

MASTER AGREEMENT

between the

OWOSSO BOARD OF EDUCATION

and the

OWOSSO EDUCATION ASSOCIATION

OWOSSO, MICHIGAN

JULY 1, 2018

to

JUNE 30, 2019

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Nondiscrimination and Equal Employment Opportunity

The Owosso Public School District does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, “Protected Classes”), in its programs and activities, including employment opportunities. In addition, arrangements can be made to ensure that the lack of English language proficiency is not a barrier to admission or participation.

The following compliance officers have been designated to handle inquiries regarding the nondiscrimination policies and grievance procedures: Jeff Phillips, Principal, Owosso High School, 765 E. North St., Owosso, MI 48867, (989) 723-8231, phillips@owosso.k12.mi.us or Catheryn Dwyer, Assistant Principal, Owosso Middle School, 219 N. Water St., Owosso, MI 48867 (989) 723-3460, dwyerc@owosso.k12.mi.us. The Section 504 Coordinator is Bridgit Spielman, Principal, Central Elementary 600 W. Oliver St., Owosso, MI 48867 (989) 723-2790 spielman@owosso.k12.mi.us.

AGREEMENT
between the
OWOSSO BOARD OF EDUCATION
and the
OWOSSO EDUCATION ASSOCIATION
COVERING THE PERIOD
From July 1, 2018 to June 30, 2019

AGREEMENT

This Agreement entered into this 1ST day of July 2018, by and between the Board of Education of the City of Owosso, Michigan, (the “Board”) and the Owosso Education Association (the “Association”).

The Board and the Association recognize and declare that providing a quality education for the children of Owosso is their mutual aim and that the character of such education depends to a large extent on the quality and morale of the teaching service. The members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards. The Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, as amended, to bargain with the Association as the representative of its teaching personnel as to hours, wages, and other terms and conditions of employment. Accordingly, the parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE 1: RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Michigan Public Employment Relations Act (“PERA”), for all certificated professional personnel including personnel on tenure and probation, classroom teachers, *Alternative certificate (“Fast Track”) teachers*, contracted substitute teachers, guidance counselors, non-teacher certified counselors, librarians, school psychologists and school social workers, speech and hearing teachers, advisory or critic teachers, teachers of the homebound or hospitalized, employed by the Board (whether or not assigned to a public school building), but excluding per diem substitutes, administrators, supervisory and executive personnel and office and clerical employees and all other employees. The term “Teacher” when used in this Agreement, refers to all employees represented by the Association in the bargaining unit as above defined.

The Association represents the probationary teacher in matters of wages, hours, and working conditions.

- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement. Nothing contained in this Agreement shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with this

Agreement, provided that the Association has been given opportunity to be present at such adjustment.

- C. Membership in the Association shall be open to all teachers regardless of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally-protected category (collectively, “Protected Classes”).
- D. The Board recognizes the Association as the exclusive bargaining representative for the following positions: driver education instructors (for District enrolled students), high school completion instructors, and summer school instructors and will negotiate salaries for employees in the above positions.
- E. The term “school year” includes the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- F. Nothing contained in this Agreement shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers in this Agreement shall be deemed to be in addition to those granted under the Constitutions of the United States and Michigan.
- G. After consultation with the Association, the Board shall have the right to take whatever steps may be necessary to comply with the Americans with Disabilities Act (ADA).
- H. Seniority shall be based on years of service with the District, beginning the first day of work. If more than one (1) teacher has the same seniority date, teachers shall be listed based on the last four (4) digits of the social security number, highest to lowest.

The seniority list shall be posted each year by October 15. Teachers shall have until November 15 to object to the list; thereafter, the list shall be final and conclusive.

Seniority shall be lost if:

- 1. A probationary teacher is not recalled within two (2) years of layoff;
- 2. A tenured teacher or nonprobationary itinerant is not recalled within two (2) years of layoff;
- 3. A teacher fails to return or respond to recall notice within ten (10) days of certified mail notice; or
- 4. A teacher fails to return within three (3) days of expiration of an unpaid leave of absence, provided written notice of expiration of leave of absence is forwarded by the District beforehand.

ARTICLE 2: MANAGEMENT RIGHTS

- A. The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of Michigan and the United States, including, but without limiting the generality of the foregoing, the exclusive right to:
 - 1. Determine the number, size, and location of its buildings and branches and equipment, machines, material, information, data, systems, supplies and procedures to be used in such buildings or branches and title change or discontinuance of any location or use thereof.
 - 2. Make all financial decisions including, but not limited to, the setting, fixing, levying, collection, and administration and control of all monetary funds, from any source, the financing and borrowing of capital funds and the merger or consolidation of the District, together with the right to maintain the financial books and records in such manner as is permitted by law and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to the board of education and to government bodies requiring financial reports.
 - 3. Determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.
 - 4. Generally direct the work of the employees, subject to the terms and conditions of this Agreement.
- B. The Board's exercise of the foregoing power, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of related judgment and discretion shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 3: ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to PERA, as amended, every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under Michigan law, the Board will not directly or indirectly encourage, discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by PERA or the Constitutions and laws of Michigan and the United States; that it will not discriminate against any teacher as to hours, wages, and other terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding as defined by the Grievance procedures about any provision of this Agreement or any existing rule, order, or regulation of the Board as to wages, hours, terms or conditions of employment, except those which are a prohibited or illegal bargaining subject.

- B. The parties recognize the right to invoke the assistance of the Michigan Employment Relations Commission under PERA.
- C. The Association and its members shall continue to have the right to use school facilities at reasonable hours for meetings to conduct necessary Association business as in the past. Arrangements shall be made with the Administrator of the building in question in advance of the time and place of all such meetings. The Association shall provide all materials and supplies incident to such use.
 - 1. The Association shall have the right to place notices, circulars, and other material on a designated bulletin board and in teachers' mail boxes, including electronic mail. Copies of all such material shall be given to the building principal, but his/her advance approval is not required.
 - 2. The Association may have reasonable use of the school mail and delivery services.
 - 3. The Association may use a building's public address system to announce the time of meetings at the time regular building announcements are read. Special announcements must be scheduled before classes are in session or after they have been dismissed.
- D. The Board will furnish to the Association officers and/or designated representatives in response to reasonable requests from time to time all records about the District's financial resources, tentative budgetary requirements, and allocations and such other information as legally would be available to the Association.

The Association shall, whenever feasible, have the opportunity to consult with the Board's representatives as to fiscal, budgetary, and tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration before their adoption and/or general publication. The Board will inform the Association whenever a formal request to establish a Public School Academy (Charter School) is received.

- E. Duly-authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that this activity does not interfere with or interrupt normal school operations as determined by the building administrator.
- F. The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the District to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with this Agreement and provided that such provisions do not conflict with the law.

ARTICLE 4: PROFESSIONAL COMPENSATION

- A. The salary schedule is based on a normal weekly teaching load as defined by Article 5.

- B. The salaries of teachers covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement. For the 2011-12 school year, the BA base of the 2010-2011 (refer to Appendix F 2010-11 salary schedules) Agreement was reduced by 5.35%, which represents a 1.5% reduction in the salary schedule and 3.85% reduction due to the reduced number of days for the 2011-12 contract from the prior year.

For the 2018-2019 school year, bargaining unit employees will be paid on the salary schedule as set forth in Appendix D.

- C. Extra Duty Class Coverage:

Secondary Teachers

When a teacher is requested by the building administrator and voluntarily provides class coverage when a qualified substitute is not available for a teacher absent one-half (1/2) day or more, the teacher will be compensated per the attached schedule. The teacher will not be compensated unless class coverage has been requested and approved by the building administrator.

Elementary Teachers

When a special education teacher's absence is to be one-half (1/2) day or more, and a qualified substitute is not available, another special education teacher may be asked by the building principal to provide extra duty class coverage. Teachers will be provided additional compensation per attached schedule if the class size exceeds maximum special education limits for respective classes. The teacher will not be compensated unless class coverage has been requested and approved by the building administrator.

If a teacher is requested by the building principal to voluntarily act in the place of a teacher absent one-half (1/2) day or more, the teacher will be compensated per the attached schedule for the hours of extra duty class coverage. The teacher will not be compensated unless class coverage has been requested and approved by the building administrator.

- D. Hourly Paid Teachers

Teachers may expect to be remunerated for working at certain school-sponsored events. Generally, these will include after-school hour events at which admission is charged or a collection taken. They might also include events where no income is anticipated but which are sponsored by organizations which expect to pay necessary expenses from their respective treasuries.

Bus Chaperone pay for out-of-town after-school events will be calculated on time in transit only.

The above rates will be effective on the first day teachers are to report of each year.

- E. If the Association and the Board mutually agree that a teacher shall be engaged during the school day in negotiating on behalf of the Association with any representative of the Board or shall participate in any professional grievance negotiation, he/she shall be released from regular duties without loss of salary. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Association release time.

- F. Teachers shall receive their paychecks every other Friday or the day before a recessed break is scheduled to take place, if such a recessed break interferes with the regular pay schedule. The paycheck will be dated and negotiable on the date it is issued. For pay periods scheduled during Thanksgiving, winter and spring breaks, the paycheck will be issued and negotiable on the normally scheduled pay day. Upon initial employment, teachers shall select in writing, which may only be changed once a year before the first pay of the school year, to receive their salary in:
 - 1. 26 pay periods --- salary paid substantially equal over 26 pay periods commencing with the beginning of the contract year.

 - or

 - 2. 21 pay periods --- salary paid substantially equal over 21 pay periods commencing with the beginning of the contract year. Unless otherwise notified on or before August 20, paycheck distribution will remain the same as the previous year.

- G. Association days shall be set at twelve (12). Officers or designated representatives of the Association will be granted a day's leave upon request for Association business, provided such leave has prior approval of the Association. The Association President shall transmit written authorization to the Board through the District Administration no less than forty-eight (48) hours of the date for intended use of said leave. If a teacher has permission to use Association days from the District Administration; the teacher is nominated for and selected for a state or national level leadership position, and in instances where the cost of a teacher's substitute is reimbursed to the District by the Association, Michigan Education Association, and/or National Education Association, the days shall not be deducted from the number of Association days set forth above. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Association release time.

- H. The Board shall provide one (1) hour of release time per instructional day for the Association President. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Association release time.

If the Association President is an elementary teacher, he/she shall receive three (3) days per month released time. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Union release time.

- I. Miscellaneous Additions

1. All teachers employed with the District for over twenty (20) years shall receive .0146 of the BA Base Degree Salary over and above the basic teacher salary schedule. All teachers employed with the District for over twenty-five (25) years shall receive .0544 of the Base Degree Salary over and above the basic teacher salary schedule.
2. Department Heads Rate of Pay (See Appendix D).
3. Graduate Hours
 - a. Effective with the 2008-2009 school year, certified bargaining unit employees on the BA Base salary schedule with ten (10) or more semester hour credits shall receive twenty (\$20) dollars per semester hour for all semester hours over nine, with a total maximum payment of \$400 dollars.
 - b. Effective August 31, 1992 a teacher with a B.A.+35 will be placed on the Master's schedule (M.A./B.A.+35). At least thirty (30) credits of the thirty-five (35) credits must be part of a Master's degree program.
 - c. Effective September 1, 2003, to apply for a salary schedule increase, course work must be directly related to the educational field or instructional area and from an accredited college or university.
4. Special work area schedules (athletics, music, etc.) are paid per Appendix C, in three (3) equal installments for year-long activities or at the end of the season in November, March, and/or June.
5. International Baccalaureate Coordinators shall oversee the application process of the International Baccalaureate program and other responsibilities assigned by the District pertaining to the program. The Coordinators shall not be a supervisor of, or have administrative responsibilities over any other employees covered by this Agreement.

The International Baccalaureate Coordinators will be provided a minimum of two (2) class periods per school day as release time for the responsibilities associated with the program. When there is less than two (2) release hours per day, additional release time will be granted with the approval of the building administrator.

6. Advisors of the Career and Technical Education Student Organizations (CTSO) for the required responsibilities of advisors outside of their contractual teaching hours shall be in compliance with the State of Michigan Career and Technical Education requirements of State-approved programs. Career and Technical Education Student Organizations are as follows:
 - Business Professionals of America (BPA) - 1 advisor
 - Accounting
 - Business, Management & Administration
 - Family, Career & Community Leaders of America (FCCLA) - 1 advisor
 - Family & Consumer Sciences
 - Teacher Education

- Skills USA - 1 advisor
 - Construction Trades
 - Engineering
 - Culinary Arts
- Michigan Industrial & Technology Education Society (MITES) - 1 advisor
 - Wood Technology

A stipend will be paid to each advisor of the above-listed Career and Technical Education Student Organizations, not to exceed a maximum of five (5) advisors, based on participation at the Regional, State, and National competitions. To receive the stipend for participation, the advisor shall complete a Career Technical Education Student Organization Advisor Pay Request Form requesting payment with the requested documentation as indicated on the Advisor Pay Request Form (Appendix E). The stipend will be paid based on the schedule in Appendix D.

Activity group meetings must occur after instructional time.

7. Teachers who have taught two (2) or more full semesters inside the Owosso Public Schools will advance to the next full step on the salary schedule at the beginning of the fall semester only. Substitute days or part semesters will not accumulate to one-(1) year of experience.

Teachers who have been teaching without proper certification will not receive credit for this experience. Teachers shall be advanced one (1) step on the salary schedule for one (1) to three (3) years of active military service and a second step for active military service in excess of three (3) years.

8. Increments for completion of additional educational credits shall become effective the beginning day of each school year. Advancement under the salary schedule shall be automatic as of that day or the beginning of the second semester following proof of completion of required academic or professional courses, provided that submission is by the first day of school or the last day of the first semester, respectively.
9. In addition to the basic salary as provided in the foregoing, teachers shall be reimbursed for reasonable and necessary transportation expenses incurred in the fulfillment of required school assignments at the rate established by Board policy for all District personnel. In no event will such rate be less than \$.19 per mile.

ARTICLE 5: TEACHING AND WORKING HOURS

- A. 1. The teacher's normal working hours in the secondary schools shall be as follows:

High Schools	7:35 a.m.- 3:00 p.m.
Middle School	7:35 a.m.- 3:00 p.m.

The schedule of work hours for counselors may be adjusted by the administration with consultation before the first Friday of the school year with the counselor(s). The hours

may be adjusted by up to one (1) hour per day between the hours of 7:30 a.m. and 4:30 p.m. with the total time not exceeding the teacher's normal working hours.

Such work hours may have to be altered to meet bus schedules. Under such circumstances, the total amount of time involved in the work day shall not exceed the amount of time listed above.

2. The teacher's teaching hours in the secondary schools shall be as follows:

Owosso High School	7:45 a.m. – 2:45 p.m.
Lincoln High School	7:45 a.m. – 2:40 p.m.
Middle School	7:45 a.m. – 2:40 p.m.

- B. 1. The teacher's normal working hours in the elementary schools shall be as follows:

8:25 a.m. to 3:50 p.m.

Such school hours may have to be altered to meet bus schedules. Under such circumstances, the total amount of time involved in the school day shall not exceed the amount of time listed above.

2. The teacher's teaching hours in the elementary schools shall be 8:45 a.m. – 3:40 p.m.
3. Hours of kindergarten teachers shall be fixed by the building Administrator at the beginning of each semester, but shall in no event be longer than the foregoing.

- C. Unless permission is granted by the building Administrator, teachers shall leave school no earlier than 3:50 p.m. for elementary teachers and 3:00 p.m. for middle and high school teachers. On the day before a holiday or Fridays, the teachers may leave when the students are dismissed, except in emergencies such as inclement weather.

- D. The Board recognizes the principle of the standard forty (40) hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within a standard work week. Teachers may be required to attend a maximum of eight (8) hours annually of meaningful and necessary school improvement meetings and three (3) hours annually of faculty meetings and nine (9) hours annually of department/grade level meetings. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building except in an emergency.

Should it be impossible to schedule staffing and child study meetings during work hours, they will be scheduled as close to the contractual working hours as possible.

The schedule for professional development must be publicized at least sixty (60) days in advance.

If professional development is cancelled for some unforeseen reason, the professional development may be re-scheduled upon consultation with the Professional Governance Council.

The District will make reasonable efforts to apply for State Continuing Education Clock Hours for professional development opportunities. The final authority for granting SCECHs rests with the Michigan Department of Education. If the Department denies approval for any reason, the District shall bear no liability for said denial. Professional development meetings for which SCECH credits are not provided shall, on request, become a topic of discussion with the Professional Governance Council.

- E. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes. In an emergency, teachers may volunteer for duty and receive additional compensation as provided in Article 4.D.
- F. All teachers will be required to attend one (1) open house each year, of a maximum of two (2) hours in length. In addition, high school teachers will be required to attend Commencement exercises. Attendance at evening meetings, such as PTO, civic affairs, and educational meetings shall be at the option of the individual teacher. Teacher participation in extra-curricular activities for which no additional compensation is paid shall be voluntary. Mandatory data review meetings will occur three (3) times a year during teacher planning time.
- G. Parent-teacher conferences may be scheduled after the work day, up to six (6) hours for the elementary and middle school and three (3) hours for the high schools per school year.
- H. The teacher's work year shall be determined by the calendars included in Appendix B. The calendar shall be mutually agreed to by the parties.
 - 1. Should school be canceled more than thirty (30) hours because of conditions not within the control of school authorities, any hours in excess of thirty (30) shall be rescheduled. The Board reserves the right to reschedule these hours as instruction or in-service hours. The makeup of instructional hours and days shall be undertaken only as necessary for the District to have 1098 instructional hours and allotted professional development time.
 - 2. To comply with the instructional hour requirements in the State School Aid Act and assure that the District receives the total revenue available under the State School Aid Act, the parties agree to consult and make up any lost hours of instruction on an hour-by-hour basis after consideration of any exclusion of days/hours allowable under the State School Aid Act. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers are not obligated to attend a subsequent re-scheduling of the instructional day.
 - a. If, at any time during the duration of this Agreement, it becomes lawful to count as days of student instruction those days when student instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions in addition to the current thirty (30)

hours, for these specific days bargaining unit employees shall be excused from reporting to duty without loss of pay. These specific hours lost due to school closing under the foregoing circumstances shall not be rescheduled.

- b. To the extent that any other provision of the Agreement, such as the school closing provision, school calendar, or the like is inconsistent with the foregoing, such provision(s) shall be null and void as to the extent of the inconsistency.
 3. The Board shall not be required to cancel a "work day" or a portion of any day which is so scheduled. However, the Board may do so at its discretion. If a "work day" is canceled, it shall not be rescheduled.
 4. If, due to unforeseeable problems, parent/teacher conferences cannot be held on the scheduled dates, they will be rescheduled by the Board following consultation with the Association.
 5. When session days are delayed, teachers will report fifteen (15) minutes before the opening of the students' scheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed bargaining unit employees will be excused from reporting to duty.
 6. If a teacher receives unemployment compensation benefits (which also includes "under-employment benefits") during the school year (associated with their regular teaching assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are re-scheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.
 7. Any decision to cancel days, or delay the starting time, shall not be grievable.
- I. Instructional Hour Requirements and Parameters
1. The State of Michigan has mandated 1098 instructional hours for school districts and a minimum number of instructional days as required by the State School Aid Act.
 2. In recognition of the need to comply with these instructional hour requirements and the financial implication of noncompliance, the following parameters will be used to respond to State hour/day mandates:
 - a. The Administration reserves the right to assign elementary specialist teachers, increase or decrease the number of specialist teachers, schedule recess periods, and arrange classroom teacher schedules consistent with the parameters cited above to comply with State instructional hour requirements.

- b. If State-mandated requirements for instructional days or hours change during the duration of this Agreement, and such changes conflict with the current Agreement and/or result in the District being out of compliance with State-mandated instructional hour or day requirements, the parties shall re-open the contract to consider and resolve the day and hour requirements.

ARTICLE 6: TEACHER QUALIFICATIONS

- A. High School and Middle School
 - 1. Teaching assignments will be the responsibility of the building Administrator.
- B. Elementary Schools
 - 1. Teaching assignments will be the responsibility of the building Administrator.
- C. The parties recognize the obligation to meet the criteria for “highly qualified teachers”, as established under state and federal statute and regulations. Staff shall be aware of the requisites for their current teaching position and work toward those qualification standards.
- D. The Owosso Public School District Administration will forward to the Association Treasurer a copy of all Personnel Action Forms for all new hires and current employees within the bargaining unit within ten (10) business days of receipt of the Personnel Action Form by the Personnel Department.

ARTICLE 7: TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in Owosso High School will be thirty (30) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in Lincoln High School will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the Middle School will be thirty (30) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching hours. Each elementary teacher will be provided with 45-60 minutes of unassigned planning time five (5) days a week. No departure from these norms, except for an emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.
- B. Teachers will assume responsibility for hall conduct for the area adjacent to their rooms and may expect reasonable assignment by the building Administrator corridor duties.
- C. Teachers may expect reasonable assignment by the building administrator to school related activities carried on within the school day.
- D. The Board and the Association recognize that the education of the children of the Owosso Public School District is their primary responsibility and recognize that they also have a responsibility to assist in the training of future teachers. The Board agrees to the following

practices for student or practice teachers.

1. No teacher shall be assigned a student teacher against the teacher's wishes.
2. Probationary teachers may not be used as critic or supervisory teachers.
3. Critic or supervising teachers shall have the right to recommend to the building Administrator the rejection at any time of any assigned student teacher with whom they feel they cannot work effectively.
4. No critic teacher may be assigned more than one (1) student teacher for a given time period in academic classes unless the critic teacher agrees to the multiple assignment.
5. Critic teachers will receive the current rate of compensation paid by the universities.
6. Student teachers will not be used as substitute teachers outside their student teaching assignments.

ARTICLE 8: TEACHING CONDITIONS

The availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. The primary duty of the teacher is to teach and the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily used to this end.

A. PROGRAM LEVELS

1. Secondary Schools

The student-teacher ratio is an important aspect of an effective educational program in conjunction with exemplary teaching methods.

The table listed below provides a historical perspective.

Year	Class Size Maximum	Class Average – Core Classes (core-curricular subjects: Mathematics, Science, Social Studies and English Language Arts)
Before 2004	35	
2004 – 2005	34	
2005 – 2006	32	
2008 – 2011	32	27

Starting with the 2011-2012 school year, the maximum class size for secondary students is thirty-five (35). Certain activity type classes such as physical education and performing music groups (excepting Middle School general music classes) may be larger. Physical

education classes will not exceed forty-three (43) students. Pool classes within the physical education program will not exceed forty (40) students.

The class sizes shall be calculated on the tenth (10th) business day of each semester/trimester and shall be shared with the Professional Governance Council within a reasonable timeframe.

Extenuating circumstances may produce a situation where teacher class size is larger than allowed by the Agreement. Those violations shall be granted after review by the Professional Governance Council on a case-by-case basis and deviations from this Agreement maximums shall be determined based on the following factors:

- Voluntary agreement by the teacher involved.
- Adequate and safe facility available: room size, desks, chairs, available working equipment stations especially in those areas where available space, equipment, number of work stations or special nature of the class makes smaller classes mandatory or desirable (i.e., one computer per student).
- Reasonable statement of need.
- Stipend of \$300 per student per semester and \$200 each trimester for each limit violation.

General education teachers in team taught classes will have all students enrolled in the class (both special education and general education students) counted toward the hourly maximum.

After considering the above factors and review by the Professional Governance Council, the District reserves the right to place students in a classroom subject to payment of the stipend identified above.

2. Elementary Schools

The table listed below provides a historical perspective.

	*1991	2003-04	2004-05	05-06	10-11
Young Fives	15				
Kindergarten-Grade 1	20	26	26	26	26
Grades 1-3	22 29	27		26	26
Grades 4-6	25 32		30 29	29	

*The class size listed was an optimum target mutually agreed upon.

The maximum class size for elementary students shall be as indicated below:

Kindergarten –Grade 1	27
Grades 2-3	30
Grades 4-5	32

Class sizes shall be calculated on the tenth (10th) business day of each semester and shall be shared with the Professional Governance Council within a reasonable timeframe.

Extenuating circumstances may produce a situation where teacher class size is larger than allowed by this Agreement. Those violations shall be granted after review by the Professional Governance Council on a case-by-case basis and deviations from Agreement maximums shall be determined based on the following factors:

- Voluntary agreement by the teacher involved.
- Adequate and safe facility available: room size, desks, chairs, available working equipment stations especially in those areas where available space, equipment, number of work stations or special nature of the class makes smaller classes mandatory or desirable (i.e., one computer per student).
- Reasonable statement of need.
- Stipend of \$300 per student per semester over the maximum class size or provide the services of an additional instructional aide for one (1) hour per day per student over the maximum class size, if available, at the discretion of the District. The Board shall have ten (10) school days to employ said aide.

After considering the above factors and review by the Professional Governance Council, the District reserves the right to place students in a classroom subject to payment of the stipend identified above.

The placement of the children shall be discussed at a conference between the District and the teacher of the grade level to be affected before permanent placement of the child in a given class. The District retains the right to place the child after the discussion.

3. Special Education

The student-teacher ratio for each teacher in special education shall be maintained in accordance with state and federal law as defined in the Michigan Administrative Rules of Special Education. If an official deviation is granted by the State, then a stipend will be paid of \$300 per student in excess of the case load maximum at the end of each semester in which the deviation occurs.

- a. IEP Team meetings shall normally be scheduled within the school day to allow general education teachers to attend during their planning periods without causing the District to hire substitute teachers. It shall be mandatory that each teacher invited will attend the IEP Team meeting.
- b. Should it be impossible to schedule the IEP Team meeting during work hours, it will be scheduled as soon after the end of the work day as possible. All invited teachers will attend these IEP Team meetings. After attending four (4) IEP Team meetings after work hours, teachers will be paid the IEP hourly rate for their time at subsequent IEP Team meetings after work hours provided the IEP lasts at least thirty (30) minutes after the end of the work day.

- c. Special Education teachers will schedule planning time, with approval of the building administrator, within the work day commensurate with planning time afforded to general education staff.
- B. The parties recognize that a few children having certain problems requiring special consideration may cause disturbance within the normal classroom procedure. Every effort will be made to place this child in a classroom with reduced student load. Should it become evident that a given child becomes increasingly difficult to teach without being detrimental to the rest of the students, the following procedure should be observed for the most successful method of addressing the problem.

Procedure for Addressing Problem Children

- 1. Recognize problem
 - 2. Discuss with building administrator
 - 3. Keep accurate anecdotal records - incident and date
 - 4. Confer with Principal on possible action:
 - a. Discuss problem with parents - anecdote
 - b. Refer to school social worker and/or counselor
 - c. Arrange with principal to confer with:
 - (1) Other teachers
 - (2) Parents
 - (3) Health Center
 - (4) Other agencies
- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, music equipment and supplies, athletic equipment, current periodicals, standard tests and questionnaires, computers, networking and similar materials are the tools of the teaching profession.
- Staff recommendations for purchasing teaching supplies and equipment, capital outlay items, and maintenance of equipment and buildings will continue to be sought by the Board.
- D. The Board will continue to provide aides, in particular, one (1) aide per building, where possible and within the budget to assist teachers in non-professional responsibilities.

- E. As in the past, libraries will continue to be a part of the budget and reference libraries will be provided wherever possible.
- F. The Board will make available, whenever possible, equipment necessary to aid teachers in the preparation of instructional materials, including photocopiers and fax machines at each building, as well as computer terminals dedicated for each teacher's use.
- G. As in the past, the Board shall provide through the budgetary process:
 - 1. A separate desk for each teacher in the District. Lockable space upon request.
 - 2. Space for each teacher to store coats, overshoes, and personal articles.
 - 3. Chalkboard and bulletin board space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
 - 5. College edition dictionary in every classroom, upon request.
 - 6. Storage space in each classroom for instructional materials.
 - 7. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- H. Wherever possible, within existing facilities, the Board shall make available in each school adequate lunchroom, rest room, and lavatory facilities exclusively for teacher use, and at least one (1) room which shall be reserved for use as a faculty lounge. The faculty lounge will be furnished with at least one (1) reasonably sized table with chairs, a small refrigerator, a microwave, and a telephone for local calls. Classroom use shall take precedence over all other building use.
- I. A private area where teachers can make phone calls will be available in each building. Toll calls will be charged to the teacher if not related to school business.
- J. A vending machine for beverages may be installed in the teachers' lounge at the request of the Association, the proceeds to be used for the existing teachers' fund of the building.
- K. Adequate parking facilities shall be provided for teachers. Excluded from this provision is Central School (due to property limitation). Parking facilities and sidewalks shall be maintained at all times.
- L. This Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, religion, color, national origin, sex, or marital status or membership in or association with the activities of any legal employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all students.

- M. Attendance records are necessary to determine the student attendance during the membership count period so that the membership count can be substantiated. The official record of student attendance is the teacher's original attendance record (book), provided by the District, which has been reviewed and signed by the teacher. An acceptable alternative is a computer-generated listing or report that is signed by the teacher to certify the accuracy of the attendance.

All teachers will be responsible for maintaining legible, accurate, and reliable attendance records that comply with the District-wide standard attendance procedures.

- N. Grade reports are necessary to monitor and report the progress of students. Refer to Appendix B for the due dates of all marking period grade reports for grades K-12 and mid-marking period progress reports for grades 6-12.
- O. Recognizing the value and necessity of video surveillance to protect the safety and well-being of our students and staff, the parties support the use of video monitoring of the entrances and other vital and deemed necessary areas of the school buildings.
- P. The District will make reasonable efforts to apply for State Continuing Education Clock Hours (SCECHs) for qualifying professional development activities within the District, including:
- Professional development activities at which attendance is required by the District.
 - Any qualifying department and school improvement meetings.
 - Teacher mentoring
 - Student teacher mentoring

The District will make reasonable arrangements and provide the necessary processes, documents, and materials for granting SCECH credit. While the District will attempt to apply for any activities or meetings for which SCECHs may be granted, the final authority for granting SCECHs rests with the Michigan Department of Education. If the Department denies approval for any reason, the District shall bear no liability for said denial. Professional development meetings for which SCECH credits are not provided shall, upon request, become a topic of discussion with the Professional Governance Council.

ARTICLE 9: VACANCIES-TRANSFERS-PROMOTIONS

- A. Definitions: For the purpose of this Article:
1. A vacancy shall exist at the point that a position within the bargaining unit is newly created, or when a position is open due to retirement, transfer, resignation, or death, unless that position is scheduled to be eliminated and thus goes unfilled at the discretion of the Administration.
 2. Displaced shall be defined as a teacher whose specific position, specific assignment, specific subject, or specific grade level classroom is intended for elimination for the next school year. Teachers who are displaced and re-assigned are given seven (7) calendar

days to file a transfer request to be considered for any appropriate openings that may become vacant.

3. Transfer shall be a change in specific position, specific assignment, specific subject, or specific grade level classroom.
 - a. Voluntary transfer shall be a transfer either requested via transfer request form by an individual teacher or one that is agreed on by the teacher, at the proposal of the Administration. In either case, a 48-hour consideration period shall be afforded the teacher before his/her reply may be accepted by the Administration.
 - b. Involuntary transfer shall be a transfer initiated by the Administration without agreement of the teacher involved.
4. Seniority shall be defined as defined in Article 1.H.
5. Teacher displacement and reassignment decisions are within the Employer's sole authority discretion.

B. Notice of Request for Transfer and Applying for Vacant Positions

Teachers actively employed, as well as teachers anticipating return from leave as of the first day teachers are scheduled to report for work at the beginning of the forthcoming school year, may apply for vacant positions by submitting a written application (See appendix A) to the Personnel Department.

- D. Any teacher who elects to fill a supervisory or executive position and later returns to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement before such transfer to supervisory or executive status.

ARTICLE 10: LEAVES OF ABSENCE

- A. The District will comply with the Family and Medical Leave Act of 1993 (FMLA) as amended. For reference, the FMLA notice is posted on the Owosso Public Schools web site under Staff Resources.

B. PAID LEAVE

1. Sick Leave

All teachers absent from duty on account of personal illness or disability, or any other approved reason, shall be allowed full pay for a total of twelve (12) days in any school year. Leaves of absence with pay, chargeable against the teacher's allowance shall be granted for the following reasons:

- a. The above leave shall be credited for accumulation on July 1 for each contracted teacher.
- b. Current year's leave may be used for family illness within the limits of this policy. Family shall be defined as, parent, spouse, child, sibling, or dependent of immediate household. Accumulated sick leave may be used for absences requiring a medical leave for serious health conditions of a spouse, child, or parent.
- c. First year teachers shall come under the following exceptions:
 - i. First year teachers shall receive their annual allotment of sick leave days on the first day he/she reports for duty in each school year. Any teacher leaving the District who has used such sick days in excess of his/her allowance (e.g., at the rate of one (1) day per contract month) shall have such sick leave pay deducted from his/her wages.
 - ii. The number of days of leave allowed new employees shall be reduced 1/10 for each month or major fraction thereof that the employee has not been under contract.
- d. A maximum of six (6) days and two (2) personal leave days, if available, may be used per school year for a death. The teacher may use the above days to attend the funeral of any person.
- e. Sick leave days will not be charged against the teacher's allowance for days in which school is not in session.
- f. When a teacher wishes to be absent from school and there is not a definite time conflict with school assignments, such absence, if it has the approval of the building principal or the Board's designate does not result in deduction in salary. The loss of sick leave is determined on the merits of the individual case. Decisions on those individual cases will be available to the Association upon request.
- g. Leave days shall accumulate to 180 days with all unused leave carried over and each employee shall be credited for the number of days accumulated under the previous policy. Accumulated leave shall be for personal illness or disability except in extreme hardship cases where, upon written application, exceptions may be granted at the Board's discretion.

Those accumulated sick leave days beyond 120 days may only be used for the serious health condition of the employee.

At the end of each school year or earlier if necessary to prevent loss of pay, a teacher may request to have those accumulated days beyond 120 days transferred to their regular sick leave bank. This request must contain appropriate physician statements to document the days absent for a serious health condition.

Individual employees will be notified annually of the number of sick days accumulated in excess of 120 days and the number of catastrophic days accumulated. Employees will be notified in the evaluation process as to leave usage in comparison to overall staff use.

- h. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for a maximum of sixty (60) days with no subtraction of sick leave, thereafter, sick leave shall be subtracted.
- i. The Board may request evidence in the form of a physician's certificate from a teacher absent because of illness.
- j. The Superintendent shall certify as to the legitimacy of a claim for compensation for absence under this Agreement.
- k. At the request of the teacher and approved by Administration, sick days may be used for voluntary attendance to a professionally relevant conference, including conferences with alternate funding sources.

2. Personal Leave Days

Two (2) Personal Leave Days per year are a privilege and as such are subject to the ethical standards of the teaching profession. The purpose of personal leave days is to provide teachers with time to conduct business that cannot otherwise be conducted or scheduled at another time. A teacher taking a personal leave day shall file a notice of his/her intent to take such day with his/her principal or other immediate supervisor at least three (3) days before the date of such leave (except in an emergency).

Personal leave days shall not be authorized for the first or last week of each semester and the day before or the day after a holiday or vacation (except in an emergency as determined by the building Administrator). Personal leave days shall not be authorized for use the first three (3) days or the last three (3) days of each trimester. The first and last week of each semester or trimester will be defined as the first and last week when students are scheduled to attend school by the calendar in Appendix B: School Calendars.

Unused personal leave days shall accumulate until the personal leave day bank has been filled. After the personal leave day bank has been filled up to five (5) days, unused personal leave days shall accumulate as additional sick leave days. At the discretion of the Superintendent or designee, personal leave days may be canceled if the number of request for any one day jeopardizes the orderly conduct of the instructional program.

If an employee does not use any personal leave days in a school year, a stipend of \$100 shall be paid in the employee's final check of the school year.

3. Personal Leave Day Bank

A personal leave day bank will be created for each bargaining unit employee until a total of five (5) has been reached. All personal leave days will be subject to the criteria in section 2 (above). The personal leave day bank will be included under personal leave days on the check stub.

4. Conference Attendance

Teachers who, with the approval of the Board, become professional representatives of the school in attendance at an educational meeting or conference shall have no salary deductions. The request for such time with a statement of the expense involved, if reimbursement is allowed, should be submitted to the immediate supervisor in writing at least seven (7) school days before the date of the monthly school Board meeting. Exceptions to this rule, such as late notice of a meeting, shall be handled through the building Principal.

If approval is given, the request shall be answered in writing, and if the expense for the activity is allowed, the amount will be stated in the reply.

If denied, a statement about the denial will be so noted in writing on the Conference Request Forms.

- a. Leave shall be granted upon approval of the Administration.
- b. If expenses are allowed, they will be as follows: Actual cost of approved transportation and lodging, pay of the substitute, registration fee, and the cost of meals (not to exceed \$20 per day).
- c. The Administration expects either a written or oral report, or both.
- d. The representative may be expected to share his/her experience with other groups.
- e. If several request leave and all cannot be excused, building principals shall decide for those requesting leaves in their buildings; Administration shall determine the total number and priority.
- f. When requested by the District, attendees of conferences that occur outside of the days or times outlined in the contract will be paid at the hourly rate specified in Appendix D under "Hourly Paid Teachers" as "Conference attendees/Curriculum writers". Hours paid will be for the time actually in attendance at the conference while the conference is in session. While in attendance at the conference, if special work outside of the conference time is required by the District or as part of the conference, these hours may be paid as well. All such time shall be pre-approved by the District. At the conclusion of the conference, a timesheet documenting the conference purpose including funding source, date(s), start time(s) and end time(s) of hours to be paid shall be submitted for approval by the District before payment.
- g. When requested by the District, curriculum writing that occurs outside of the days or times outlined in the contract will be paid at the hourly rate specified in Appendix D

under “Hourly Paid Teachers” as “Conference attendees/Curriculum writers”. Hours paid will be for the time actually spent writing curriculum. All such time shall be pre-approved by the District. Once completed, a timesheet documenting the purpose including funding source, date(s), start time(s) and end time(s) of hours to be paid shall be submitted for approval by the District before payment.

- h. When requested by the District, teachers that provide formal in-house professional development to other District employees that occurs outside of the days or times outlined in the contract will be paid at the hourly rate specified in Appendix D under “Hourly Paid Teachers” as “Summer School Instructors”. Hours paid will be for the time presenting and for any reasonable amount of time spent in preparation for the presentation. All such time shall be pre-approved by the District and a timesheet documenting the purpose including funding source, date(s), start time(s) and end time(s) of hours to be paid shall be submitted for approval by the District before payment.

5. Jury Duty/Court Appearance

A teacher may be absent when called for jury service or for a court appearance in which the teacher is subpoenaed for professional reasons as a district employee. The Board will pay the difference between the teacher’s per diem rate and the remuneration received because of such appearance.

6. Exchange Teaching

The Board may grant a teacher who has served in the District for at least five (5) consecutive years a one (1) year leave of absence with pay to teach in a foreign country, provided that such country will furnish a teacher of like rank or school level to fulfill the duties of the teacher who is on leave. Such leave does not affect the retirement rights or any other teacher rights granted by the District for the period of service or leave.

7. Selective Service Examination

A teacher may be absent to take the Selective Service physical examination.

C. UNPAID LEAVE

1. Any teacher whose personal illness or serious health condition extends beyond the period compensated under Section A or B may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness in accordance with Article V, Section 2 of the Tenure Act for up to one (1) year. Additional leaves may be granted at the discretion of the Board. Upon return from leave, a teacher shall be assigned a position, if available, for which he/she is certified and qualified depending on whether the teacher is able to perform his/her former duties and depending on the availability of the position.

- a. Leave for illness of long duration will be granted on the recommendation of a physician's statement certifying to the inability of the teacher to continue the position.
 - b. Upon receipt of a written request to return to his/her former position, the Superintendent may require such person to submit to an examination by a physician designated by the Board. Such requested examination expense shall be paid by the Board
 - c. A notice of intent to return must be given at least ninety (90) days before expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic. He/she shall be notified fifteen (15) days in advance of the ninety (90) day period for this policy. Upon acceptance of the teacher's application for return to position, said teacher shall be assigned to a position, if available, for which he/she is certified and qualified.
2. Leaves of absence WITHOUT PAY may be granted at the sole discretion of the Board upon application for the following purposes:
- a. Study related to the teacher's licensed field granted for one (1) year.
 - b. Study to meet eligibility requirements for a license other than that held by the teacher granted for one (1) year.
 - c. Study, research, or special training assignment involving probable advantage to the school system granted for one year. (The regular salary increment occurring during such period shall be allowed provided the teacher successfully completes the year's outlined program.)
 - d. Teachers not fulfilling requirements who wish to attend an educational meeting or conference, and the arrangement is approved by the Superintendent, shall receive a salary deduction sufficient to cover the cost of the substitute during the period of absence. There shall be no deduction in the sick leave allowance of the teacher involved.
 - e. Serious health condition of a spouse, child, or parent beyond the twelve (12) work weeks as provided by the FMLA may be granted for the remainder of semester and may be extended for another semester.
3. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such programs. Any period so served shall be treated as time taught for purposes of the salary schedule.
4. Teachers who are officers of the State Association or appointed to its staff should, upon proper application to the Board, be given leave of absence without pay for the purpose of performing duties for the Association. Such officers given a leave of absence without pay shall receive credit toward annual increment on the schedule appropriate to his/her rank.

Proper application shall be a letter from the MEA or NEA executive secretary requesting the year's leave from September 1 through the following June. Requests shall be received by the Board by June 1, before the leave.

5. Uniformed services leaves of absence shall be granted to any teacher who is inducted into or enlists for duty to any branch of the uniformed services of the United States.

Teachers on uniformed services leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the District up to a maximum of four (4) years.

6. The Board shall grant, without pay, a leave of absence to any teacher upon request who has served a successful probationary period to campaign for or serve in a full-time elective office.

- a. No later than sixty (60) calendar days before the anticipated election for a full-time elective office, the teacher must request in writing to the Superintendent, a leave of absence specifying the preferred date of absence if he/she would become the successful candidate. Following confirmation of a successful election, the Board may approve the leave of absence effective as of the preferred date of absence or require up to thirty (30) calendar days beyond the official election day before the teacher is authorized for the leave of absence.

- b. Upon completion of his/her term in office, should said teacher wish to return, he/she will be placed in the first available position for which he/she is qualified and certified. Desire to return must be expressed in writing to the Board sixty (60) calendar days before the expiration of the term of office.

7. A teacher who leaves the District and later returns will be given full credit for Owosso teaching experience and up to seven (7) years for teaching experience in other school systems.

8. ILLNESS OF LONG DURATION - Leave may be granted as stated in Article 10.B.1 applicable under Article V, Section 2 of the Tenure Act at the end of which leave the teacher shall either return or resign unless a special extension is recommended by the Superintendent.

D. CHILD CARE, ADOPTION, OR FOSTER CARE

Child Care Leave: A child care leave of absence shall be granted upon request, to an employee who becomes the parent of a newborn child. An employee adopting a child shall receive similar leave that shall commence upon the placement of the child in the adoptive parent's home. Such leaves shall be granted under the following conditions:

1. The teacher must request in writing to the Superintendent, a leave of absence at least thirty (30) days before the anticipated date of such leave.

2. A physician's statement certifying the respective teacher can return and adequately perform the duties to which she is assigned must be presented to the Board before the authorization of such leave of absence.
3. Leave taken for child care, adoption, or foster care shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the Board agree otherwise.
4. If both spouses work for the Owosso Public Schools District the aggregate number of work weeks for child care leave (due to birth) or adoptive leave (due to placement) to which both are entitled is limited to twelve (12) work weeks in any twelve (12) month period.
5. For child care leave or adoptive leave the District may require the employee to exhaust personal leave (two days) and/or family leave (twelve days). The employee has the right to elect to do this as well. Any period not covered by paid leave shall be unpaid.
6. The leave of absence shall be for the duration of the semester in which the baby was born except as may be modified as provided under the FMLA
 - a. For babies born five (5) or less weeks before the start of either the first or second semesters, the employee shall be granted either the following semester for child care or up to the twelve (12) weeks maximum of unpaid leave under FMLA, at the discretion of the employee.
 - b. For babies born in the first semester, the employee may request either an extended leave of absence for the second semester, which may be granted at the sole discretion of the Board, or take up to the twelve (12) weeks maximum of unpaid leave under FMLA.
 - c. For babies born in the second semester, a request for an extended leave of absence beyond the duration of the current semester leave or beyond the twelve (12) work weeks of unpaid leave under FMLA may be granted at the sole discretion of the Board.
 - d. For babies born during the months between the closing of school for the summer and the opening of school in the fall, except for the five (5) weeks provided above or the twelve (12) work weeks of unpaid leave under FMLA noted above, a leave of absence for the first semester may otherwise be granted at the sole discretion of the Board.

E. SABBATICAL LEAVE

Pursuant to Section 1235 of the Revised School Code, as amended, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year, provided the program is acceptable to the Board, and provided further the teacher must serve two (2) years subsequent to the sabbatical in the Owosso Public Schools.

During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid \$2500 salary. A teacher, upon return from sabbatical leave shall be assigned to a position, if available, for which the teacher is certified and qualified. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in Appendix D and for the purpose of accumulating sick leave days according to this Agreement.

The Board shall not be liable for deaths or injuries sustained by any teacher while on sabbatical leave.

ARTICLE 11: RETIREMENT/RESIGNATION LEAVE

- A. Payment of ten dollars (\$10) for each day of accumulated sick leave up to a maximum of one hundred (100) days.
- B. Teachers will be eligible for such amounts in A above upon retirement and are eligible for retirement benefits under the Teachers Retirement Benefit program. Upon the death of a teacher eligible for terminal leave pay, such money should be paid to his/her beneficiary as stipulated for group life insurance provided in Article 12.
- C. To be eligible for a termination notice incentive, an employee must:
 - 1. Be an employee with Owosso Public Schools with at least five (5) years of service in this District.
 - 2. Be actively employed by, or on an approved absence from the Owosso Public Schools and cannot be on layoff.
 - 3. Submit his/her written resignation effective at the end of the current school year to the Personnel Department by 4:00 p.m. on the last scheduled school day of February of the school year in which the employee intends to resign.
- D. In consideration of the employee's resignation, the District shall provide an incentive payment under this provision equal to 1.5% of the MA/BA+35 12th step of the current year salary schedule as a lump-sum amount by the end of March of the year the employee resigns.

ARTICLE 12: INSURANCE PROTECTION

The Board shall provide MESSA-PAK for a full twelve (12) month period for the bargaining unit employee and his/her dependents. The Employer shall sign an Employer participation agreement. During open enrollment, employees will choose between the three options listed below and a fourth option that may be added during open enrollment. The negotiated cost arrangement shall be in compliance with The Publicly Funded Health Insurance Contribution Act and the amount paid by the District shall not exceed the statutory hard cap limitation. The hard cap limitations for medical benefit plan coverage years beginning on or after January 1, 2018 including all taxes and fees are \$17,892.36 for full family, \$13,720.07 for two persons, and \$6,560.52 for single coverage. These caps will remain in effect through June 30, 2019 (expiration of contract). The Employee shall

3 Tier Mail RX

PLAN A: For employees eligible and electing HEALTH insurance MESSA ABC Plan 1 HEALTH (OPTION 3)

\$1,350/\$2,700 in network Deductible
ABC Rx Prescription Rider

Long Term Disability	60% \$5,000 maximum 90 calendar days - modified fill Family Social Security offsets Pre-existing condition waiver Alcoholism/drug same as any other illness Mental/nervous same as any other illness Cost of living benefit
Delta Dental	75/50/75: \$2,000 with adult ortho Class 1 and 2 at \$2,000
Negotiated Life	\$50,000 AD&D
Vision	VSP-3

PLAN B: For employees not electing health insurance

Long Term Disability	66.7% \$5,000 maximum 90 calendar days - modified fill Family Social Security offsets Pre-existing condition waiver Alcoholism/drug same as any other illness Mental/nervous same as any other illness Cost of living benefit
Delta Dental	75/50/75: \$2,000 with adult ortho Class 1 and 2 at \$2,000
Negotiated Life	\$50,000 AD&D
Vision	VSP-3

Bargaining unit employees not electing MESSA Plan A will select MESSA Plan B, plus receive eighty (80%) percent of the single coverage statutory hard cap amount less the employer's amount for FICA to be applied to a MESSA nontaxable variable option package (Board paid life insurance is not to exceed the IRS regulation total of \$50,000) and/or tax deferred annuity plan of the employee's choice. To be eligible for this amount, the bargaining unit employee must sign an Affidavit verifying medical coverage.

Teachers working half time will be eligible for half benefits.

Health insurance will be provided to high school completion and summer school instructors based upon the following schedule:

1. Instructors authorized to work for a minimum of thirty-five (35) hours per week will receive fully paid health insurance provided other regular teachers.
2. Instructors authorized to work for a minimum of twenty (20) hours each week but less than thirty-five (35) hours per week will receive one-half (1/2) of the monthly health insurance premium paid by the Board provided the teacher authorizes payroll deduction for the remainder of the premium cost.
3. Summer school instructors, if eligible, will receive health insurance benefits as provided in 1 and 2 above only during the actual months of employment.

The employee will be provided the above-listed insurance coverage if he/she is not covered elsewhere by a health care protection plan.

- B. If an employee, absent because of illness or injury, has exhausted sick leave accrual the above-mentioned fringe benefits shall continue throughout the balance of the school year.
- C. The Board shall make payment of insurance premiums for each employee, providing they have made proper application, to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31. When necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Insurance payment will cease the last day of the month in which termination of employment occurs if such termination is before the end of the regular school year.

ARTICLE 13: PERSONNEL FILE

- A. Teachers shall have the right, upon request, to review the contents of their own personnel file, except confidential college credentials, and may also request a representative of the Association to accompany them to such a review.
- B. Any request under the Freedom of Information Act to view personnel files will be communicated by the Employer to the employee and the Association within one (1) business day of the request being filed with the Superintendent or designee.

ARTICLE 14: PROTECTION OF TEACHERS

(As Related to School Activities)

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classrooms. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, request for such attention may be presented to the building Administrator. The District undertakes to secure such attention as soon as possible.

- B. Any assault on a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations as to the assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of legal disciplinary action taken by the teacher against a student, the Board will provide a legal counsel and render all reasonable assistance to the teacher in his/her defense when requested in writing by the teacher, provided the Board has determined that the teacher has acted within its policy.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher, provided that the teacher acted within the scope of Board policy.
- E. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property (articles worn, instructional materials and equipment, but excluding automobiles) of the teacher while on duty, providing such loss is the result of assault or overt act by a student or other person provided the teacher has acted within the scope of Board policy. Such reimbursement, by the Board will cover all such costs except those covered by insurance.
- F. Any complaint(s) by a parent or guardian of a student directed toward a teacher which, in the view of the principal, reflects on the teacher's professional standards or conduct shall be called to the teacher's attention by the administration in a timely manner.
- G. **Student Protection Laws**
 1. In accordance with the Pupil Protection Laws (P.A. 121-139) which affect standards and procedures to identify persons convicted of certain crimes and limit their access to Michigan schools, the parties will follow the intent of the law.
 2. For individuals convicted of a crime covered by the Sexual Offenders Registration Act (SORA), the prescribed remedy is immediate dismissal.
 3. The Revised School Code lists a number of misdemeanors which could result in a teacher's loss of certification.
 4. The District shall abide by the School Code, which clearly states that criminal conviction records can only be disclosed in very limited circumstances to protect the privacy of the employee.

ARTICLE 15: PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misrepresentation, or misapplication of any provision of this Agreement may be processed as a grievance and may be subject to binding arbitration.

A claim by a teacher or the Association that there has been a violation, misrepresentation or misapplication of existing rule, order or regulation of the Board, except those which are prohibited or illegal bargaining subjects, may be processed as a grievance through the third level of the grievance procedure but shall not be subject to binding arbitration.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.

1. The termination of services of or failure to re-employ any probationary teacher.
 2. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
 3. Those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
 4. Any prohibited or illegal bargaining subject.
- B. The Association shall designate one (1) representative per building and one (1) representative of the Association to handle grievances when requested by the grievant. The Board designates the Principal of each building to act as its representative at Level One and the Superintendent or designee to act at Level Two.
- C. The term "days" shall mean days in which school is in session or during the summer days when the Superintendent's office is open. Timelines may be reasonably extended by the parties.
- D. Written grievances, shall:
1. Be signed by the grievant or grievants.
 2. Be specific.
 3. Contain a synopsis of the facts giving rise to the alleged violation.
 4. Contain the date of the alleged violation.
 5. Cite the section or subsections of this Agreement alleged to have been violated.
 6. Specify the relief requested.
- E. **LEVEL ONE** - A teacher believing to have been wronged by an alleged violation of the Agreement shall within twenty (20) days of its alleged occurrence present the grievance in writing to the building Principal in an attempt to resolve same. If the grievance occurs in the

last ten (10) days of the school year, the initial filing of the grievance is tolled until the commencement of the following school year but may be filed immediately. The grievant must be accompanied by the Association representative.

If no resolution is obtained within ten (10) days of its presentation, the grievance will proceed to Professional Governance Council as set forth in Article 17 A.

LEVEL TWO - A copy of the written grievance shall be filed with the Superintendent or designee as specified in Level One with the endorsement thereon of the position of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or designee shall arrange a meeting with the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designee shall render a decision in writing, transmitting a copy of the same to the grievant, the Association President, the building Principal in which the grievance arose, and place a copy of same in a permanent file.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal the same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of setting the agenda for the Board's Grievance Committee meeting not less than ten (10) days before the next regularly-scheduled Board meeting.

LEVEL THREE - Upon proper application as specified in Level Two, the Board shall allow the teacher and/or Association representative an opportunity to be heard at a scheduled meeting of the Board's Grievance Committee, which shall be comprised of three (3) Board members, one chosen by the Administration, one chosen by the Association, and one drawn by lottery. Said Committee meeting shall be held within ten (10) days of the filing of the Level Three grievance unless both parties agree otherwise. Within ten (10) days from the hearing of the grievance, the Board Committee shall render its decision in writing. The Board may hold future hearings therein, may designate one (1) or more of its members to hold future hearings or otherwise investigate the grievance; provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

A copy of the written decision of the Board Grievance Committee shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the Association President.

If the Association is not satisfied with the disposition of the grievance by the Board Grievance Committee, or if no disposition has been made, the grievance may be submitted to arbitration before an impartial arbitrator within forty (40) days of the decision rendered by the Board Grievance Committee. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the term of this Agreement.

Further, the arbitrator shall have no power to issue a decision on the merits of a grievance involving a prohibited or illegal bargaining subject under the Public Employment Relations Act.

Both parties agree to be bound by the award of the arbitrator, which shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

1. Individual teachers shall not have the right to process a grievance at Level Four.
 2. Each party shall submit to the other party, not less than three (3) days before the hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be presented at the hearing and hold a conference at that time in an attempt to settle the grievance.
 3. After a case has been referred to the arbitrator, it may not be withdrawn by either party except by mutual consent.
 4. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 5. The cost of the arbitrator shall be born equally by the parties except each party shall assume its own cost for representation including any expense of witness.
- F. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously-instituted grievance shall be barred.
- G. Teachers absent from school and participating in an arbitration hearing will not receive wages during the arbitration hearing if the hearing is during school time.
- H. Arbitration awards or grievance settlements will not be made retroactive beyond the date thirty (30) days before the date on which the grievance is filed. If entire lump sum payments accumulated over a period of time, the entire lump sum payment shall be considered due on the date payment is made, unless the parties mutually agree otherwise.

Where no wage loss (including leave pay loss and fringe benefit pay loss) has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments to an individual teacher and the arbitrator shall have no power to order one.

**GRIEVANCE REPORT: OWOSSO EDUCATION ASSOCIATION
PROFESSIONAL GRIEVANCE REPORT**

District:

Grievance Number:

Building:

Date of Violation

Date of Grievance:

Subject to provisions of the professional negotiations agreement between the Board and the Association, I authorize the representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising from it in this or any other state of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

Article(s) Violated:

REMEDY REQUESTED:

Approval for processing:

Signature of Grievant (use reverse side for additional signature if more than one grievant):

Date:

Superintendent's Disposition:

Date:

Association Disposition:

Signature of Superintendent

ARTICLE 16: CURRICULUM STUDIES – SCHOOL IMPROVEMENT

In our rapidly changing society all teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board and staff share a mutual responsibility for achieving the optimum in teacher performance and attitudes.

Without informing the Association, the Board shall take no action to comply with any state or federal mandate that has an adverse impact on any bargaining unit member.

- A. The Owosso Public Schools Document Instructional Leadership Council *Handbook* (revised April 2001) will be the controlling document for curriculum development and school improvement in the District.
- B. All subsequent modifications to the document identified in paragraph A. above will be made in consultation with representatives of the Association.
- C. Any modification or variation of the Agreement must have written approval of the Association and the Board before being adopted or implemented. A standing committee composed of not more than three (3) representatives of the Association and three (3) representatives of the Board will meet periodically or whenever either party requests to review building level proposals generated from School Improvement committees.

ARTICLE 17: NEGOTIATION PROCEDURES

- A. PROFESSIONAL GOVERNANCE COUNCIL. It is contemplated that matters covered by this Agreement and matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual agreement of both parties.

1. The Professional Governance Council will consist of four (4) members of the administration and four (4) members of the Association. Other interested parties will be welcome to attend sessions unless the matter conflicts with a right to confidentiality.
 2. A calendar of monthly meetings will be determined with the option to expand the number of dates. While scheduling meetings, an attempt will be made to limit the interference on instructional continuity and teaching responsibilities. Non-instructional days will be used whenever possible. Meetings will be scheduled during the working day.
 3. Both parties will collaborate to establish an agenda seven (7) days before each meeting.
 4. If decisions are made, they will be reduced to writing for both parties and a record of the proceedings will be maintained. The Professional Governance Council may vote to maintain confidentiality on certain matters and not place them into the record to be distributed.
 5. After initiation of a grievance, the issue will be submitted to the Professional Governance Council for resolution. The timelines for the grievance will be tolled for the time it takes to convene the Professional Governance Council. A bargaining unit employee will still follow the grievance procedure at level 1. If no solution can be resolved, then the matter will be taken to the Professional Governance Council for problem solving. If no agreement can be reached, the matter proceeds to level 2 as described in this document. Time lines resume at the time it was tolled.
 6. Contractual items modified by the Professional Governance Council will continue through the term of the Agreement and expire with the Agreement. In reaching the interim agreement, either party can submit to their constituency for a vote. If the Agreement is not ratified it is returned to the group for further discussion. However, the parties may agree to continue the interim agreement into the next Agreement. If there is no agreement the parties will bargain the issue. The parties will exchange all former letters of understanding, memos of agreement, and grievance settlements. The exchange of information will occur by an agreed on date or the first meeting of this group. These documents, letters of understanding, memos of agreement, and grievance settlements will continue in effect.
- B. At least sixty (60) days before the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or outside the District. No final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining, subject only to such ultimate ratification.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process of the Michigan Employment Relations Commission.

ARTICLE 18: MISCELLANEOUS PROVISIONS

- A. The Board is responsible to provide substitute teachers. Teachers shall be informed of a telephone number and/or internet web site they may use before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. Teachers will maintain at all times with the Superintendent, their current correct address and telephone number. During the school year, the teacher should make every effort to notify the building administrator also when there are changes in his/her address or telephone number.

The teacher reporting unavailability for work shall leave the telephone number and residence address where contact may be made during the course of absences if they are not to be at their home address.

- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms, except those which constitute a prohibited or illegal bargaining subject. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- D. Copies of this Agreement shall be distributed electronically to all teachers now employed or hereafter employed by the Board. At the request of a bargaining unit employee, a paper copy of this Agreement shall be printed at the expense of the Board and distributed to the employee.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. An emergency manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate the collective bargaining agreement as provided in that Act. This clause is included in this Agreement because it is legally required by State law.
- G. The Association President and the Superintendent shall collaborate on the SafeSchools training that will be required for staff. The District will continue to require training that is mandated by law and policies to ensure compliance. The required SafeSchools training shall be available to staff by July 1st of each school year.

ARTICLE 19: REDUCTION OF PERSONNEL AND REHIRING PROCEDURES

- A. If a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall cease after receipt of all amounts or benefits earned on a pro-rated basis equal to time worked. The fact that a teacher is laid off for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purpose of subsequent placement on the salary scale if employed for one (1) semester or more of the school year.
- B. A laid-off teacher who is employed as a substitute shall be paid at the substitute teacher rate.
- C. A teacher who is laid off effective any time after the last working day of a school year but before the commencement of the next school year and who receives unemployment compensation benefits during the summer and who is then recalled to employment by the first teacher report day will be paid his/her annual salary minus 100% of his/her unemployment compensation.

ARTICLE 20: MENTOR TEACHERS

As State law mandates a Mentor Teacher will be provided for three (3) years for the purpose of assisting, informing, and coaching probationary teachers in the rights, responsibilities, and ethics of the teaching profession. The Board and the Association will work together in the selection and appointment process using the following guidelines:

- A. Qualified staff may submit their intentions to become Mentor Teachers at any time. The list of names will be maintained until the teacher requests removal from said list. A 40-hour professional training course in the mentoring program is required for a teacher to be qualified to mentor. A stipend of the substitute teacher rate/day (currently \$80/day for 5 days = \$400) will be paid teachers for the required training in the first year.
- B. A standing Selection Committee will be formed with the following responsibilities:
 - 1. Establish criteria for the selection and the process
 - 2. Make appropriate selection
 - 3. Act via consensus.
- C. Selection Committee will be comprised of two (2) Administration representatives and two bargaining unit employees. The Superintendent or designee will be an ex-officio member of the committee to act as facilitator. Membership on the Selection Committee does not exclude a teacher representative from being selected as a Mentor Teacher.
- D. In the selection process the following guidelines will apply:

1. The ultimate and overriding criteria used by the Selection Committee in selecting a Mentor Teacher will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas:
2. General criteria in selection will include:
 - a. Tenure in Owosso
 - b. Minimum of five (5) years of classroom teaching experience
 - c. Same building.
 - d. Whenever possible, same background in major area of instruction (i.e., lower elementary to lower elementary, grade level to grade level, department to department, et cetera)
 - e. Classroom teachers will be matched to classroom teachers

E. For appointment, the following will apply:

1. All appointments as Mentor Teachers will be voluntary.
2. Appointment will be for three (3) years unless either party requests a change through their building administrator or the Selection Committee decides it is in the best interests of the parties.
3. The relationship will be collaborative.
4. A Mentor Teacher may supervise a maximum of two (2) probationary teachers, if the Mentor Teacher is determined to be the best qualified by the Selection Committee.
5. Mentoring requires observations of the teacher being mentored by the mentor and observations of the mentor by the teacher being mentored.
6. Mentor Teachers will be paid on the following schedule. Compensation will be paid to the Mentor Teacher at the end of the first semester (50%) and at the end of the second semester (50%). An activity log will be maintained for professional development purposes. The second semester payment will be approved by the principal upon review of the activity log. Mentors will be required to attend all training sessions.

	Stipend
First year	\$1,500
Second year	\$1,500
Third year	\$750

7. The Mentor Teacher will follow the prescribed professional growth activities of the program.

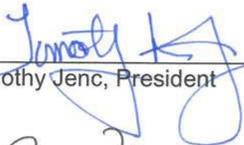
- F. The Mentor Coordinator will be provided a stipend equivalent to the compensation of a department chair [seven members] in appendix D.

- G. The duties of the Mentor Coordinator will include:
 - 1. Assisting mentor and mentees with questions and issues,
 - 2. Helping with mentor assignments,
 - 3. Planning and running mentor meetings,
 - 4. Planning and organizing the colloquium at year's end,
 - 5. Responsibility for the materials inventory,
 - 6. Responsibility for ordering mentoring materials,
 - 7. District liaison to the Michigan Education Association and Education Testing Service for mentoring, and
 - 8. RESD contact for SCECH forms for mentors.

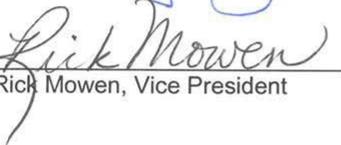
Article 21: Duration of Agreement

This Agreement shall be effective as of July 1, 2018, and shall continue in effect until the 30th day of June, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Owosso Board of Education

By: 

Timothy Jenc, President

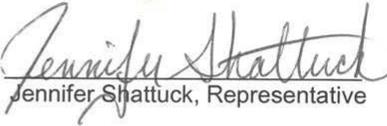
By: 

Rick Mowen, Vice President

Owosso Education Association

By: 

Josh Dewley, President

By: 

Jennifer Shattuck, Representative

APPENDIX A: TEACHING ASSIGNMENT/TRANSFER REQUEST FORM

Name:

Date:

Present Position: (Grade and/or Subject)

Building:

Work Phone:

Home Phone

REQUEST: (State specific building assignment if desired and state the specific grade or subject area)

	First Choice	Second Choice	Third Choice
1. Building Assignment:			
2. Grade Assignment			
3. Subject Area(s)			

PRESENT CERTIFICATION: _____ DEGREE HELD _____

Teaching Major(s)	1.	2.
Teaching Minor(s)	1.	2.

Endorsements (If any): _____

YEARS TAUGHT IN **OWOSSO PUBLIC SCHOOLS:** _____

OUTSIDE TEACHING EXPERIENCES: _____

NOTE: This form must be on file with the Administration to apply for a posted vacancy or to request a transfer and should be updated yearly.

Signature: _____

APPENDIX B: 2018-2019 SCHOOL CALENDAR (05/31/19 & Dec 21st 1st Sem. end)

	Instructional Days	Noninstructional Days	PD Days	PD ½ Days	PD Dept. / Gr. Level Meetings	MS/Elem.	HSs
						Open Houses PTC	Graduation Open Houses PTC
August	6	1	2		0.15	0.5	0.5
20-21 Professional Development							
22 Teacher Work Day							
23 First Full day (all students)							
31 No School: Labor Day Recess							
September	19			.5	0.15		
1-3 No School: Labor Day Recess							
28 PD: Half day for Students							
October	23	.5			0.15		
18 Half Day Elementary Only: PT Conf							
31 Half Day Students: PM Optional Teacher Work Day							
November	19	.5		.5	0.15	.5	0.5
6: No School – Election Day							
15: PD: Half Day for Students							
21: Half Day for Students: Optional Teacher Work Day (PM)							
22-23 No School: Thanksgiving Recess							
December	15	.5					
21 Half Day for students: Optional Teacher Work Day (PM) – End of First Semester							
24-31 No School: Holiday Recess							
First Semester Totals	82	2.5	2	1	.60	1	1
January	19				0.15		
1-4 No School: Holiday Recess							
7 School Resumes: 2 nd Semester Begins							
February	19	.5			0.15		
15 ½ day for Students: Optional Teacher Work Day (PM)							
18 No School: President's Day							
28 PT Conferences: half day Elem Students							
March	16	.5		.5	0.15	0.5	
6 PD: half day for all students							
22: Half Day for all students – Optional teacher work day (PM)							
25-29 No School Spring Recess							
April	22	.5					
1 School Resumes					0.15		
19 Good Friday - ½ day for Students: Optional Teacher Work Day (PM)							
May	22				0.15		0.5
27: Memorial Day: No School							
31: Half Day: Last day for Students							

Second Semester Totals	98	1.5	0	.5	0.75	0.5	0.5
	180	4	2	1.5	1.35	1.5	1.5

End of Marking Periods: October 19, December 21, March 15 & May 31

End of LHS Trimesters: November 16, February 22 & May 24

Grades Due: All Marking Period Grade Reports for Grades K-12 and Mid-Marking period progress reports for grades

6-12 are due at 8:00 a.m. October 24, 2018, November 26, 2018 (Lincoln), January 10, 2019, February 28, 2019 (Lincoln), March 20, 2019, May 29, 2019 (elementary), and June 6, 2019 (secondary).

Parent/Teacher Conferences:	Elementary:	October 18 th	(afternoon 1:00 p.m. – 3:30 p.m.) (evening 5:00 p.m. – 8:00 p.m.)	
		February 28 th	(afternoon 1:00 p.m. – 3:30 p.m.) (evening 5:00 p.m. – 8:00 p.m.)	
		High School:	October 25 th	(evening 5:00 p.m. – 8:00 p.m.)
		Middle School:	October 24 th	(evening 5:00 p.m. – 8:00 p.m.)
	October 25 th		(evening 5:00 p.m. – 8:00 p.m.)	
	Lincoln:	October 11 th	(evening 5:30 p.m. – 7:00 p.m.)	
		January 17 th	(evening 5:30 p.m. – 7:00 p.m.)	

Grade Level Chair Meetings: The 4th Wednesday of the month, with the following exceptions:

Secondary August Department Head Meeting in place of the December meeting

Elementary August Grade Level Meeting in place of the December meeting

Wednesday, February 20, 2019

Wednesday, March 20, 2019

Building Dept./Grade Level Meetings will be one hour in length and will include a written agenda, minutes and teacher attendance. Building Dept/Grade Level Meetings count as professional development hours. .

Open Houses:

OMS	August 21, 2018	4:00 p.m. – 6:00 p.m.
OHS	August 20, 2018	4:00 p.m. - 6:00 p.m.
Lincoln	August 29,, 2018	5:00 p.m. – 7:00 p.m.
Elementary:	August 21, 2018	5:00 p.m. – 7:00 p.m.
Bentley Bright Beginnings	August 22, 2018	5:00 p.m. - 7:00 p.m.

Registration Dates TBD

Lincoln	August 7 th	9:00 a.m. – 2:00 p.m.
	August 8 th	9:00 a.m. – 2:00 p.m.
OMS	N/A	Forms mailed to parents
OHS Trojan Days	August 15 th	8:00 a.m. - 11:00 a.m.
	August 15 th	12:00 p.m. - 3:00 p.m.
	August 15 th	4:00 p.m. - 6:00 p.m.
OHS Registration Make-up Day/Open House	August 20 th	4:00 p.m. - 6:00 p.m.

APPENDIX C: SPECIAL WORK AREAS

Level	Special Work Areas
1.	Head Basketball, Head Football, HS Band Director, HS Vocal Director, HS Dance Director
2.	Head Swimming, Head Volleyball, Head Wrestling, MS Band Director
3.	Head Baseball, Head Cross Country, Head Golf, Head Soccer, Head Softball, Head Tennis, Head Track, Varsity Cheerleading, Ass't Basketball (2), Ass't Football (6), HS Varsity Head Dance
4.	Ass't Swimming, Ass't Volleyball, Ass't Wrestling (2), HS Play Director, Trainer
5.	Ass't Band Director, Ass't Baseball (2), Ass't Cross Country, Ass't Golf, Ass't Soccer, Ass't Softball (2), Ass't Tennis, Ass't Track, Debate & Forensics, JV Cheerleading, Fr Cheerleading, MS Vocal Music/Theatre Director, HS Quiz Bowl Advisor, Ass't Basketball (B), HS National Honor Society, HS Student Council
6.	Ass't HS Play Director, MS Coach, MS Quiz Bowl Advisor, MS Fall Cheerleading, MS Winter Cheerleading
7.	Sr Class Advisor (2), Lincoln High School Coaches
8.	Jr Class Advisor (2), Soph Class Advisor (2), Fr Class Advisor (2)

All stipends are based on the Appendix D BA Step 1 Salary

LEVEL	2018-2019					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	13.80%	\$5,431	15.34%	\$6,037	16.87%	\$6,639
2	11.96%	\$4,707	13.29%	\$5,230	14.62%	\$5,754
3	9.24%	\$3,636	10.23%	\$4,026	11.22%	\$4,416
4	7.41%	\$2,916	8.23%	\$3,239	9.06%	\$3,565
5	5.93%	\$2,334	6.59%	\$2,593	7.24%	\$2,849
6	3.68%	\$1,448	4.09%	\$1,610	4.50%	\$1,771
7					3.00%	\$1,181
8					1.00%	\$394

Step 1 shall be for the first and second years in the specific position in Owosso
 Step 2 shall be for the third and fourth years in the specific position in Owosso
 Step 3 shall be for the fifth and beyond year in the specific position in Owosso

Any experience in a particular activity area shall count as experience in a lower level of the same activity area. e.g. Head Football to Ass't. Football, Ass't. Basketball to Freshman Basketball or Middle School Basketball.

APPENDIX D: 2018-2019 Salary Schedule (See Below)

The 2018-2019 13 step salary schedule (2017-2018 Schedule LESS \$200 BA/MA Steps 3-10) reflects an increase of 0.8% FOR ALL STEPS 1-13.

BA/MA/BA+35 Index –2018-2019

Yearly	B.A. Index	13-Step Degree Salary	13-Step Degree Salary	M.A./B.A. + 35	13 –Step Degree Salary	13-Step Degree Salary
Step		2017-2018	2018-2019	Index	2018-2019	2017-2018
			0.80%		0.80%	
1	1.0000	\$39,042	\$39,354	1.0675	\$42,011	\$41,677
2	1.0144	\$39,604	\$39,921	1.0843	\$42,672	\$42,333
3	1.0668	\$41,649	\$41,982	1.1467	\$45,127	\$44,769
4	1.1242	\$43,890	\$44,241	1.2142	\$47,783	\$47,404
5	1.1817	\$46,135	\$46,504	1.2816	\$50,436	\$50,035
6	1.2392	\$48,380	\$48,767	1.3491	\$53,092	\$52,671
7	1.2967	\$50,625	\$51,030	1.4165	\$55,745	\$55,302
8	1.3542	\$52,870	\$53,293	1.4840	\$58,401	\$57,937
9	1.4116	\$55,111	\$55,552	1.5514	\$61,053	\$60,569
10	1.4691	\$57,356	\$57,815	1.6189	\$63,710	\$63,204
11	1.5266	\$59,601	\$60,078	1.6864	\$66,366	\$65,839
12	1.5889	\$62,032	\$62,528	1.7604	\$69,278	\$68,728
13	1.6610	\$64,849	\$65,368	1.8460	\$72,649	\$72,072
						2018-2019
				M.A. +15	0.01	\$726
				Specialist	0.023	\$1,671
				Doctorate	0.046	\$3,342

2018-2019	BA Base \$39,354 MA/BA Max \$72,649
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	Index	Amount
Resignation Incentive Payment	.0150	\$1,090
Longevity after 20 years	.0146	\$575
Longevity after 25 years	.0544	\$2,141

All special work areas, hourly rate, longevity and department head salaries will be based on the BA Base Degree Salary. All MA+15, specialist, doctorate stipends, and resignation incentive payment will be based on the MA/BA+35 Degree Salary maximum salary. Such salaries and stipends will be based on the degree salaries subsequent to this Agreement as in years before this Agreement.

CTSO ADVISOR STIPEND **2018-2019**

COMPETITION LEVEL	RATE	STIPEND
REGIONAL/STATE COMPETITION	.0070 OF BA BASE	\$275
NATIONAL COMPETITION	.0030 OF BA BASE	\$118

Department Heads:

Department Heads who direct (including themselves):

2018-2019

2018-2019 Rate

High School:

BA Base \$39,354

1 & 2 teachers	0.008985	\$354
3-6 teachers plus Art	0.02697	\$1,061
7 or more teachers	0.044955	\$1,769
Lincoln Alternative	0.044955	\$1,769

Middle School:

Department Chairpersons will be paid in the following departments: Math, English, Social Studies, Science, Special Education, Fine Arts, Practical Arts, and Phys Ed

The following schedule will be followed:

2018-2019 Rate

Middle School:

BA Base \$39,354

1 & 2 teachers	0.008985	\$354
3-6 teachers plus Art	0.02697	\$1,061
7 or more teachers	0.044955	\$1,769

Elementary School:

K-5 Grade Level Chairperson, K-5 Mathematics Coordinator & Special Ed Team Leader:

2018-2019 Rate

Elementary School:

BA Base \$39,354

K-5 Grade Level Chairperson	0.044955	\$1,769
Special Ed Team Leader	0.044955	\$1,769
K-5 Mathematics Coordinator	0.044955	\$1,769

District:	BA Base	\$39,354
International Baccalaureate Coordinator	0.044955	\$1,769

Mentor Coordinator	0.044955	\$1,769
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Department Heads, Team Leaders, and Grade Level Chairpersons are appointed on an annual basis by the building Administrator or the Administrator who is responsible for each grade level. The Mentor Coordinator(s) and District International Baccalaureate is appointed on an annual basis by the Superintendent or designee. The Administration is required to annually evaluate the performance of the Department Heads, Team Leaders, Grade Level Chairpersons, District International Baccalaureate Coordinator and the Mentor Coordinator(s). This evaluation will be based on the respective job descriptions/rubrics developed by the Administration in collaboration with the Association. An individual with a satisfactory evaluation will be entitled to remain in the position. All appointments as Department Heads, Team Leaders, Grade Level Chairpersons, District International Baccalaureate Coordinator, and Mentor Coordinator(s) are the responsibility of the Administration

Hourly Paid Teachers

The following areas are to receive hourly rated compensation as follows:

Hourly Rates	<u>2018-2019</u>	
	B.A. Base Salary	\$39,354
	<u>INDEX</u>	<u>SALARY</u>
Extra duty class coverage for all teachers	0.000513	\$20.19
Voluntary noon supervision	0.000317	\$12.48
Drivers Education (K-12 enrolled students)	0.000734	\$28.89
High School completion instructors	0.000737	\$29.00
Summer school instructors	0.000734	\$28.89
Conference Attendees/Curriculum Writers	0.000438	\$17.24
Extra-Curricular (School Sponsored) Activities:		
Less than 2 hr. minimum rates	0.000591	\$23.26
Hourly rate 2 hrs. and beyond	0.000395	\$15.54
Ticket sellers		
Ticket takers		
Supervision of students		
Public address announcer		
Score board operator		
Timekeeper		
Chaperones on bus		
Photographer		
Scorer		
IEP Team Meetings	0.000734	\$28.89

Appendix E

CTE Advisor

Stipend Request Form

To Be Completed by Teacher Requesting Payment

Advisor Name: _____

Class: _____

Student Organization: BPA: _____ FCCLA: _____

Skills USA: _____

*Payment Request For:

_____	Regional/State Competition	2018-2019	\$275	Place of Competition
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_____	National Competition	2018-2019	\$118	Place of Competition
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*Attachments required for requested payment at each level

1. List of student participants
2. Competition results

To Be Completed by Administration

_____	Date: _____
Owosso High School Administrator	

_____	Date: _____
Superintendent	

Approved _____ Not Approved _____

APPENDIX F – 2010-2011 SALARY SCHEDULES

SPECIAL WORK AREAS

Level	Special Work Areas
1	Head Basketball, Head Football, HS Band Director, HS Vocal Director, HS Dance Director
2	Head Swimming, Head Volleyball, Head Wrestling, MS Band Director
3	Head Baseball, Head Cross Country, Head Golf, Head Soccer, Head Softball, Head Tennis, Head Track, Varsity Cheerleading, Ass't Basketball (2), Ass't Football (6), HS Varsity Head Dance
4	Ass't Swimming, Ass't Volleyball, Ass't Wrestling (2), HS Play Director, Trainer
5	Ass't Band Director, Ass't Baseball (2), Ass't Cross Country, Ass't Golf, Ass't Soccer, Ass't Softball (2), Ass't Tennis, Ass't Track, Debate & Forensics, JV Cheerleading, Fr Cheerleading, MS Vocal Director, HS Quiz Bowl Advisor, Ass't Basketball (B), HS National Honor Society, HS Student Council
6	Ass't HS Play Director, MS Coach, MS Quiz Bowl Advisor, MS Fall Cheerleading, MS Winter Cheerleading
7	Sr Class Advisor (2), Lincoln High School Coaches
8	Jr Class Advisor (2), Soph Class Advisor (2), Fr Class Advisor (2)

All stipends are based on the Appendix D BA Step 1 Salary

\$39,490		2010-2011				
LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	13.80%	\$ 5,450	15.34%	\$ 6,058	16.87%	\$ 6,662
2	11.96%	\$ 4,723	13.29%	\$ 5,248	14.62%	\$ 5,773
3	9.24%	\$ 3,649	10.23%	\$ 4,040	11.22%	\$ 4,431
4	7.41%	\$ 2,926	8.23%	\$ 3,250	9.06%	\$ 3,578
5	5.93%	\$ 2,342	6.59%	\$ 2,602	7.24%	\$ 2,859
6	3.68%	\$ 1,453	4.09%	\$ 1,615	4.50%	\$ 1,777
7					3.00%	\$ 1,185
8					1.00%	\$ 395

Step 1 shall be for the first and second years in the specific position in Owosso

Step 2 shall be for the third and fourth years in the specific position in Owosso

Step 3 shall be for the fifth and beyond year in the specific position in Owosso

Any experience in a particular activity area shall count as experience in a lower level of the same activity area, e.g. Head Football to Ass't. Football, Ass't. Basketball to Freshman Basketball or Middle School Basketball.

BA/MA/BA+35 Index 2010-2011

Yearly Step	B.A. Index	Degree Salary	M.A./B.A. + 35 Index	Degree Salary
1	1.00000	\$ 39,490	1.06746	\$ 42,154
2	1.05748	\$ 41,760	1.13492	\$ 44,818
3	1.11496	\$ 44,030	1.20238	\$ 47,482
4	1.17244	\$ 46,300	1.26984	\$ 50,146
5	1.22992	\$ 48,570	1.33730	\$ 52,810
6	1.28740	\$ 50,839	1.40476	\$ 55,474
7	1.34488	\$ 53,109	1.47222	\$ 58,138
8	1.40236	\$ 55,379	1.53968	\$ 60,802
9	1.45984	\$ 57,649	1.60714	\$ 63,466
10	1.51732	\$ 59,919	1.67460	\$ 66,130
11	1.65458	\$ 65,339	1.83930	\$ 72,634
	M.A. +15		0.010	\$ 726
	Specialist		0.023	\$1,671
	Doctorate		0.046	\$3,341

	BA Base \$39,490
2010-2011	MA/BA Max \$72,634

	Index	Amount
Resignation Incentive Payment	.0150	\$ 1,090
Longevity after 20 years	.0146	\$ 577
Longevity after 25 years	.0544	\$ 2,148

All special work areas, hourly rate, longevity and department head salaries will be based on the BA Base Degree Salary. All MA+15, specialist, doctorate stipends and resignation incentive payment will be based on the MA/BA+35 Degree Salary maximum salary. Such salaries and stipends will be

based on the degree salaries subsequent to this Agreement as in years before this Agreement.

Department Heads:

Department Heads who direct (including themselves):

2010-2011

High School:	BA Base		\$39,490
1 & 2 teachers	0.008985		\$355
3-6 teachers plus Art	0.02697		\$1,065
7 or more teachers	0.044955		\$1,775

Middle School:

Department Chairpersons will be paid in the following departments: Math, English, Social Studies, Science, Special Education, Fine Arts, Practical Arts and Phys Ed

The following schedule will be followed:

Middle School:

1 & 2 teachers	0.008985		\$355
3-6 teachers plus Art	0.02697		\$1,065
7 or more teachers	0.044955		\$1,775

Elementary School:

K-6 Grade Level Chairperson & Special Ed Team Leader

Elementary School

K-6 Grade Level Chairperson	0.044955		\$1,775
Special Ed Team Leader	0.044955		\$1,775

Department Heads, Team Leaders, and Grade Level Chairpersons are appointed on an annual basis by the building Administrator or the Administrator who is responsible for each grade level. The Mentor Coordinator(s) is appointed on an annual basis by the Superintendent or his/her designee. The Administration is required to annually evaluate the performance of the Department Heads, Team Leaders, Grade Level Chairpersons, and the Mentor Coordinator(s). This evaluation will be based on the respective job descriptions/rubrics developed by the Administration in collaboration with the Association. An individual with a satisfactory evaluation will be entitled to remain in the position. All appointments as Departments Heads, Team Leaders, Grade Level Chairpersons, and Mentor Coordinator(s) are the responsibility of the Administration.

The Owosso Public School District does not discriminate on the basis of race, color national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities. In addition, arrangements can be made to ensure that the lack of English language proficiency is not a barrier to admission or participation. The following compliance officers have been designated to handle inquiries regarding the nondiscrimination policies and grievance procedures: Jeff Phillips, Principal, Owosso High School, 765 E. North St., Owosso, MI 48867, (989) 723-8231, phillips@owosso.k12.mi.us or Catheryn Dwyer, Assistant Principal, Owosso Middle School, 219 N. Water St., Owosso, MI 48867 (989) 723-3460, dwycrc@owosso.k12.mi.us. The Section 504 Coordinator is Bridgit Spielman, Principal, Central Elementary, 600 W. Oliver St., Owosso, MI 48867 (989) 723-2790 spielman@owosso.k12.mi.us.
