$81,318	\$82,341	\$86,698
20	\$71,127	\$72,456	\$82,202	\$83,224	\$86,869
21	\$71,443	\$72,772	\$82,753	\$83,775	\$88,078
22	\$71,596	\$72,926	\$83,159	\$84,181	\$88,482
23	\$71,802	\$73,131	\$83,578	\$84,601	\$89,170
24	\$72,228	\$73,558	\$83,997	\$85,020	\$89,817
25	\$73,065	\$74,394	\$85,168	\$86,191	\$90,842
26	\$73,337	\$74,666	\$85,707	\$86,729	\$91,449
27	\$73,614	\$74,943	\$86,212	\$87,235	\$92,028
28	\$73,953	\$75,283	\$86,970	\$87,992	\$92,902
29	\$74,643	\$76,176	\$87,935	\$88,958	\$93,814

(In order to advance on the salary schedule, the employee 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.

2024-2025: TBD

(In order to advance on the salary schedule, the employee 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 BA Step 1)	Year 2 (% of BA Step 1)	Year 3 (% of BA Step 1)	Year 4 (% of BA Step 1)	Year 5+ (% of BA Step 1)
Baseball:					
Head Varsity	9	9	11	11	13
Assistant Varsity	2.5	2.5	5.5	5.5	6.5
Head JV/Head Fr	5	5	7	7	9
Basketball:					
Head Varsity (B&G)	13	13	15	15	17
Assistant Varsity (B&G)	6.5	6.5	7.5	7.5	8.5
Head JV/Head Fr (B&G)	8	8	10	10	12
Middle School (B&G)	3.5	3.5	5.5	5.5	7.5
Cheerleading (Sideline Fall):					
Head Varsity	4	4	6	6	8
Head JV/Head Fr	2	2	4	4	6
Competitive Cheer:					
Head Varsity	9	9	11	11	13
Head JV/Head FR	5	5	7	7	9
Cross Country					
Head Varsity (B&G)	6.5	6.5	8.5	8.5	10.5
Middle School	3	3	5	5	7
Middle School Assistant	2	2	3	3	4
Football					
Head Varsity	13	13	15	15	17
JV/Fr/Assistants (7 total)	8	8	10	10	12
Golf					
Head Varsity (B&G)	6	6	8	8	10
JV (B&G)	4	4	5	5	6
Gymnastics					
Head Varsity	10	10	12	12	14
Assistant Varsity	5	5	6	6	7
Soccer					
Head Varsity (B&G)	8	8	10	10	12
Assistant Varsity (B&G)	2	2	4	4	6
JV (B&G)	4	4	6	6	8
Softball					
Head Varsity	9	9	11	11	13
Assistant Varsity	2.5	2.5	5.5	5.5	6.5
Head JV/Head Fr	5	5	7	7	9
Tennis					
Head Varsity (B&G)	6	6	8	8	10
JV (B&G)	4	4	5	5	7
Middle School	3	3	5	5	7
Track					
Head Varsity (B&G)	9	9	11	11	13
Assistant Varsity (B&G)	2	2	4	4	6
Middle School Head	3	3	5	5	7
Middle School Asst.	2	2	3	3	4
Volleyball					
Head Varsity	10	10	12	12	14
Assistant Varsity	5	5	6	6	7

Head JV/Head Fr	6	6	8	8	10
Middle School	4	4	6	6	8

Wrestling					
Head Varsity	11	11	13	13	15
Assistant Varsity	5.5	5.5	6.5	6.5	8
Head JV	7	7	9	9	11
Middle School	4	4	6	6	8
Middle School Asst.	2	2	3	3	4

1. Extra-duty assignments shall be based on BA, Step 1 of current year salary schedule.
2. Positions held by non-bargaining unit staff will be posted annually.
3. Non-school employees will be paid at 90% of this schedule.
4. Credit may be given at the District's discretion for experience in the same assignment in another school system or for a subordinate assignment in the same activity within the district.
5. Table 2 is placed in this agreement solely for the purpose of outlining the coaching pay schedules. Table 2 assignments are not subject to other articles of this agreement.
6. In coordination with the Athletic Department, coaches may pool salaries and share the amount in different percentages than above. However, no coach may receive more than the contracted amount for the individual position. A coach affected by pooling of salaries, who is a bargaining unit member, may veto the change of percentage amount for that position.
7. Positions will be filled by the District's determination of need.

**APPENDIX A
TABLE 3**

Non-Athletic Activity	Year 1 (% of BA Step 1)	Year 2 (% of BA Step 1)	Year 3 (% of BA Step 1)	Year 4 (% of BA Step 1)	Year 5+ (% of BA Step 1)
Department Chair-High School*	2	2	3	3	4
Department Chair-Middle School**	2	2	3	3	4
Band Director-High School	11	11	13	13	15
Assistant-HS Marching Band	3	3	3	4	5
Band Director-Middle School	5.5	5.5	7.5	7.5	9.5
Business Professionals	3	3	3	4	5
Class Advisor-High School	2	2	2	2	2
Committee Chair-District Approved***	3	3	3	3	3
Attending Approved District Meetings Outside Working Hours (as non-chair)	Curriculum Rate per hour.				
Field Trips Teachers Non-School Hours***	Curriculum Rate per hour.				
FFA	6	6	7	8	10
Geography Bee	1	1	1	1	1
Math 5/6 Combined Class	5	5	5	5	5
Model UN	5	5	5	5	5
Musical Director-High School	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
National Honors Society	2	2	2	2	2
Orchestra Director-High School	7.5	7.5	9.5	9.5	11.5
Orchestra Director-Middle School	5.5	5.5	7.5	7.5	9.5
Plays-High School	4	4	6	6	8
Plays-Middle School After School***	3	3	3	3	3
Robotics-District	3	3	3	3	3
Science Kit Facilitator	Curriculum Rate per hour.				
Science Olympiad-High School	3	3	3	3	3
Science Olympiad-Middle School	3	3	3	3	3
Spelling Bee (Attend Regional Competition)	1	1	1	1	1
Student Leadership-(i.e. Interact, Student Council etc)***	2	2	3	3	4
Technology Trainers	3	3	3	3	3
Vocal Music	5.5	5.5	7.5	7.5	9.5
Winter Guard-District	3	3	3	3	3
Yearbook	3	3	5	5	7

1. Positions held by non-bargaining unit staff will be posted annually.
2. Non-school employees will be paid at 90% of this schedule.
3. Positions will be filled by the District's determination of need.

It is preferred that District approved committee chairs and department chairs have a minimum of

five (5) years of teaching experience and teach a majority of his/her assignment in the department. Positions will be posted one trimester 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, or the committee is dissolved.

* High School Departments eligible for a Department Chair Stipend:

1. Business & Technology; 2. Counseling; 3. Freshman Center East Team Lead; 4. Freshman Center West Team Lead; 5. Humanities-Arts & Music; 6. Language Arts (incl. Drama); 7. Math; 8. Physical Education & Health; 9. Science (incl. Agri. Science); 10. Social Studies; 11. Special Education (incl. Social Worker & Teacher Consultant) 12. World Language.

** Middle School Departments eligible for Department Chair Stipend:

1. Exploratory; 2. Language Arts; 3. Math; 4. Science; 5. Social Studies; 6. Special Education.

*** District approved activities. These items must be initiated and pre-approved by Central Office.

APPENDIX A
TABLE 4

Hourly Rates	
Curriculum Workshops	\$25.00
School year New Staff Orientation (held outside normal)	
Intramurals	\$18.57
Special Assignment Stipend: The Board agrees to make available the amount of Ten Thousand Dollars (\$10,000) to be used as stipends for employees 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
CALENDAR

The District calendar can be found on the District web site under the “District: About the District” link. A copy may be obtained upon request to the Superintendent’s Office as well.

APPENDIX C

FMLA FACT SHEET SEPARATION AGREEMENT

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 D
GRIEVANCE FORM**

Grievance

Copies To: Employee
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 E
OVERLOADED CLASSROOM REIMBURSEMENT FORMULAS
– PAID PER TRIMESTER

Elementary Formula:

Contract (based on placement of individual teacher) amount divided by the number of student days, divided by the number of daily student contact minutes, divided by grade level maximum, times the number of minutes of the overload period, times the number of students over the maximum, times the number of days over the maximum.

Example: \$56,629 (MA, Step 8 in 2017-18 SY) divided by 180 student days = \$314.61, divided by 383 contact minutes = \$0.82, divided by 26 (2nd grade maximum) = \$0.032, multiplied by 50 minutes of overload time = \$1.60, multiplied by 2 students over maximum = \$3.20, multiplied by 58 days 1st trimester days = \$185.60.

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: \$70,401 (MA, Step 22 in 2017-18 SY) Divided by 180 student days = \$391.12 divided by 155 (5 classes x 31 max with overload for 6th grade) = \$2.52, multiplied by 58 student days in 1st trimester = \$146.35, multiplied by 3 students overloaded = \$439.05.

APPENDIX F
HISTORICAL LANGUAGE

1. 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.
2. 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.