



OWOSSO PUBLIC SCHOOLS

Ready for the World

ADMINISTRATOR AGREEMENT
July 1, 2008 – June 30, 2011
Regarding
Wages, Benefits and Administrative Policies

TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE 1 -- AGREEMENT..... | 3 |
| ARTICLE 2 – GENERAL PROVISIONS..... | 4 |
| ARTICLE 3 – BOARD RIGHTS AND RESPONSIBILITIES | 4 |
| ARTICLE 4 -- ADMINISTRATOR RIGHTS | 5 |
| ARTICLE 5 -- ADMINISTRATOR QUALIFICATIONS..... | 5 |
| ARTICLE 6 -- ADMINISTRATIVE TEAM PHILOSOPHY | 6 |
| ARTICLE 7 – LENGTH OF CONTRACT | 6 |
| ARTICLE 8 – WORK YEAR..... | 7 |
| ARTICLE-9 – TRANSFER AND INVOLUNTARY TRANSFERS | 7 |
| ARTICLE 10 -- VOLUNTARY TERMINATION OF CONTRACT | 8 |
| ARTICLE 11 –REDUCTIONS IN FORCE | 8 |
| ARTICLE 12 – COMPENSATION | 9 |
| ARTICLE 13 -- DAYS OFF | 14 |
| ARTICLE 14 – HEALTH BENEFITS..... | 14 |
| ARTICLE 15 – ADDITIONAL BENEFITS..... | 16 |
| ARTICLE 16 -- ADMINISTRATIVE PERSONNEL POLICY | 18 |
| ARTICLE 17 – CONTINUING COMMITMENT | 19 |

Article 1 -- Agreement

The Board of Education of the Owosso Public School District (the “Board”) and the Building Principals, Assistant Principals, Director of Operations, Central Office Administrators and the Athletic Director (the “Administrators”) do hereby agree to the terms and conditions specified in this agreement. The Board and Administration enter into this relationship with an understanding of the importance of the Team Management Concept. Such a team includes the Board and all administrative personnel within the Owosso Public Schools. The Administrators shall be involved in developing and achieving the educational goals of the District, consulted in appropriate policy decisions, and supported in their administrative assignments.

Administrators agree that there must be an understanding of the roles of the Board and Administration and demonstration of mutual support of these roles. To further assist in the understanding of the respective roles, elementary and secondary administrators will provide representation at regularly scheduled Board meetings to assist the Superintendent and Board in any way possible. Administrators will be available to the Board for special presentations.

Board members are encouraged to make themselves available for appearances at school functions, when possible, and to continue to make visitations to various schools to maintain a personal awareness of school programs.

To maintain the professional status of the administrative group, all categories of benefits, including salaries, leave privileges, insurance and fringe benefits shall be equal to or greater than those provided to other instructional personnel. Similarly, the professional status of the administrative staff demands a high level of performance and accountability exceeding that of any other group in the district.

Board of Education

By: _____
W. Gregory Cobb , President

Stephen Brooks

Ed King

Heidie Ciesielski

Julie Omer

Richard Collins

Chris Perry

Mark Erickson

Jeffrey Phillips

Dan Hock

Jessica Thompson

Gavin Johnson

Susan Wooden

Article 2 – General Provisions

A. This agreement includes all district Administrators but is not limited to building principals, assistant principals, the athletic director, and currently includes the following positions:

| | |
|---------------------------------------|---|
| <u>Principals:</u> | Bentley Elementary School Bryant Elementary School Central Elementary School Emerson Elementary School Washington Elementary School Owosso Middle School Owosso High School |
| <u>Assistant Principals:</u> | Owosso Middle School Owosso High School Elementary |
| <u>Central Office Administrators:</u> | Business Manager Community Education Director Curriculum Director |
| <u>Other:</u> | Director of Operations Owosso High School Athletic Director |

Article 3 – Board Rights and Responsibilities

- A. As permitted in the Michigan Teachers Tenure Act, Act No. 4, P.A. 1937, as amended, the Administrator shall not be deemed to be granted continuing tenure in the administrator capacity for which this contract is intended or by virtue of this contract of employment. Nor shall continuing tenure be obtained in any position other than that of a classroom teacher by virtue of this contract.
- B. In the performance of his/her duties, said Administrator shall be responsible to the superintendent, or an agent designated by him. The administrator agrees to perform his/her duties prescribed for the aforesaid position in accordance with all laws applicable thereto, fulfill the policies and rules of the Board of Education and /or superintendent pertinent thereto and carry out the educational programs, policies, practices, and job description of the District and/or the superintendent. It is further understood that the Administrator is familiar with the policies of the District and that he/she agrees to abide by and support said policies.
- C. The Administrator agrees that this is a contract for personal professional services that may not be assigned or transferred by the Administrator.
- D. Any provision of this agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provision of this agreement.
- E. The services of said Administrator shall be in accordance with the General School Laws of the State of Michigan and the policies of the Owosso Public Schools Board of Education.

- F. It is the goal of the Owosso School District for administrators to provide meaningful feedback within 48 hours to teachers who have been observed as part of the evaluation process. All scheduled teacher evaluations will be completed by May 15th.

Article 4 -- Administrator Rights

- A. Each building principal shall have the responsibility to make the determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies and any applicable collective bargaining agreement covering said staff member.
- B. The Board agrees that each Administrator shall have the opportunity to interview and make recommendations concerning personnel being considered for assignment to his/her building or department.
- C. The Board agrees that the private life of any Administrator is not an appropriate matter for the concern or attention of the Board unless it adversely affects the administrator's ability to carry out professional functions or responsibilities to the District or to act as a representative of the District.
- D. Each Administrator shall have the right to review the contents of his/her personnel file. No more than one (1) official file shall be kept on each Administrator, and the contents therein shall remain in the building housing the superintendent.
- E. No materials concerning a complaint about an Administrator may be placed in the personnel file by anyone other than the superintendent. The Administrator shall be notified of his/her opportunity to file a response to the complaint and when filed not later than ten (10) working days after notification, the response shall become part of the file. In the event that a proper request for a copy of information contained in the file is made under the Freedom of Information Act or by subpoena, the Administrator shall be notified before copies are released.
- F. Each building principal shall have the responsibility to make the determination regarding each pupil's assignment within his/her building as long as this determination is made in accordance with the Board's policies concerning the classification and promotion of pupils.
- G. Each building principal shall have the responsibility to control student discipline within his/her building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.
- H. All Administrators shall be notified by March 31 of any change in their administrative assignments for the upcoming school year, absent extenuating circumstances.
- I. All Administrators shall be entitled to all due process, rights and procedures as available under Michigan state law.

Article 5 -- Administrator Qualifications

- A. Administrators involved in the instructional aspect of the District operation shall hold a Master's degree and the number of years experience as a classroom teacher as required by the North Central Association.

- B. Anyone determined to be the best candidate for an administrative position who does not meet NCA standards may be assigned the position in an “acting” capacity for the two year period of time allowed by NCA. He/she may be placed in such a position upon the approval of the Board, following the recommendation of the superintendent.

Article 6 -- Administrative Team Philosophy

The Board accepts and endorses the administrative team concept as a policy for the conduct of administrative relationships in the Owosso Public Schools. The administrative team concept is based on the following:

- A. The composition of the administrative team that includes administrators and directors.
- B. The administrative team is responsible for implementing Board approved policies, decisions, budget and goals.
- C. The primary goal of the administrative team is to enable each student to be successful in accomplishing the District’s mission with the best education experience possible for which he/she is capable. An open, positive relationship with teachers, school administrators, and the Board should foster this goal.
- D. A unified commitment to District problem solving will result when decision-making is a shared responsibility.
- E. The quality of major decisions will improve with shared input prior to decision-making. While the Board and the superintendent maintain authority to select the administrative team, each administrator shall routinely participate in the selection of personnel under his/her supervision.
- F. It is recognized that the administration of the District must be a unified endeavor directed towards the efficient operation of the delivery of education to the youth of the community. As such, the mutual support of the administration and the Board are pledged in order to carry out the policies of the District.
- G. A system of open communication among all administrative personnel is essential. Discussion and freedom of expression among team members is encouraged. There shall be communication both horizontally and vertically among team members.

Article 7 – Length of Contract

- A. All Administrators will be issued two (2) year contracts including the Director of Operations and Central Office Administrators. The superintendent will extend the contract by one year after satisfactory completion of the first year.
- B. Unsatisfactory Work Performance. If an Administrator’s performance is rated unsatisfactory, the Administrator will be put on a written plan of improvement. The Administrator’s salary will continue at the same dollar amount received during the previous year during the length of the improvement plan.
- C. If an Administrator who is on a plan of assistance improves his/her job performance to a satisfactory rating according to the time lines set forth the plan of assistance, the salary for the Administrator will be

restored. The restored salary will reflect a dollar amount equal to the salary had there been no freeze. Income frozen during the plan of assistance is not due the Administrator.

- D. Non-Renewal of Contract. If performance remains unsatisfactory during the improvement plan, the Administrator will be notified of non-renewal of his/her contract no later the sixty (60) days, April 30, prior to the end of the contract, June 30

At least thirty (30) days (March 31), prior to a notice of non-renewal, the Administrator will be notified that the non-renewal of his/her contract is going to be considered by the proper authority and of the reasons that non-renewal will be considered.

- E. The Administrator who has received a notice as outlined in D, shall be given an opportunity to meet with the authority involved (Board, Superintendent or designee) to discuss the reasons stated in the written statement, if applicable. The meeting shall be conducted in accordance with §122.9 of the Revised School Code, as amended. If the Administrator desires such a meeting to discuss the notice of non-renewal of his/her contract will be considered, he/she must submit a written request to the secretary of the board or superintendent for such a meeting with ten (10) days of receipt of the notice.
- F. Evaluation. The administrative evaluation process will be based upon the District goals and developed by a committee of the principals' administrative team and the superintendent. Additional items or areas of concern may be addressed as deemed necessary by the superintendent.

Article 8 – Work Year

- A. Administrators are expected to schedule work during the 52 weeks to assure the orderly completion of assigned duties. Vacation time, for administrative personnel with less than 45 days of vacation, may be distributed throughout the year in such a manner as to avoid conflict with the responsibilities of the assignment and with the prior approval of the Superintendent of Schools.
- B. Administrators with 45 days or more of vacation time are expected to schedule vacation when school is not in session and at other times as arranged with the Superintendent.
- C. The Board of Education and administrative team recognize that emergency and unforeseen events may occur which would require the immediate attention of the building at times other than during regular school hours.
- D. Administrators endorse the concept of “24 hours per day and 365 days-per-year” responsibility to their assignments. Many aspects of the assignment cannot be completed during a standard workday.

Article-9 – Transfer And Involuntary Transfers

- A. The Owosso Public Schools building administrators recognize that the District, superintendent or designee retains the right to make involuntary transfers to other administrative positions or between buildings during or between school years.
- B. When the superintendent determines it will make such a transfer, it shall give consideration to the following:
 1. Length of service in the District in job classification.
 2. Previous transfers.

3. Welfare of the employee.
 4. Welfare of the District.
 5. Qualifications and competency required for the assignment.
 6. Needs of the receiving school.
 7. Needs of the position.
- C. Except in the case of an emergency, written notice of the intent to transfer will be given to the affected Administrator at least thirty (30) calendar days before the transfer is enacted. The affected Administrator will be given the opportunity to meet with the superintendent to discuss the reasons for the transfer and to give input prior to the final decision being announced. The decision of the superintendent is final. After the final decision has been made by the superintendent, the Administrator may implement the due process procedure if he/she so desires.
- D. An administrator may pursue a resolution through the following due process: (1) the immediate supervisor, (2) the superintendent, and (3) the Board of Education.
- E. At the request of the Administrator to be transferred and following a conference with the superintendent, a written summary of the rationale, special conditions, need for the transfer, and any future commitments will be given to the affected Administrator.
- F. The Administrator's pay will not be reduced.
- G. In making reductions/transfers all certifications and qualifications must be satisfied.

Article 10 -- Voluntary Termination of Contract

The "Administrative Contract of Employment" signed by a member of the team specifies that, "this contract may be terminated through mutual consent of the parties involved." An Administrator desiring voluntary termination shall meet with superintendent and provide the reasons for the request in writing. As much advance notice as possible should be provided to assure a reasonable opportunity to secure a satisfactory replacement.

The superintendent shall feel free to discuss the voluntary termination of employment with an Administrator when it appears to be in the interest of the District and the Administrator.

Article 11 –Reductions in Force

- A. When the Board identifies a need to eliminate a position, it will provide the Administrative Team an opportunity to discuss the reduction with the superintendent prior to a public announcement. The Administrator employed in the eliminated position shall be placed on lay-off status. Administrators in other positions are not subject to "bumping" procedures.
- B. In the event of any reduction of administrative personnel, the Administrator shall be given written notice at least ninety (90) days' prior to the effective date of layoff. The opportunity for reassignment shall exist providing a vacancy exists and it does not violate state law, District policies, existing contracts or collective bargaining agreements.

- C. The following factors, which may not be weighted equally, shall be considered by the superintendent in selecting the individuals to be retained:
- a. Needs of the District,
 - b. Certification requirements/NCA standards for the position,
 - c. Employee's work performance,
 - d. Employee's professional experience,
 - e. Applicable education and training for the job,
 - f. Number of years of administrative experience within the District.
- D. Lay-off status is defined as equal to the period of time of other professional staff.
- E. As a minimum, the Administrator's pay will not be reduced during the length of the current contract.

Article 12 – Compensation

- A. The initial salary of a newly hired or promoted building administrator shall be determined by the superintendent with the steps. The Board Executive Committee shall meet with a representative group of administrators to determine rate adjustments, as necessary.
- B. Effective July 1, 2002, an Administrator with a successful and effective performance evaluation, after five (5) years of continuous experience in the District, shall receive \$125 per year in position for longevity to be added to his/her salary. The maximum annual longevity shall be capped at \$3,000. (Example: Year 6 - \$125 longevity; year 7 - \$250 longevity, etc.)
- C. Administrators, upon successful evaluation each school year, will increase their salary by 1 step up to the tenth step.

The Salary Schedule for 2008-09 is as follows for Administrators starting their positions prior to July 1, 2006:

| Positions 2008-09 Salary Schedule (1.5%) | No. of VACATION Days /Year | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---------------|---------------|---------------|---------------|
| Elementary Principal (100-300 students) | 45 | N/A | N/A | N/A | \$86,748 |
| Elementary Principal (301-600 students) | 45 | N/A | N/A | N/A | \$92,064 |
| Assistant Principal – Sec, HS Athletic Director | 30 | N/A | N/A | N/A | \$92,556 |
| Elementary Principal (601+ students) | 45 | N/A | N/A | N/A | \$92,641 |
| Director of Operations | 20 | - | - | - | \$79,188 |
| Business Manager | 25 | - | - | - | \$88,721 |
| Curriculum Director | 20 | - | - | - | \$87,143 |

| Positions | No. of Vacation Days /Year | 2009-10 Salary Schedule (1.55%) |
|--|---------------------------------------|--|
| Elementary Principal (100-300 students) | 45 | \$88,093 |
| Elementary Principal (301-600 students) | 45 | \$93,491 |
| Assistant Principal – Sec, HS Athletic Director | 30 | \$93,990 |
| Elementary Principal (601+ students) | 45 | \$94,077 |
| Director of Operations | 20 | \$80,415 |
| Business Manager | 25 | \$90,096 |
| Curriculum Director | 20 | \$88,494 |

| Positions | No. of Vacation Days /Year | 2010-11 Salary Schedule (1.6%) |
|---|-----------------------------------|---------------------------------------|
| Elementary Principal (100-300 students) | 45 | \$89,502 |
| Elementary Principal (301-600 students) | 45 | \$94,986 |
| Assistant Principal – Sec, HS Athletic Director | 30 | \$95,494 |
| Elementary Principal (601+ students) | 45 | \$95,582 |
| Director of Operations | 20 | \$81,702 |
| Business Manager | 25 | \$91,538 |
| Curriculum Director | 20 | \$89,909 |

Administrators (with the exception of the Community Education Director) who start a new position on or subsequent to July 1, 2006 will begin at step one, unless approved by the board, and upon successful evaluation each school year, will increase their salary by 1 step up to the tenth step.

| Positions 2008-09 Salary Schedule (1.5%) | No. of Vac, Days /Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|-------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Asst. Principal - Elem . | 50 | 75,500 | 76,195 | 76,891 | 77,587 | 78,282 | 78,978 | 79,673 | 80,369 | 81,065 | 81,760 |
| Elem. Principal 100-300 students | 45 | 82,398 | 83,026 | 83,653 | 84,282 | 84,909 | 85,537 | 86,164 | 86,793 | 87,420 | 88,048 |
| Asst. Principal – OMS | 30 | 84,140 | 84,769 | 85,398 | 86,026 | 86,656 | 87,284 | 87,913 | 88,541 | 89,171 | 89,799 |
| Elem. Principal 301-600 students | 45 | 86,394 | 87,024 | 87,653 | 88,284 | 88,914 | 89,543 | 90,174 | 90,804 | 91,433 | 92,064 |
| Asst. Principal – Sec, OHS Athletic Director | 30 | 86,883 | 87,513 | 88,144 | 88,774 | 89,404 | 90,035 | 90,665 | 91,295 | 91,926 | 92,556 |
| Elem. Principal 601+ students | 45 | 86,968 | 87,599 | 88,229 | 88,859 | 89,490 | 90,120 | 90,750 | 91,380 | 92,011 | 92,641 |
| Middle School Principal | 20 | 93,773 | 94,407 | 95,041 | 95,675 | 96,309 | 96,943 | 97,577 | 98,211 | 98,845 | 99,479 |

| Positions 2008-09 Salary Schedule (1.5%) | No. of Vac, Days /Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| High School Principal | 20 | 100,122 | 100,759 | 101,396 | 102,034 | 102,671 | 103,310 | 103,947 | 104,585 | 105,222 | 105,859 |
| Comm Educ. Director | 25 | 45,601 | 48,646 | 51,691 | 54,736 | 57,781 | 60,826 | 63,871 | 66,916 | 69,961 | 73,006 |

| Positions 2009-10 Salary Schedule (1.55%) | No. of Vac, Days /Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|--|---|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Asst. Principal - Elem . | 50 | 76,670 | 77,376 | 78,083 | 78,709 | 79,495 | 80,202 | 80,908 | 81,614 | 82,322 | 83,028 |
| Elem. Principal 100-300 students | 45 | 83,675 | 84,313 | 84,950 | 85,588 | 86,225 | 86,863 | 87,500 | 88,138 | 88,775 | 89,413 |
| Asst. Principal – OMS | 30 | 85,445 | 86,083 | 86,722 | 87,360 | 87,999 | 88,637 | 89,276 | 89,914 | 90,553 | 91,191 |
| Elem. Principal 301-600 students | 45 | 87,733 | 88,373 | 89,012 | 89,652 | 90,292 | 90,931 | 91,571 | 92,211 | 92,850 | 93,491 |
| Asst. Principal – Sec, OHS Athletic Director | 30 | 88,230 | 88,870 | 89,510 | 90,150 | 90,790 | 91,430 | 92,070 | 92,710 | 93,350 | 93,990 |
| Elem. Principal 601+ students | 45 | 88,316 | 88,956 | 89,596 | 90,237 | 90,877 | 91,517 | 92,157 | 92,797 | 93,437 | 94,077 |
| Middle School Principal | 20 | 95,226 | 95,870 | 96,514 | 97,158 | 97,802 | 98,445 | 99,089 | 99,734 | 100,377 | 101,021 |
| High School Principal | 20 | 101,674 | 102,321 | 102,968 | 103,615 | 104,263 | 104,911 | 105,558 | 106,206 | 106,853 | 107,500 |
| Comm Educ. Director | 25 | 46,308 | 49,400 | 52,492 | 55,584 | 58,677 | 61,769 | 64,861 | 67,953 | 71,045 | 74,137 |

| Positions 2010-11 Salary Schedule (1.6%) | No. of Vac, Days /Year | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| Asst. Principal - Elem . | 50 | 77,897 | 78,614 | 79,332 | 80,050 | 80,767 | 81,486 | 82,203 | 82,920 | 83,639 | 84,356 |
| Elem. Principal 100-300 students | 45 | 85,014 | 85,662 | 86,309 | 86,957 | 87,604 | 88,253 | 88,900 | 89,548 | 90,195 | 90,844 |
| Asst. Principal – OMS | 30 | 86,812 | 87,460 | 88,109 | 88,757 | 89,407 | 90,055 | 90,704 | 91,353 | 92,002 | 92,650 |
| Elem. Principal 301-600 students | 45 | 89,137 | 89,787 | 90,439 | 91,087 | 91,737 | 92,386 | 93,036 | 93,687 | 94,336 | 94,986 |
| Asst. Principal – Sec, OHS Athletic Director | 30 | 89,641 | 90,292 | 90,942 | 91,592 | 92,243 | 92,893 | 93,543 | 94,194 | 94,844 | 95,494 |
| Elem. Principal 601+ students | 45 | 89,729 | 90,380 | 91,030 | 91,680 | 92,331 | 92,981 | 93,631 | 94,282 | 94,932 | 95,582 |
| Middle School Principal | 20 | 96,750 | 97,404 | 98,058 | 98,712 | 99,367 | 100,020 | 100,675 | 101,329 | 101,983 | 102,637 |
| High School Principal | 20 | 103,300 | 103,958 | 104,616 | 105,273 | 105,931 | 106,590 | 107,247 | 107,905 | 108,563 | 109,220 |
| Comm Educ. Director | 25 | 47,049 | 50,190 | 53,332 | 56,474 | 59,615 | 62,757 | 65,899 | 69,040 | 72,182 | 75,324 |

Article 13 -- Days Off

- A. Vacation days, will be credited on the first pay of July. There will be five (5) days of flex time for the high school and middle school principals, and two (2) days of flextime for all other principals, assistant principals and the Athletic Director to be either used or compensated per diem by June 30. Central Office Administrators and the Director of Operations are not-eligible for flextime. Flextime shall be defined as vacation days to be used at the discretion of the Administrator with prior notification to the superintendent. The flextime will not disrupt the normal operation of the school day.
- B. Administrators will have the following school recesses and holidays off *if* these are negotiated days off for the teachers:

Labor Day Recess

Thanksgiving Recess

The day preceding Christmas Day and Christmas Day

The day preceding New Years Day and New Years Day

Martin Luther King Day*

Presidents Recess*

Good Friday

Memorial Day

All Administrators with less than 45 days of vacation will also have the 4th of July off.

* Denotes holidays that are not applicable to Central Office Administrators or for the Director of Operations

Whenever any of the above holidays fall on Saturday, the holiday shall be granted the preceding Friday. If any of the above holidays fall on Sunday, the holiday shall be granted the following Monday. Whenever any of the above holidays are changed to be observed on Monday and primary federal, state and local offices are closed, the Monday will be considered the holiday.

- C. Vacation days from the prior school year must be used by June 30, unless approved in writing by the superintendent or his/her designee. In no case will more than fifteen (15) vacation days be carried over to the next year. Days not used by this date will be forfeited. Unused vacation days will be paid at per diem for such days at the time of severance, retirement, or death. Employees using vacation days not yet earned will repay the District at per diem for such days at the time of severance with the District. If the leave administrator leaves the District during the school year vacation leave will be prorated.
- D. *Five (5) leave days* – observed by Administrators. Administrators may use these days for purposes that cannot be transacted outside of school hours. Any additional time off should be taken as vacation or flextime, with the exception of additional time off for valid personal reasons that has been approved by the superintendent. Unused personal business days will accrue as sick days.

Article 14 – Health Benefits

- A. The Board agrees to provide health and medical benefits for all full-time employed Administrators (see Article 8 - Work Year), upon request by completing all required forms. Part-time Administrators will have the choice of:

- 1 Having the monthly cost prorated according to the percentage of time employed (part paid by the Board and part paid by the employee); or
- 2 If eligible for full-family or two-person coverage, applying the prorated monthly rate toward the purchase of a single subscriber medical coverage. Other non-medical health benefits under Plan A or B below could be purchased using a prorated cost as in A.1. above.

The coverage listed below are all subject to the terms and conditions of the Owosso Public Schools Benefits Plan as indicated in the Plan Summary booklets provided to each employee.

B Owosso Public Schools Health Plan A (for employees selecting medical benefits):

- 1 Hospitalization Insurance. The Board shall provide, without cost to the Administrator, MESSA Choices II for a full twelve (12) month period for the Administrator and his/her dependents.
 - a The hospitalization insurance will be provided for the full fiscal year for which the Administrator is under contract. The Administrator monthly contribution for health insurance will be \$40 for full families (3 or more), \$30 for two person coverage and \$20 for single person.
 - b In the event that an Administrator is absent because of illness or injury and has been on disability for two years, the Owosso Board of Education reserves the right to discontinue payment for hospitalization insurance. The Administrator may continue the hospitalization insurance at his/her own expense.
 - c Payment of hospitalization premiums by the Board of Education will cease the last day of the month in which termination of employment occurs, if such termination is before the end of the school year. If such termination is after the end of the school year, coverage will continue through the end of the fiscal year.
- 2 Dental Insurance. The Board agrees to furnish Administrators a dental insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage is provided through Delta Dental (75/50/75) with a maximum of \$2,000 adult ortho, Class I and II at \$2,000.
- 3 Vision Insurance. The Board agrees to furnish Administrators a vision insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage plan is VSP-3.
- 4 Life Insurance. The Board shall provide full-time Administrators with term life insurance equal to 2.5 times their annual salary, including accidental death and dismemberment coverage of the same coverage amount. The Board shall provide dependent life insurance with term insurance of \$5,000 on the spouse of an Administrator and \$2,500 on each dependent child.
- 5 Short-Term Disability. Administrators are eligible to receive Short-Term Disability benefits after the elimination period of the later of 30 calendar days or the date your accumulated sick leave payments end, up to a maximum of 60 days for disability due to an injury or sickness. Once the elimination period has been met, the administrator will be placed on short term disability upon approval of their short term disability application by the carrier. Sick leave days and/or catastrophic sick leave days, if any, must be used to cover the elimination period.
- 6 Long-Term Disability. Sixty percent of salary; waiting period 90 calendar days – modified fill; pre-existing condition waiver; freeze on offsets; alcoholism/drug same as any other illness; mental nervous same as any other illness; cost of living benefit; \$5,000 maximum.

C Owosso Public Schools Health Plan B (for employees not selecting medical benefits):

- 1 Dental Insurance. The Board agrees to furnish Administrators a dental insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage is provided through Delta Dental (75/50/75) with a maximum of \$2,000 adult ortho, Class I and II at \$2,000.
- 2 Vision Insurance. The Board agrees to furnish Administrators a vision insurance program for all Administrators, their immediate family, and eligible dependents. Current coverage plan is VSP-3.
- 3 Life Insurance. The Board shall provide full-time Administrators with term life insurance equal to 2.5 times their annual salary, including accidental death and dismemberment coverage of the same coverage amount. The Board shall provide dependent life insurance with term insurance of \$5,000 on the spouse of an Administrator and \$2,500 on each dependent child.
- 4 Short-Term Disability. Administrators are eligible to receive Short-Term Disability benefits after the elimination period of the later of 30 calendar days or the date your accumulated sick leave payments end, up to a maximum of 60 days for disability due to an injury or sickness. Once the elimination period has been met, the administrator will be placed on short term disability upon approval of their short term disability application by the carrier. Sick leave days and/or catastrophic sick leave days, if any, must be used to cover the elimination period.
- 5 Long-Term Disability. Sixty percent of salary; waiting period 90 calendar days – modified fill; pre-existing condition waiver; freeze on offsets; alcoholism/drug same as any other illness; mental nervous same as any other illness; cost of living benefit; \$5,000 maximum.
- 6 Cash-in-Lieu of Health Benefits. Administrator will receive eighty percent (80%) of the MESSA choices ii single subscriber amount less the employers amount for FICA and less the single person subscriber copay of \$20 to be applied to a MESSA nontaxable variable option package) and/or tax deferred annuity plan of the Administrator’s choice.

Article 15 – Additional Benefits

- A. Sick Time. Twelve (12) days per year with a maximum accumulation of 120 days for illness, death in the family and medical/dental/attorney reasons that are necessary for the situation as approved by his/her supervisor.

Administrators will not be paid for any unused sick days either at the end of the fiscal year or when their employment contract is terminated.

- B. Professional Dues. One local, one state, one national and the building NCA membership dues shall be paid by the Board, with prior district office approval.
- C. Conferences and Conventions. Administrators may attend conferences and conventions upon the approval of his/her district office supervisor. The approved costs of such conferences and conventions will be reimbursed through a board site-based budget expense account.
- D. Educational Stipend. Administrators who receive a successful and effective performance evaluation will receive a one-time stipend upon acquiring an advanced degree that relates to their job performance and to the needs of the District: Second Masters Degree \$500, Education Specialist Degree \$750 and Doctorate Degree \$1,000.

E. Professional Development Fund. The Board shall establish a tuition pool to allow an Administrator to utilize up to \$2,000 over a five year period towards college course work or CEUs that qualify for certification requirements as defined by the State of Michigan.

F. Mileage. Mileage will be reimbursed at the time mileage is incurred at the Board approved rate.

FMLA. Administrators are eligible for benefits under the Family Medical Leave Act. Benefits are as follows as defined by the Family and Medical Leave act of 1993, as amended (FMLA):

G. :

1. The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
 - e. Because of “any qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
 - f. In order to care for the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period.

The 12-month period is defined as the 12-month period measured forward from the date the staff member’s first FMLA leave begins (i.e., the “leave year” is specified to each individual administrator).

- a. For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.
- b. Leaves of absence, up to a maximum of twelve work weeks as provided by the FMLA, WITHOUT PAY will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son or daughter, or parent.
- c. Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve work weeks.
- d. During this twelve work week absence, the employee will be entitled to Board paid Insurance protection.

"Parent" means the biological parent or an individual who stood in loco parentis to an employee. The term "son or daughter" is defined as biological, adopted, or foster child, a step child, legal ward, or a child of a person standing in loco parentis.

"Serious health condition" means an injury, illness, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this Article will conform to the statutory requirements provided under the Federal FMLA.

- f. Terminal Leave Pay. Each full-time administrator shall be eligible for terminal leave pay on the following basis, payable at the point of termination from the District :
- a. \$1,500 following 10 years of service in the District
 - b. \$2,250 following 15 years of service in the District
 - c. \$3,000 following 20 years of service in the District
 - d. \$3,750 following 25 years of service in the District
 - e. \$4,500 following 30 years of service in the District

Article 16 -- Administrative Personnel Policy

A Due Process. When an accusation of complaint concerning an Administrator is brought before the Board, the Board will charge the superintendent or his/her designated representative to investigate the matter. The superintendent or his/her designee may inform the Administrator of the identity of the person making the charges.

- 1 At the conclusion of the investigation, the superintendent shall (1) inform the Administrator of the results of the investigation, (2) take such action as he/she shall deem appropriate to dispose of this case, (3) report the results of the investigation and the disposition to the Board.
- 2 In the event that the Administrator is not satisfied with the disposition of the matter, he/she shall have the right to appeal the matter to the Board. The appeal/hearing should be in open or closed session at the discretion of the Administrator.
- 3 If charges are made against an Administrator under the civil or criminal laws of the State of Michigan or the United States involving the Administrator's job-related activities, if within the scope of his/her assignment, the Board may, at its sole discretion, provide independent counsel for said Administrator in accordance with the provisions of Public Act 141 or 1978 (MSA 3.996(108); MCL 691.1408. The Board's decision in accordance with the terms of the statute shall be made on an individual basis each time the employment of independent counsel is required and shall never be considered precedent setting.

B Vacancies.

- 1 Vacant or newly created administrative positions shall be posted within the school district for a period of not less than five (5) working days. The definition of vacancy in this section refers to openings caused by retirement, resignation, etc. This section is not intended to provide a procedure for transfers between buildings.

- 2 The posting shall contain the responsibilities and duties of the position and set forth the desired qualifications.
- 3 The Board declares its support of a policy of filling administrative vacancies from within its own administrative staff. This does not imply that candidates from outside the District are not eligible for employment.
- 4 In the event vacancies occur during summer recess, posting shall be accomplished by mailing a copy of the posting to each Administrator. The five (5) working days shall run from the time of the mailing.
- 5 Vacancies may be filled on a temporary basis, not to extend beyond the close of the individual contract year for the vacant position. The Administrator assigned to the vacancy shall be paid at the base rate for that position or his/her normal salary, whichever is greater.
- 6 When an assistant administrative vacancy occurs, the immediate supervisor of the vacant position shall be provided the opportunity to be involved with the superintendent or his/her designee in the selection process. However, it is understood the superintendent's decision is final, including any decision to select a non-applicant from outside the District.
- 7 In the event an Administrator is not the successful candidate, he/she may request to discuss the selection criteria with the superintendent.

Article 17 – Continuing Commitment

The foregoing procedures and policies shall be reviewed as necessary by a committee comprised of representatives from the principals' Administrative Team, Board of Education, and the superintendent.

AGREEMENT

between the

OWOSSO BOARD OF EDUCATION

and the

OWOSSO EDUCATION ASSOCIATION

OWOSSO, MICHIGAN

**July 1, 2008
to
June 30, 2011**

TABLE OF CONTENTS

| | |
|---|-----------|
| ARTICLE 1: RECOGNITION..... | 4 |
| ARTICLE 2: DEDUCTION OF EDUCATION ASSOCIATION DUES AND FINANCIAL RESPONSIBILITIES..... | 6 |
| ARTICLE 3: MANAGEMENT RIGHTS | 7 |
| ARTICLE 4: ASSOCIATION AND TEACHER RIGHTS..... | 8 |
| ARTICLE 5: PROFESSIONAL COMPENSATION..... | 9 |
| ARTICLE 6: TEACHING HOURS | 12 |
| ARTICLE 7: TEACHER QUALIFICATIONS | 15 |
| ARTICLE 8: TEACHING LOADS AND ASSIGNMENTS..... | 16 |
| ARTICLE 9: TEACHING CONDITIONS..... | 17 |
| ARTICLE 10: VACANCIES-TRANSFERS-PROMOTIONS | 22 |
| ARTICLE 11: LEAVES OF ABSENCE | 26 |
| ARTICLE 12: RETIREMENT/RESIGNATION LEAVE..... | 33 |
| ARTICLE 13: INSURANCE PROTECTION | 34 |
| ARTICLE 14: TEACHER EVALUATION | 36 |
| ARTICLE 15: PROTECTION OF TEACHERS..... | 37 |
| ARTICLE 16: PROFESSIONAL GRIEVANCE PROCEDURE..... | 39 |
| GRIEVANCE REPORT: OEA | 42 |
| ARTICLE 17: CURRICULUM STUDIES – SCHOOL IMPROVEMENT | 43 |

| | |
|---|-----------|
| ARTICLE 18: NEGOTIATION PROCEDURES..... | 44 |
| ARTICLE 19: MISCELLANEOUS PROVISIONS..... | 40 |
| ARTICLE 20: REDUCTION OF PERSONNEL AND REHIRING PROCEDURES | 41 |
| ARTICLE 21: MENTOR TEACHERS..... | 43 |
| ARTICLE 22: DURATION OF AGREEMENT | 45 |
| APPENDIX A: TEACHING ASSIGNMENT/TRANSFER REQUEST FORM..... | 46 |
| APPENDIX A2- FLOWCHART FOR FILLING VACANCIES..... | 47 |
| APPENDIX A3 – TRANSFER MATRIX | 48 |
| TEACHER TRANSFER APPLICANT SCREENING GRID..... | 48 |
| APPENDIX B: SCHOOL CALENDARS..... | 50 |
| APPENDIX C: SPECIAL WORK AREAS | 56 |
| APPENDIX D: BA/MA/BA+35 INDEX 2008-2009 | 57 |
| APPENDIX D: BA/MA/BA+35 INDEX 2009-2010 | 57 |
| APPENDIX D: BA/MA/BA+35 INDEX 2010-2011 | 58 |
| HOURLY PAID TEACHERS..... | 59 |
| DEPARTMENT HEADS:..... | 62 |

AGREEMENT
between the
OWOSSO BOARD OF EDUCATION
and the
OWOSSO EDUCATION ASSOCIATION
COVERING THE PERIOD
from July 1, 2008 to June 30, 2011

AGREEMENT

This Agreement entered into this first day of July, 2008, by and between the Board of Education of the City of Owosso, Michigan, hereinafter called the "Board" and the Owosso Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS 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 upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1: RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section XI of Act 379, Public Acts of 1965, for all certificated professional personnel including personnel on tenure and probation, classroom teachers, *Alternative certificate ("Fast Track") teachers*, contracted substitute teachers, guidance 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 hereinafter in

this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

The Association represents the probationary teacher in matters of wages, hours, and working conditions. In matters of discharge, reprimand, or transfer, the Tenure Law shall apply.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein 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 not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- D. The Board shall recognize the OEA as the exclusive bargaining representative for the following positions: driver education instructors (for K-12 enrolled students); high school completion instructors and summer school instructors; and agrees to negotiate salaries for employees in the above positions.
- E. For the purposes of this article, the term "school year" shall include 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 herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those granted under the Constitution of the United States and the Constitution of the State of Michigan.
- G. After consultation with the Owosso Education Association, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA).
- H. Seniority shall be based upon years of service with the district beginning the first day of work. If more than one teacher has the same seniority date, teachers shall be listed based upon the last four 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 years of layoff;
2. A tenured teacher or non probationary itinerant is not recalled within three years of layoff, consistent with the tenure act;

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 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: DEDUCTION OF EDUCATION ASSOCIATION DUES AND FINANCIAL RESPONSIBILITIES

The Board and Association mutually recognize the value of the collective bargaining process. It is further recognized the true strength of the Association lies in the unity and financial support of its members and others within the bargaining unit. To this end the Board agrees to deduct Association dues as follows:

- A.
 1. The Board agrees to deduct from the salaries of teachers dues for the Owosso Education Association, the Michigan Education Association, the National Education Association and/or Financial Fee Responsibilities when authorized in writing by each teacher to have such dues deducted. The Board assumes no liability for the authenticity of execution of the authorization.
 2. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction in ten (10) equal monthly installments.
- B. Dues authorizations filed with the Superintendent on or before the 1st day of October each year, shall become effective with the first scheduled dues deduction of each school year. Dues authorizations filed after the 1st day of October shall be deducted in equal monthly payments during the second semester.
- C. The Association shall, on or before the first day of October give written notification to the Superintendent of the amount of OEA, MEA, and NEA dues which are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification, shall not be subject to change that entire school year. It is expressly understood that the Board is not required to deduct any assessments under the terms of this article.
- D. Dues deductions shall be transmitted by the Superintendent to the OEA treasurer within ten (10) days after such deductions are made. The OEA shall be responsible for disbursements of MEA and NEA dues paid to it to the treasurer of those organizations.
- E. All refunds claimed for dues of the OEA, MEA, or NEA under such dues authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claim of excessive dues deduction.
- F. Agency Shop

Any member of the bargaining unit who is not a member of the Association, or who does not make application for membership within thirty (30) days from the first day of active employment shall, in order to comply with this provision, pay a Service Fee to the Association of a legally permissible amount as determined through appropriate procedures which shall not be greater than dues uniformly required to be paid by member of the Owosso Education Association; (including local, State and National dues) provided however, that the employee may authorize payroll deduction for such fee in the same manner a provided elsewhere in this article. Employees who desire to make a lump sum cash payment of dues and/or fees must make such payment by October 15.

No bargaining unit member required to pay a Service Fee, shall be required through the payment of such fee to contribute to the financial support of an ideological cause which he/she opposes. Therefore, the bargaining unit member may designate that his fee be contributed to the OEA Scholarship Fund. Such member shall provide the Association in writing, prior to October 15 of each year, a statement setting forth the basis for his objection. The Association agrees to provide to bargaining unit members, upon request, a summary of the activities associated with the Scholarship Fund.

In the event that a bargaining unit member who is not a member of the Association shall not pay his Service Fee directly to the Association, or authorize payment through payroll deduction as herein provided, or make lump sum cash payment by October 15, the Employer shall, at the request of the Association, notify the employee of his noncompliance with the provisions stated herein. The parties expressly recognize that the failure of any Employee to comply with the provisions of this article is cause for the Association to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual teacher.

- G. The Association, in all cases where bargaining unit members are determined to be in violation of this article, shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that this matter may be filed with a court of competent jurisdiction in the event compliance is not effected.
- H. The parties agree that every teacher's contract of employment shall contain the following:
This contract is subject to a collective bargaining agreement. The terms of such agreement are incorporated herein and, by accepting this contract, you agree to be bound by all such terms, including dues/Financial Responsibility Fee provisions thereof.
- I. In the event of any action brought against the Board due to its compliance with the above provisions, the Association will protect and save harmless the Board from any liability for damages and costs which may be imposed by a judgment from a court or administrative agency. Any costs incurred by the Board for legal representation of its own choosing shall be borne by the Board. It is agreed that the Association will defend the action of the Board at its own expense and through its own counsel.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The employer 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 constitution of the state of Michigan and of the United States, including, but without limiting the generality of the foregoing, the exclusive right:
1. To determine the number, size and location of its buildings and branches and equipment, machines, material, information, data, systems, supplies and procedures to be utilized in such buildings or branches and title change or discontinuance of any location or use thereof.
 2. To 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. To determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.
 4. To generally direct the work of the employees, subject to the terms and conditions of this agreement.
- B. The exercise of the foregoing power, rights, authority, duties, and responsibilities of the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the state of Michigan and the Constitution and laws of the United States.

ARTICLE 4: ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that 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 or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly encourage, discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding as defined, by the Grievance procedures being any provision of this agreement or any existing rule, order, or regulation of the Board relating to wages, hours, terms or conditions of employment.
- B. The parties recognize the right to invoke the assistance of the Michigan Employment Relations Commission as pertains to Act 379.

- C. The Association and its members shall continue to have the right to use school facilities at reasonable hours for meetings for the purpose of conducting necessary Association business as in the past. Arrangements shall be made with the Principal 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 advance approval shall not be required.
 2. The Association may have reasonable use of the school mail and delivery services.
 3. The Association may use the public address system of a building 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 agrees to furnish to the Association officers and/or designated representatives in response to reasonable requests from time to time all records concerning the financial resources of the district, 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 with respect to fiscal, budgetary and tax programs, construction programs, or major revisions of education- all policy, which are proposed or under consideration prior to their adoption and/or general publication. The Board agrees to 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 shall not interfere with or interrupt normal school operations as determined by the building principal.
- F. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement and provided that such provisions do not conflict with the law.

ARTICLE 5: PROFESSIONAL COMPENSATION

- A. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined by Article 6.
- B. The salaries of teachers covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement.

C. Extra Duty Class Coverage:

Secondary Teachers

In cases where a teacher is requested by the building principal and voluntarily provides class coverage when a qualified substitute is not available for a teacher absent 1/2 day or more, the teacher will be compensated per attached schedule.

Elementary Teachers

In cases where a special education teacher's absence is to be 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.

In the event a teacher is requested by the building principal to voluntarily act in the place of a teacher absent 1/2 day or more, the teacher will be compensated per attached schedule for the hours of extra duty class coverage.

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 Chaperones' 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. In the event the Association and the Board mutually agree that a teacher shall be engaged during the school day in negotiating in behalf of the Association with any representative of the Board or shall participate in any professional grievance negotiation, he shall be released from regular duties without loss of salary.

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 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 prior to the first pay of the school year, to receive their salary in

1. 26 pay periods --- salary paid equally over 26 pay periods commencing with the beginning of the contract year.

or

2. 21 pay periods --- salary paid equally 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 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; is nominated for; and selected for a state or national level leadership position; and in instances where the cost of a 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.
- H. The Board shall provide one (1) hour of release time per instructional day for the OEA president. In the event that the OEA president is an elementary teacher, he/she shall receive three (3) days per month released time.
- I. Miscellaneous Additions
1. All teachers employed with the district for over twenty 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 members 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 Masters 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 schedule (athletics, music, etc.) are paid per Appendix C, in three equal installments for year long activities or at the end of the season in November, March and/or June.
 5. The International Baccalaureate Coordinator for the Middle Years Programme shall oversee the academic organization and development of the program. The coordinator

is responsible for guiding the district through the application and approval process for the International Baccalaureate program. The coordinator shall not be a supervisor of, or have administrative responsibilities over any other members covered by this Master Agreement.

The International Baccalaureate Coordinator will be provided a stipend indexed at level 4 of step 2 of Appendix C: Special Work Areas, paid as a non-elective employee contribution to a 403(b). The coordinator will also be provided a minimum of two class periods per school day as release time for the development, planning, and observation of the International Baccalaureate program.

6. Teachers who have taught two or more full semesters inside or outside 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 year of experience.

Teachers who have been teaching without proper certification will not receive credit for this experience. Teachers shall be advanced one 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 years.

7. Increments become effective the beginning day of each school year and 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.
8. 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 of Education Policy for all district personnel. In no event will such rate be less than \$.19 per mile.

ARTICLE 6: TEACHING HOURS

- A. The teacher's normal teaching 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 prior to the first Friday of the school year with the counselor(s). The hours may be adjusted by up to one 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 teaching hours.

Such school hours may have to be altered in order 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.

- B. The teacher's normal teaching 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 in order 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.

1. Teachers in the elementary grades report for teaching duties no later than 8:25 a.m.
 2. Elementary teachers shall return to their classrooms before classes begin for the afternoon session.
 3. Hours of kindergarten teachers shall be fixed by the Principal at the beginning of each semester, but shall in no event be longer than the foregoing.
- C. Unless permission is granted by the Principal, 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 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 two (2) meaningful and necessary faculty meetings and one department/grade level meeting each month lasting up to one hour each. 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 case of emergency.
- 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 5 Section D. Arrangements for noon supervisors shall be completed by the fourth week of the school year.
- F. All teachers will be required to attend one open house each year. In addition, high school teachers will be required to attend Commencement exercises. Teachers will be provided one-half day compensatory time for the open house attendance. High school teachers will be provided one-half day compensatory time for the Commencement attendance. Attendance at evening meetings, such as PTO, civic affairs and educational meetings shall be at the option of the individual teacher.
- G. Teacher participation in extra curricular activities for which no additional compensation is paid shall be voluntary.
- H. Parent-teacher conferences may be scheduled during the evening twice a year. Teachers will be required to attend these scheduled conferences and will be released on a district-wide basis from one-half (1/2) day instruction for each such attendance.
- I. 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 shall be undertaken only as necessary for the school district to have 1098 instructional hours and allotted professional development time.
2. In order to comply with the instructional hour requirements in the School Code and assure that the district receives the total revenue available under the state Aid Foundation Grant, the parties agree in consultation, to makeup any lost hours of instruction on an hour by hour basis after any exclusion of days/hours allowable under the School Code are considered. Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the instructional day.
 - a. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil 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, it is agreed that for these specific days bargaining unit members 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 Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.
3. The Board of Education 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 members will be excused from reporting to duty.
6. In the event a teacher receives unemployment compensation benefits (which as used herein also includes "under-employment benefits") during the school year (associated with his/her 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 rescheduled 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.

J. Instructional Hour Requirements and Parameters

1. The State of Michigan has mandated 1098 instructional hours for school districts.
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 in order to comply with State instructional hour requirements.
 - b. In the event State mandated requirements for instructional days or hours change during the duration of this agreement, and such changes are in conflict with the current agreement between the parties and/or result in the district being out of compliance with State mandated instructional hour or day requirements, the parties agree to reopen the contract to consider and resolve the day and hour requirements.

ARTICLE 7: TEACHER QUALIFICATIONS

- A. As in the past, all teachers who are employed by the Owosso Public Schools will be certified by the State of Michigan according to the school code. All teachers will meet North Central Accreditation (NCA) Standards.
- B. High School and Middle School
 1. Teaching assignments will be the responsibility of the building principal based upon the procedure set forth in Article 10 and the following criteria in the order of:
 - a. Major or minor in the subject area
 - b. Highly qualified status as determined by the Michigan Department of Education
 - c. NCA standards.
 - d. Coursework in the subject area related to the teaching assignment.
 2. A teacher may be assigned to an area not in compliance with NCA Standards for up to two years. During the two year grace period the board will attempt to hire new staff whom meet NCA Standards which would allow the teacher to return to an assignment in their major or minor unless that teacher wishes to remain in the current position.
 3. Teaching assignments are based on student enrollment annually.
- C. Elementary Schools

1. Teaching assignments will be the responsibility of the building principal based upon the procedure set forth in Article 10, certification and qualification.
 2. For an elementary assignment (K-6) in Physical Education, Vocal Music, Instrumental Music, Art, Special Education or technology, the teacher must have an endorsement or certification in the specialty area.
- D. The parties recognize the obligation to meet the criteria for “highly qualified teachers” by June 30, 2006, 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.
- E. Teachers with special certificates will be employed only in cases of absolute necessity or where the teacher has outstanding credentials.
- F. The 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 8: TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in Owosso High School will be thirty teaching periods and five unassigned preparation periods. The normal weekly teaching load in Lincoln High School will be thirty teaching periods and five unassigned preparation periods. The normal weekly teaching load in the Middle School will be thirty teaching periods and five unassigned preparation periods. The normal weekly teaching load in the elementary schools will be thirty teaching hours. Each elementary teacher will be provided with 45-60 minutes of unassigned planning time five days a week. No departure from these norms, except in the case of 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 hereinafter set forth.
- B. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by their principals as soon as schedules for the coming year are established per the procedure set forth in Article 10.
- C. Teachers will assume responsibility for hall conduct for the area adjacent to their rooms and may expect reasonable assignment by the principal to corridor duties.
- D. Teachers may expect reasonable assignment by the principal to school related activities carried on within the school day.
- E. The Board and the Association recognize that the education of the children of the Owosso School District is their primary responsibility. The Board and the Association recognize that they also have a responsibility to assist in the training of future teachers. The Board, therefore, agrees to the following practices as regards student or practice teachers.
1. No teacher shall be assigned a student teacher against his 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 principal 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 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 9: TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. PROGRAM LEVELS

1. Secondary Schools

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The Board recognizes, that in general, academic class size at the Middle School and Senior High levels should not exceed thirty (30) to thirty-five (35) students, and will make every reasonable effort to schedule classes smaller than thirty-five (35) in 2003-2004, thirty-four (34) in 2004-2005 and thirty-two (32) in 2005-2006, especially in those areas where available space, equipment, number of work stations or special nature of the class makes smaller classes mandatory or desirable. The average class size for each teacher in core-curricular subjects (Mathematics, Science, Social Studies, and English) shall be maintained at twenty-seven (27) or less for the Middle School and High Schools. Teachers of core-curricular classes shall receive a stipend of \$90 per semester or \$60 per trimester, payable at the end of each semester/trimester, for each student beyond thirty (30) registered and serviced in a class. These averages shall be calculated on the tenth business day of each semester/trimester and shall be shared with the Professional Governance Council within a reasonable timeframe. Certain activity type classes such as physical education, and performing music groups (excepting Middle School general music classes) may be larger.

Pool classes within the Physical Education program will not exceed forty (40) students. Middle School non-swimmer classes will not exceed thirty-five (35) non-swimmer students but may be as high as forty (40) at the discretion of the class swimming instructor.

Physical Education classes will not exceed forty-three (43) students.

Class size maximums described in previously approved curriculum proposals for certain courses shall take priority over other numbers in this section. Exception to this could occur after discussion between the Superintendent and the President of the Association or designees.

No High School or Middle School teacher of a core-curricular course shall be assigned more than three preparations per semester/trimester. The number of preparations for any teacher shall not exceed four per semester/trimester. Exceptions may be permitted upon approval of the bargaining unit member and in consultation with the Professional Governance Council.

2. Elementary Schools

In 1991 an Elementary Class Size Committee consisting of Association and Board representatives recommended the following class sizes:

| | | |
|--------------|----|----|
| Young Five | 15 | |
| Kindergarten | | 20 |
| Grades 1-3 | 22 | |
| Grades 4-6 | 25 | |

The OEA and Board mutually agreed to these as optimum numbers. It is recognized that because of current physical and fiscal constraints these numbers will be difficult to attain immediately; however, the Board will continue to assess and explore needs that will provide for implementation. During the phase-in period, class sizes will be as described in the next paragraphs.

The average size of all K-6 classes in the Owosso Public Schools will not exceed 27. These averages shall be calculated on the tenth business day of each semester and shall be shared with the Professional Governance Council within a reasonable timeframe.

Classroom size in any elementary building as of the 6th Friday after the beginning of the school year shall not exceed the established maximum class sizes according to the following:

| | <u>2003-04</u> | <u>2004-05</u> | <u>2005-06</u> |
|----------------|----------------|----------------|----------------|
| Kindergarten | 26 | 26 | 26 |
| First - Third | 29 | 27 | 26 |
| Fourth - Sixth | 32 | 30 | 29 |

Such class size maximums may be exceeded for just cause in extenuating circumstances which will be reviewed with representatives of the OEA within five (5) days. When class size reaches the above stated levels plus one student, the Board will provide with the consent of the teacher, a teacher aide for said classroom for one (1) hour per day until the classroom size is reduced to the above stated maximum. The Board shall have ten (10) school days to employ said aide. If the maximum sizes, plus one student respectively, cannot be reduced by the termination of the semester in which the situation develops, the Board agrees to provide the teacher with an additional one (1) hour of teacher aide assistance. The above becomes effective after the 6th Friday of each school year.

The placement of the children shall be determined at a conference between the building principal and the teacher of the grade level to be effected prior to permanent placement of the child in a given class.

Class size maximums described in previously approved curriculum proposals for certain programs and grade levels shall take priority over other numbers in this section. Exception to this could occur after discussion between the Superintendent and the President of the Association or designees.

3. Special Education

When children are integrated from special education programs into the general education classroom, the respective class size during any period of the day will not exceed established class size maximums. As soon as it is anticipated a student will be integrated into a regular classroom, the teacher of that regular classroom will be involved in the Individual Educational Plan (IEP) process.

- a. Every effort will be made to schedule IEPC meetings within the school day. If a substitute is provided, it shall be mandatory that each teacher invited will attend the IEPC meeting.
- b. Should it be impossible to schedule the IEPC meeting during school hours, it will be scheduled as soon after the end of the school day as possible. All invited teachers will attend these IEPC meetings. After attending four (4) after school IEPC meetings, teachers will be paid the IEPC hourly rate for their time at subsequent after school IPEC meetings provided the IEP lasts at least thirty (30) minutes after the end of the school day.
- c. Building administrators will arrange the release of elementary special education teachers two (2) days per month for planning purposes.
- d. A district special education handbook will be developed and provided to each staff member.

4. Reading First

- a. Reading First Grant teachers in all elementary buildings shall be compensated "time for time" by allowing teachers compensatory time to be taken in one-half day increments for every three hours of Reading First grade level meetings.
- b. Compensatory time will be subject to the provisions of Article 11, paragraph B.2 of this Master Agreement.
- c. Compensatory time will be banked for the next school year, but must be used before April 30.
- d. Upon notification of the cancellation of the Reading First Grant, the Professional Governance Council shall be consulted.

- 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 pupil load. Should it become evident

that a given child becomes increasingly difficult to teach without being detrimental to the rest of the pupils, the following procedure should be observed for the most successful method of dealing with the problem.

Procedure for Dealing with Problem Children

1. Recognize problem
2. Discuss with Principal
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

Principal may suspend from school and refer student to Probate court for appropriate action. Inasmuch as a student has every right to attend school, suspension from school by a principal can only be temporary and in extreme cases.

- 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, and similar materials are the tools of the teaching profession.

Staff recommendations regarding the purchasing of 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 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 agrees to 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 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 room which shall be reserved for use as a faculty lounge. The faculty lounge will be furnished with at least one 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 are Lincoln, Central, and Roosevelt Schools (due to property limitation). Parking facilities and sidewalks shall be maintained at all times.
- L. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with the respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless the teacher's conduct shall adversely affect his professional status.
- M. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, 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, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

- N. Attendance records are necessary to determine the pupil 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.

- O. Grade reports are necessary to monitor and report the progress of students. All marking period grade reports for grades K-12 and mid-marking period progress reports for grades 7-12 are due at 8:00 a.m. of the third business day following the end of the marking period or mid-marking period progress reporting period.
- P. Both parties, recognizing the value and necessity of video surveillance to protect the safety and well-being of our students and staff, support the use of video monitoring of the entrances and other vital and deemed necessary areas of the school buildings. It shall not be the intent of the Administration to utilize said electronic surveillance to substantiate or document in any way, the performance of professional responsibilities or the behavior of bargaining unit members for disciplinary purposes.

ARTICLE 10: VACANCIES-TRANSFERS-PROMOTIONS

- A. Definitions: For the purpose of this Article:

1. 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. The date on which the vacancy opens establishes the order to be followed per paragraphs C and D below of this article and Appendix A2. A vacancy shall not exist when there is a teacher on layoff status.
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. When multiple bargaining unit members at a particular building and at a particular grade level or subject exists, the teacher possessing the least seniority shall be considered displaced, unless another bargaining unit member of that particular group voluntarily agrees to be displaced. 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 and retain the rights afforded displaced teachers until the first day teachers report in the fall.
3. Successful teacher shall be a teacher who has received a satisfactory evaluation during their most recent evaluation cycle year. Successful teachers shall retain the right to accept or decline a transfer.
4. IDP teacher shall be a teacher who has received an unsatisfactory evaluation in the most recent evaluation cycle year and who is currently on an Individualized Development Plan, as defined in Article 14, at the time a vacancy becomes open.

IDP teachers shall not retain the right to decline a transfer.

5. 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 upon by the teacher, at the proposal of the Administration. In either case, a 48 hour consideration period shall be afforded the teacher before their reply may be accepted by the Administration.
 - b. Involuntary transfer shall be a transfer initiated by the Administration to facilitate the success of an IDP teacher, to resolve a situation that negatively impacts the learning environment, or as a last resort to preserve the employment of a bargaining unit member when an open position exists. Involuntary transfers shall occur in consultation with PGC.
6. Seniority shall be defined as defined in Article 1 section H.
7. Part-time teacher shall be a teacher who is less than full-time and shall not be assigned to an open or vacant position if a full time bargaining unit member who is certified and qualified applies for that position. Absent a reduction in staff, a part-time teacher only has rights to an assignment equal in hours to his/her current assignment. A part-time teacher may request to return to a full time assignment per Article 10, Paragraph B.1 by utilizing a transfer request and following the transfer request timeline. Part-time teachers as of the 2007-2008 school year shall retain the transfer rights of a full time bargaining unit member as long as they remain on a part-time status.

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

1. Any teacher interested in a change in position shall submit in writing (See Appendix A.) to the Personnel Department, a request of desired subject area(s) for the high school and middle school or grade level(s) and/or building(s) for the elementary school to which the teacher would accept a transfer. Such request shall be received by the Personnel Department no later than 4:00 p.m. on the last scheduled school day of February. Transfer requests shall remain active through the end of February of the following year. Any teacher who is displaced and involuntarily transferred may file a transfer request within seven (7) calendar days after being transferred.
2. A list of all transfer requests shall be forwarded to the Association by March 15.
3. 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.
4. Teachers displaced after the March 1, may submit a transfer request within seven (7) calendar days of the notice of displacement.

C. Posting Vacant Positions

1. A vacancy occurring after the school year has concluded, during the summer recess prior to the opening of the next school year; and, a vacancy occurring as a result of a teacher filling a previously posted position after the close of school, shall not require posting.
2. All postings shall be made on a designated bulletin board in each school building, along with a copy to the Association, and shall be posted for at least ten (10) calendar days prior to being filled.
3. Positions known to be vacant, after placement of all displaced, internal and external successful, voluntary and involuntary transfer teachers, as outlined in Section D, paragraphs 1-5 below, and positions that were filled during the current school year on a temporary basis, shall be posted for ten (10) calendar days no later than the third Monday in March.
4. Positions known to be vacant as of the last scheduled school day of the school year shall be posted no later than ten (10) calendar days after the last scheduled reporting day for teachers.

D. Filling Vacancies

The procedure for filling vacancies below also appears as a flowchart in Appendix A-2.

1. The Administration will determine collapsed positions for the next academic year and will consult with PGC by March 15 or in the event that a position is collapsed after March 15, PGC will be notified as soon as possible. Displaced bargaining unit members shall be determined as specified in Section A.1 above. A "displaced bargaining unit member list" shall be forwarded to the Association by March 15.
2. Displaced bargaining unit members, in order from highest to lowest seniority, shall select from vacant positions for which they are certified and qualified, in the presence of the Superintendent and the President of the Association.
3. After placement of displaced teachers, vacancies may be filled by certified and qualified teachers whom the Administration, in consultation with PGC, justify that a transfer would facilitate the success of an IDP teacher or resolve a situation that negatively impacts the learning environment.
4. After placement of teachers through paragraphs 2 and 3 above, vacancies shall be filled by certified and qualified teachers within the building as an internal transfer. Vacancies shall be filled internally in this order:
 - a. Successful teachers, from highest to lowest seniority.
 - b. Voluntary IDP teachers, from highest to lowest seniority.

The principal, subject to approval of the Personnel Department, will be responsible for authorizing the assignment and transfer of all existing teaching staff. The principal will confer with members of a building level advisor team to assist in determining appropriate changes.

5. If a posted vacancy has not been filled by an existing teacher within the individual building, the vacancy may be filled with any district-wide bargaining unit member that has a Request for Transfer form on file with the Personnel Department in accordance with Article 10(B). Vacancies shall be filled from outside a building in this order:
 - a. Successful teachers, from highest to lowest seniority.
 - b. Voluntary IDP teachers, from highest to lowest seniority.
6. Bargaining unit members may apply for vacant positions remaining unfilled as of the third Monday of March. Such posted vacancy, subject to the following paragraph, will be filled on the basis of the Matrix (Appendix 3) with Teacher experience in Owosso, certification/qualifications, Teacher experience-elsewhere (K-12 public/private), Teacher evaluation, interview, and Honors/recognition in education.

The Matrix will include building expectations and a job description. Transfer rights will be available to teachers having an overall satisfactory rating on their most recent evaluation. Absent any evaluation within the last three years, a teacher will be assumed to have a satisfactory evaluation.

Teachers may appeal to the Professional Governance Council (PGC in Article 18) regarding the denial of transfer rights. If an administrator is involved with the evaluation of the teacher appealing to the PGC and a member of the PGC, then he/she will be replaced for the resolution of the issue under consideration. If the teacher appealing the right to transfer is a member of the PGC, then he/she will be replaced for the resolution of the issue under consideration.

Following an appeal to the PGC, a teacher may exercise the grievance process for resolution through the Board Level.

7. If a posted vacancy has not been filled by an existing bargaining unit member, as provided in Section D, Paragraphs 2 through 6 in this Article, said vacancy may be filled by an involuntary transfer of the lowest seniority certified and qualified bargaining unit member, as provided in Section A, Paragraph 5.B, of this article.
8. Any vacancy created by the transfer of a bargaining unit member to another teaching assignment shall be offered to any and all individuals on the "displaced bargaining unit member list" as positions open. The vacant position shall be filled through the process outlined above, starting at Section D Paragraph 2 of this Article.
9. If a position remains unfilled by an existing bargaining unit member, as provided in Section D, Paragraphs 2 through 8 in this Article being posted internally, the position shall be posted for an outside candidate.
10. Non-bargaining unit candidates will only be considered after all qualified and certified bargaining unit members that applied for the vacancy have been considered.

A building level team composed of voluntary representatives of the building teaching staff may serve as an advisory committee to the building principal during the interview process, and recommend at least two (2) finalists (whenever possible) to the building principal for each vacancy. The building principal shall recommend a finalist to the Personnel

Department for employment. The building level team shall give consideration to related instructional experiences, length of service, degree, certification and endorsements, applicable educational course work and workshops and any other relevant qualifications deemed significant by the team.

11. All non-posted vacancies will be filled with a fully contracted teacher unless the vacancy occurs or a bargaining unit position is created after the fourth Wednesday of a new school year, in which case the Board will determine whether to fill the vacancy with a temporary teacher.
 12. If the vacancy is filled with a temporary teacher, the position shall be posted as part of the annual postings for fully contracted teachers effective for the following school year.
- E. Involuntary transfers shall be minimized and avoided whenever possible and if requested, the Administrator shall state in writing the reasons for the involuntary transfer. Involuntary transfers shall not occur for the upcoming school year after the last teacher day absent extenuating circumstances.
 - F. Any teacher who elects to fill a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
 - G. When the interpretation of language within this article does not clearly delineate one definitive procedure for the displacement of a bargaining unit member, and/or the posting and/or filling of a bargaining unit position, the procedure shall be determined in consultation with the Professional Governance Council.

ARTICLE 11: LEAVES OF ABSENCE

A. FMLA

The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period, for one or more of the following as defined by the Family and Medical Leave Act of 1993, as amended (FMLA):

- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- Because of “any qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
- In order to care for the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period.

The 12-month period is defined as the 12-month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specified to each individual staff member).

For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.

Leaves of absence, up to a maximum of twelve work weeks as provided by the FMLA, WITHOUT PAY will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son or daughter, or parent.

Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve work weeks.

During this twelve work week absence, the employee will be entitled to Board paid Insurance protection. "Parent" means the biological parent or an individual who stood in loco parentis to an employee. The term "son or daughter" is defined as biological, adopted, or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis.

"Serious health condition" means an injury, illness, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this Article will conform to the statutory requirements provided under the Federal FMLA.

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 father, mother, spouse, son or daughter, brother, sister, or dependent of immediate household. Accumulated sick leave may be used for absences requiring a medical leave for serious health conditions of a spouse, a son or a daughter, or a 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 school system 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 final check.

- 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 days and two 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 discretion of the Board of Education.

Those accumulated sick leave days beyond 120 days may only be utilized in cases of 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 physicians statements to document the days absent for a serious health condition.

Individual employees will be notified annually of the number of days accumulated in excess of 120 days. 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 regular salary for a maximum of sixty (60) days with no subtraction of sick leave, thereafter, sick leave shall be subtracted.
- I. The Board of Education may request evidence in the form of a doctor'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 the term of this agreement.

2. Personal Leave Days

Two Personal Leave Days per year are a privilege and as such are subject to the ethical standards of the teaching profession. The parties agree that 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. Personal leave is further defined as emergency situations of a medical, legal, family, or business nature not covered under other sections of the contract. A teacher taking a personal leave day shall file a notice of his intent to take such day with his principal or other immediate supervisor at least three (3) days prior to the date of such leave (except in case of emergency).

In addition, 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 days or the last three 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 his designee, personal leave days may be canceled if the number of request for any one day jeopardizes the orderly conduct of the instructional program.

3. Personal Leave Day Bank

A personal leave day bank will be created for each bargaining unit member 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 prior to 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 regarding 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 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.

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. The Board agrees to pay the difference between the teacher's per diem rate and the remuneration received because of such appearance.

6. Exchange Teaching

The Board of Education 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 such country agrees to 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 Section II, Article V, of the Tenure Act for up to one year. Additional leaves may be granted at the discretion of the board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, depending upon whether he is able to perform his former duties and depending upon the availability of the position.
 - A. Leave for illness of long duration will be granted upon 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 former position, the board of education may require such person to submit to an examination by a physician

designated by the Owosso Board of Education. Such requested examination expense shall be paid by the Board of Education.

- C. A notice of intent to return must be given at least ninety (90) days prior to expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic. He shall be notified fifteen (15) days in advance of the ninety (90) day period regarding this policy. Upon acceptance of his application for return to position, said teacher shall be assigned to the same position or to one for which he is qualified. Should there be no such vacancy existing at the time of the indicated return to service, he will be offered the position for which he is 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 year.
 - b. Study to meet eligibility requirements for a license other than that held by the teacher granted for one 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 of schools, 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, son or daughter, or parent beyond the twelve work weeks as provided by the FMLA may be granted for remainder of semester and may be extended for another semester.
 3. Leave of absence will be granted up to two 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 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 to be received by the Board of Education by June 1, prior to the leave.

5. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States.

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

6. The Board of Education 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 prior to 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 of Education sixty (60) calendar days prior to the expiration of the term of office.
7. A teacher who leaves the Owosso system 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 Section B. 1. applicable under Section 2, Article V 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 of Schools, a leave of absence at least thirty (30) days prior to 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 prior to 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 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 work weeks in any twelve month period.
5. For child care leave or adoptive leave the employer 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 or less weeks prior to 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 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 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 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 weeks provided above or the twelve 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 of 1996, as amended, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one year, provided the program is acceptable to the Board, and provided further the teacher must serve two 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 restored to his former position or to a position of like nature, seniority and status. 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.

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

ARTICLE 12: RETIREMENT/RESIGNATION LEAVE

- A. Payment of ten dollars (\$10) for each day of accumulated sick leave up to a maximum of 100 days.
- B. It is further agreed that 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 beneficiary as stipulated for group life insurance provided in Article 13.
- C. To be eligible for a termination notice incentive, an employee must:
 - 1. Be an employee with Owosso Public Schools with at least five years of service in this school district.
 - 2. Be actively employed by, or on an approved absence from, Owosso Public Schools and cannot be on layoff.
 - 3. The employee must 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 the employee intends to resign.
- D. In consideration of the Employee's resignation, the Owosso Public Schools shall provide an incentive payment under this provision equal to 1.5% of the MA/BA+35 11th step of the current year salary schedule as a lump-sum amount by the end of March of the year the employee resigns.

ARTICLE 13: INSURANCE PROTECTION

- A. The Board shall provide without cost to the bargaining unit member MESSA-PAK for a full twelve (12) month period for the bargaining unit member and his/her dependents. The Employer shall sign an Employer participation agreement. The Association will review the composition of the Plan A and Plan B paks each year and the Professional Governance Council will review the changes before implementation. Insurance coverage will remain MESSA Choices II for the duration of this agreement. An insurance committee will be formed through PGC to review potential alternatives for health insurance for subsequent years. Bargaining unit members will pay monthly copays of \$40 for full families (3 or more), \$30 for two person coverage, and \$20 for single person coverage.

PLAN A: For employees needing health insurance MESSA Choices II

| | |
|----------------------|---|
| Long Term Disability | 60% \$5,000 maximum 90 calendar days - modified fill Freeze on 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 needing health insurance

| | |
|----------------------|---|
| Long Term Disability | 66.7% |
| | \$5,000 maximum |
| | 90 calendar days - modified fill |
| | Freeze on 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 members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B plus receive eighty (80%) percent of the MESSA Choices II single subscriber amount less the employers amount for FICA and less the single person subscriber copay of \$20 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.

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 is not covered elsewhere by a health care protection plan equivalent to MESSA Choices II.

- B. In the event that 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-month period commencing September 1 and ending August 31. When necessary, premiums in 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 14: TEACHER EVALUATION

- A. All teachers will be evaluated with the Owosso Public Schools teacher evaluation instrument. A copy of the Owosso Public Schools Teacher Evaluation Instrument will be provided to all new teachers and any teachers requesting a copy.

Prior to the initiation of the evaluation process, teachers will be provided with appropriate information about the teacher evaluation model. The principal will meet with each teacher to discuss the evaluation process, procedures, instrument, and performance indicators.

All observations will be separated by a minimum of 60 days unless there is a mutual agreement to a shorter interval. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

Each classroom observation must be followed by a written feedback and a discussion session shall generally be held not later than 48 hours (two (2) working days) but not more than five (5) work days following the observation.

Teachers may attach a written rebuttal to an evaluation within ten (10) working days of receipt of the evaluation.

All probationary teachers will undergo a performance evaluation in each of the first four (4) years.

No later than sixty (60) days prior to the end of the fiscal year (June 30), or the anniversary date of hire each probationary teacher will undergo an annual year-end performance evaluation. The evaluation must be based on at least three (3) classroom observations and include an assessment of the probationary teacher's progress in addressing the activities outlined in his/her annual Individualized Employee Development Plan.

All tenured teachers will undergo a performance evaluation once every three (3) years, to be completed by May 15 of the evaluation year.

The evaluation must be based on at least two (2) classroom observations.

During the year an evaluation is conducted, teachers should schedule a review of their personnel file located in the administration building.

- B. Teacher evaluation criteria specifications which are a part of the Owosso Public Schools teacher evaluation instrument will not be changed without the agreement of the Owosso Education Association.

Beginning with the 2001-2002 school year, the OEA and District endorse the Pathwise mentoring/evaluation program based upon the Frameworks for Teaching. There will be a three-year implementation process for probationary teachers starting in the year 2001-2002.

- C. Principals will be provided with training and support in the use of the teacher evaluation model prior to its implementation.
- D. 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.
- E. 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 24 hours of the request being filed with the superintendent or his/her designee.
- F. The administration will inform any teacher that he/she will have the right to association representation before any meeting that may result in discipline. Upon request, a teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. In the matter of contract renewal, Article II of the Tenure Act shall apply to probationary teachers.
- H. Teachers will not be disciplined for improper student computer access which is unrelated to the teacher's negligence.
- I. The District reserves the right to take corrective action, and provide documented assistance for a teacher at times outside of the evaluation process. If an Administrator recognizes an ongoing deficiency(s) in a teacher's performance in a year outside of the evaluation cycle, the teacher and the Association will be notified in writing within three (3) days. The area(s) of deficiency must be documented by the Administrator and progressive interventions to correct the deficiency(s) will be followed. Such interventions will include placing the teacher with a mentor (step 1) for a minimum of two semesters and based on the identified deficiency(s) independent written evaluations must be conducted by the Administrator and an Administrator of the Association's choice on at least four (4) occasions each separated by a minimum of thirty (30) days. These independent evaluations will occur concurrently. If, at the end of the mentoring period, the teacher has not corrected the identified deficiency(s), such teacher may be placed on an I.D.P. which shall only address area(s) of the documented deficiency.
- J. Any role or relationship a bargaining unit member serves to the district outside the provisions of the collective bargaining agreement shall not impact the member's evaluation under the terms of this article.

ARTICLE 15: PROTECTION OF TEACHERS

(As Related to School Activities)

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classrooms. Whenever it appears that a particular pupil 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 school principal. The school undertakes to secure such attention as soon as possible.

- B. Any case of assault upon 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 rights and obligations with respect to such 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 necessary assistance to the teacher in his defense 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 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 upon the teacher's professional standards or conduct shall be promptly called to the teacher's attention by the administration.
- G. **Pupil Protection Laws**
 - 1. Both parties mutually agree that 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, to 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. When written approval is required the Superintendent and the Board of Education will provide such approval to the State Superintendent of Schools as prescribed by Public Acts 121-139.
 - 4. Employees with misdemeanor convictions shall be held harmless.
 - 5. 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.
 - 6. In the event that fingerprinting and background checks become mandatory for current employees during the duration of this contract, the district will consult with the Association through PGC.

ARTICLE 16: 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 written agreement may be processed as a grievance as hereinafter provided 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 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. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- B. The Association shall designate one representative per building and one representative of the Association to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein 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 as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall contain the date of the alleged violation.
 5. It shall cite the section or subsections of this contract alleged to have been violated.
 6. It shall specify the relief requested.
- E. **LEVEL ONE** - A teacher believing himself wronged by an alleged violation as described in Section A. 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 18 (a)(5).

LEVEL TWO - A copy of the written grievance shall be filed with the Superintendent or designated agent 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 designated agent shall arrange a meeting with the grievant to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall render a decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, 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 drawing up the agenda for the Board's Grievance Committee meeting not less than ten (10) days prior to 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. This committee 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 or more of its members to hold future hearings therein 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 shall be forwarded to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made, the grievance may be submitted to arbitration before an impartial arbitrator within forty (40) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he 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. Both parties agree to be bound by the award of the arbitrator.

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 prior to 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 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 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 prior to the date on which the grievance is filed. In case 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.

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: OEA
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 hereby authorize the representative or 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 | | | Date: |

| | | |
|--------------------------------------|--|--|
| than one grievant): | | |
| Superintendent's Disposition: | | |
| | | |
| Date: | | |
| Association Disposition: | | |
| | | |
| Signature of Superintendent | | |
| Date: | <input type="checkbox"/> Satisfactory | <input type="checkbox"/> Unsatisfactory |

ARTICLE 17: CURRICULUM STUDIES – SCHOOL IMPROVEMENT

The parties recognize that 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 recognize they share a mutual responsibility for achieving the optimum in teacher performance and attitudes.

Without the consultation of the Association, the Board shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that has an adverse impact on any bargaining unit member.

- A. The Owosso Public Schools document *District of Excellence 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 the representatives of the OEA.
- C. Any modification or variation of the Master Agreement must have written approval of the Association and the Board of Education prior to 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 18: 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 members of the administration and four 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 utilized whenever possible. Meetings will be scheduled during the working day.
 3. Both parties will collaborate to establish an agenda seven (7) days prior to 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 member 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 contract and expire with the contract. 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 master contract. If there is no agreement the parties will bargain the issue. The parties agree to exchange all former letters of understanding, memos of agreement, and grievance settlements. The exchange of information will occur by an agreed upon 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 prior to 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 or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that 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 negotiations or 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 machinery of the Michigan Employment Relations Commission.

ARTICLE 19: MISCELLANEOUS PROVISIONS

- A. The Board attempts to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number and/or internet web site they may utilize 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 of Schools, their current correct address and telephone number. During the school year, the teacher should make every effort to notify the building principal also when there are changes in his address or telephone number.

The teacher reporting unavailability for work shall leave the telephone number and house 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 shall be contrary to or inconsistent with its terms. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall 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.

ARTICLE 20: REDUCTION OF PERSONNEL AND REHIRING PROCEDURES

- A. No teacher shall be discharged or laid off prior to a necessary reduction in personnel due to a reduction in revenue or a reduction of students. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.
- B. In the event of a reduction of personnel, a statement of anticipated personnel changes will be delivered to the Association President as soon as the Superintendent or his designee has such information.
- C. The term seniority, as hereinafter used, shall be as is defined in Article 1 Section H.

Leaves of absence shall not constitute an interruption in continuous service but seniority shall not continue to accumulate during a Board approved unpaid leave of absence or when a teacher is on layoff. Credit given for outside teaching experience in another school district shall not be considered for the purpose of accumulating seniority. Seniority shall accumulate the same for part-time teachers as for full-time teachers.

- D. The order of reduction shall be:
 - 1. Temporary teachers.
 - 2. Probationary teachers according to qualifications and certification.
 - 3. Tenure teachers shall be laid off only after all probationary teachers have been laid off, except where there is no tenure teacher certified and qualified to teach in an established position held by a certified probationary teacher. Such layoff will be according to qualification, certification and seniority.
- E. The order of recall shall be:
 - 1. Assignment to available positions will be made on the basis of tenure status (as a classroom teacher or in a non-classroom assignment), certification (including required endorsements), qualification, and seniority. Tenure status shall prevail over non-tenure status. Greater seniority shall prevail over less seniority among tenured teachers who are certified and qualified for the position.
 - 2. Qualification shall be determined as follows, except for one period per day which may be assigned by the administration without compliance with these requirements:
 - a. For any kindergarten through 6th grade assignment in art, vocal music, instrumental music, special education, or physical education the teacher must have an endorsement or certification in the specialty area.
 - b. For any assignment in grades 7 and 8 the teacher must have, before initial placement in the subject, one of the following:

- (1) Qualifications as specified under Article 7, Section A. Middle School.
 - (2) Has had prior successful teaching experience in the subject in the Owosso Public Schools for at least two years within the last five years.
- c. For any 9-12 grade position, the teacher must meet qualification as specified in Article 7, Teacher Qualifications.
- F. In the event 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 prorated 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 semester or more of the school year.
- G. Recall will be initiated upon resolution of any situations which may have precipitated the necessary reduction in personnel. Teachers shall be recalled to employment in inverse order of layoff for any position for which the teacher is certified and qualified.
- H. Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail with return receipt requested, to the teacher's last known address as maintained in the Superintendent's Office.

Teachers who fail to respond to the notification of recall within six (6) days following receipt of notice and/or who fail to report for teaching duties within an additional six (6) days shall be considered a voluntary quit, as resigned, unless granted a time extension by the Board. (Days shall be defined as postal days.) Any teacher who resigns shall forfeit eligibility for recall.

It shall be the responsibility of each teacher to notify the Personnel Office of any change in address.

- I. Probationary teachers shall be entitled to recall for a period not to exceed two (2) years from the effective date of layoff. Thereafter, a probationary teacher shall automatically lose his/her right to recall.

Tenured teachers shall have a right of recall consistent with the Teacher Tenure Act for three years.

- J. The Board of Education reserves the entire right to determine the order of layoff and recall in cases of equal employee certification, qualification and seniority.
- K. Implementation of this article will conform with the Michigan Teacher's Tenure Act, including recognition of any tenure rights in a non-classroom assignment which may exist.
- L. Teachers shall inform the Superintendent, in writing, of any contemplated changes in certification or qualifications by April 1 of each year. Changes in a teacher's certification or qualifications which cannot be substantiated by August 1 shall not entitle the teacher to be assigned to a position for which the teacher becomes newly

certified or qualified. A teacher who becomes newly certified or qualified while on layoff status will be eligible for recall to a vacancy, but will not be permitted to displace a currently employed teacher regardless of seniority.

- M. During the school year the Board shall have no obligation to reassign or transfer employees in order to make positions available for which tenure teachers or teachers with greater seniority would be certified and qualified, but may do so in its discretion. The Board shall have no obligation to create part-time positions.
- N. A laid-off teacher who is employed as a substitute shall be paid at the substitute teacher rate.
- O. A teacher who is laid-off effective any time after the last working day of a school year but prior to 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 50% of his/her unemployment compensation.
- P. Teachers who are recalled during the contract year shall be given a prorated salary schedule and seniority credit for the year if employed for one semester or more of the school year.

ARTICLE 21: MENTOR TEACHERS

As state law mandates a Mentor Teacher 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 Owosso Board of Education and the Owosso Education Association agree to 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. Beginning with the 2001-2002 Master Agreement, a 40-hour professional training course in the Pathwise mentoring program is required for a teacher to be qualified to mentor. A stipend of the substitute teacher rate/day (currently \$70/day for 5 days = \$350) will be paid teachers for the required Pathwise 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 administration representatives and two Owosso Education Association members. The superintendent or assistant superintendent 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.
- D. In the selection process the following guidelines will be applicable:

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 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

The Professional Governance Council may be convened to consider any deviations from the general criteria for selection.

E. Regarding 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 principal or the Selection Committee decides it is in the best interests of the parties.
3. Mentor Teachers will have no involvement in the evaluation process and 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. Pathwise requires observations of the teacher being mentored by the mentor and observations of the mentor by the teacher being mentored. Suggested standards for release time following the Pathwise program will be determine by the Professional Governance Council
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 Pathwise program. The Professional Governance Council will determine any modification of programmed activities.
- F. The Pathwise 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 Pathwise mentoring 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. Is responsible for the Pathwise materials inventory,
 - 6. Is responsible for ordering Pathwise materials,
 - 7. Is Owosso Public Schools' liaison to the Michigan Education Association and Education Testing Service regarding Pathwise, and
 - 8. Is the RESD contact for SB-CEU forms for mentors.

ARTICLE 22: DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 2008, and shall continue in effect 36 months, until the 30th day of June, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Owosso Board of Education

Owosso Education Association

By _____
Gregory Cobb, President

By _____
James L. Fournier, President

By _____
Pam Coe, Secretary

By _____
John Somers, 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:** _____

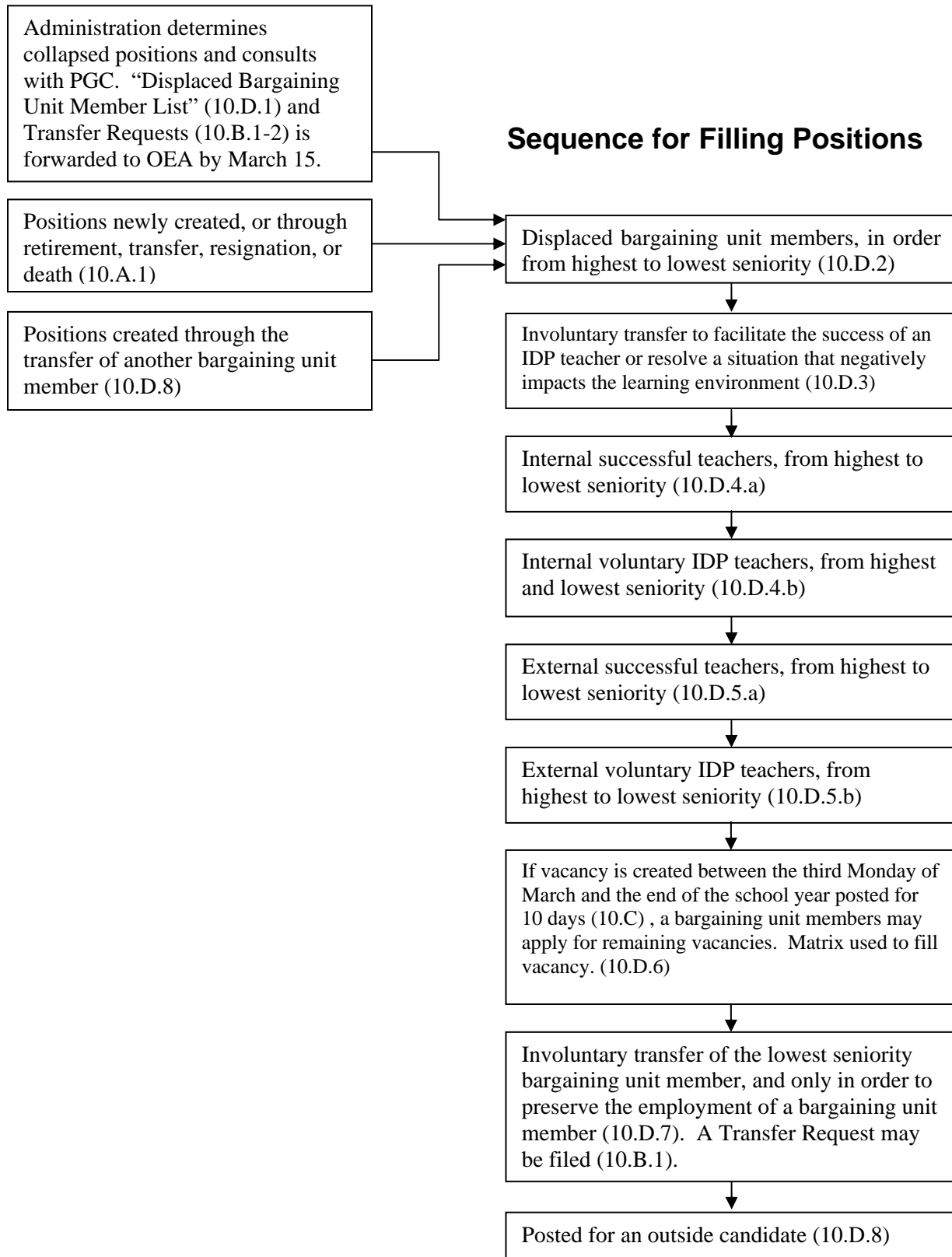
OUTSIDE TEACHING EXPERIENCES: _____

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 A2- FLOWCHART FOR FILLING VACANCIES

All vacancies will be filled using the procedure outlined below. See Article 10 for a more detailed description of the process.



APPENDIX A3 – TRANSFER MATRIX

OWOSSO SCHOOL DISTRICT/OWOSSO EDUCATION ASSOCIATION TEACHER TRANSFER APPLICANT SCREENING GRID

| | |
|--------------------------|--------------|
| Applicant's Name: | Date: |
| Degree Status: | |

Rating Scale:

5 = Outstanding 4 = Above Average 3 = Average/Good 2 = Below Average 1 = Unsatisfactory

| Variables | Rating 1-5 | x | Weighting | = |
|---|-------------------|----------|------------------|----------|
| Certification/Qualification | | 1 | | |
| Teaching Experience-Owosso | | 3 | | |
| Teaching Experience-Elsewhere (K-12 Public or Private) | | 1 | | |
| Honors/Recognition | | 1 | | |
| Interview | | 1 | | |
| Teacher Evaluation | | 1 | | |
| | Total | | | |

Comments:

Screener:

Years of Teaching Experience

- 1 – 4 = 1
- 5 – 9 = 2
- 10 – 14 = 3
- 15 – 19 = 4
- 20 + = 5

TEACHER TRANSFER APPLICANT SCREENING GRID

RATING SCALE GUIDELINES

1. Certification/Qualification

- 5 Complementary Majors/Minors; wide certification areas; double certification, certification specific to the vacant position
- 3 Major and Minor and one level of certification
- 1 Either a Major or Minor, which would not directly relate to the vacant position

2. Teaching Experience

- 5 Twenty or more years of teaching experience in Owosso
- 4 Fifteen to nineteen years of teaching experience in Owosso
- 3 Ten to fourteen years of teaching experience in Owosso
- 2 Five to nine years of teaching experience in Owosso
- 1 One to four years of teaching experience in Owosso

3. Teaching Experience Elsewhere

Teaching Experience Elsewhere is K-12 Public or Private School Experience using the same numerical value as teaching experience in Owosso

4. Honors/Recognition

- 5 Several Education Recognition Awards (State, County, District, University, Building, Community) Community Honors/Leadership Cited
- 3 At Least Academic, Honors or Leadership Positions Cited
- 1 At Least One Academic, Honors, or Leadership Positions Cited
- 0 No Awards, Honors, Recognition, Or Leadership Positions Cited

5. Interview

- 5 Is a child-centered, enthusiastic, professional educator who is committed to making a difference for students in the vacant position
- 3 Is a professional educator who is qualified for the vacant position
- 1 Is a professional educator who does not meet the expectations of the building interview committee for the vacant position

6. Teacher Evaluation

- 5 Evaluation is outstanding in every area of performance; individual is considered a "Master Teacher"
- 4 Evaluation is outstanding in every area of performance
- 3 Evaluation is outstanding in some areas of performance
- 2 Evaluation is satisfactory in all areas of performance
- 1 Evaluation is satisfactory in most areas of performance

APPENDIX B:

**SCHOOL CALENDARS
2008-2009 School Calendar**

| | Instructional Days Days | Noninstructional Days | Professional Development Days |
|---|----------------------------|--------------------------|-------------------------------------|
| August | 0 | 1 | 3 |
| 25 Teacher Work Day | | | |
| 26,27,28 Professional Development | | | |
| 29-31 Labor Day Recess | | | |
| September | 21 | 0 | 0 |
| 1 Labor Day Recess | | | |
| 2 First Full Day (all students) | | | |
| October | 23 | 0 | 0 |
| 31 End of Marking Period | | | |
| November | 16 | 1 | 0 |
| 4 No School – Records Day | | | |
| 6 ½ day School: PT Conf for all | | | |
| 26 No School – Comp Day | | | |
| 27, 28 No School: Thanksgiving Recess | | | |
| December | 15 | 0 | 0 |
| 22-31 No School: Winter Recess begins | | | |
| January | 10 | 1 | 0 |
| 5 School Resumes | | | |
| 16 Last Day of First Semester | | | |
| 19 No School: MLK Day* Teacher Records Day | | | |
| First Semester Totals | 85 | 3 | 3 |
| January | 9 | 0 | 0 |
| 20 Second Semester Begins | | | |
| February | 18 | 0 | 0 |
| 13-16 No School: Presidents Day Recess | | | |
| March | 22 | 0 | 0 |
| 20 End of Marking Period | | | |
| April | 16 | 0 | 1 |
| 3 ½ day School: ½ Comp Day | | | |
| 6-10 No School: Spring Recess | | | |
| 13 School Resumes | | | |
| 24 No School: PD Day | | | |
| May | 19 | 0 | 0 |
| 22 No School: Comp Day | | | |
| 25 No School: Memorial Day | | | |
| June | 3 | 1 | 0 |
| 3 Half Day School: Last Day for Students | | | |
| 4 Records Day | | | |
| Second Semester Totals | 87 | 1 | 1 |
| | 172 | 4 | 4 |

End of Marking Periods: October 31, January 16, March 20, June 3

Grades Due: All Marking period Grade Reports for Grades K-12 and Mid-Marking period progress reports for grades 7-12 are due at 8:00 a.m. of the third business day following the end of the marking period or mid-marking period progress reporting period.

| | | |
|-----------------------------|----------------|---|
| Parent/Teacher Conferences: | Elementary: | November 5 th (evening 5 p.m. – 8 p.m.) |
| | | November 6 th (afternoon 12:45 pm.-3:45 pm. & evening 5 pm – 8pm) |
| | | February 25 th (evening 5 pm. -8 pm.) |
| | High School: | February 26 th (afternoon 12:45 pm-3:45 pm.) & evening 5 pm. -8 pm.) |
| | | November 5 th (evening 6 pm -9 pm) |
| | | November 6 th (afternoon 12:45 pm-3:45 pm) (evening 6 pm.-9 p.m.) |
| | Middle School: | November 5 th (evening 5 p.m. – 8 p.m.) |
| | | November 6 th (afternoon 12:45 pm.-3:45 pm. & evening 5 pm – 8pm) |
| | | February 26 th (afternoon 12:45 pm-3:45 pm.) & evening 5 pm. -8 pm.) |

Secondary (7-12) Evening Professional Development - March 4th - 3:00 p.m. – 6 p.m.
*January 19th – MLK Day – Teacher attendance optional

Grade Level Meetings: The 4th Wednesday of the month, with the following exceptions:
August 27th in place of the December meeting
November 17th
February 18th

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

Open Houses:
OHS and LHS: To be determined
OMS To be determined
Elementary: To be determined

2009-2010 School Calendar

| | Instructional Days | Noninstructional Days | Professional Development Days |
|--|-----------------------|--------------------------|-------------------------------------|
| August | 0 | 1 | 0 |
| 31 Teacher Work Day | | | |
| September | 17 | 0 | 3 |
| 1,2,3 Professional Development | | | |
| 4-7 No School: Labor Day Recess | | | |
| 8 First full day (all students) | | | |
| October | 22 | 0 | 0 |
| 30 End of Marking Period | | | |
| November | 17 | 1 | 0 |
| 3 No School – Records Day | | | |
| 5 ½ day School: PT Conf for all | | | |
| 25 No School – Comp Day | | | |
| 26, 27 No School: Thanksgiving Recess | | | |
| December | | | |
| 21-31 No School: Winter Recess begins | 14 | 0 | 0 |
| January | 15 | 0 | 0 |
| 4 School Resumes | | | |
| 22 End of First Semester | | | |
| First Semester Totals | 85 | 2 | 3 |
| January | 4 | 1 | 0 |
| 25 No School: Records Day | | | |
| 26 Second Semester Begins | | | |
| February | 18 | 0 | 0 |
| 12-15 No School: Presidents Day Recess | | | |
| March | 23 | 0 | 0 |
| 26 End of Marking Period | | | |
| April | 15 | 0 | 1 |
| 1 ½ day School: ½ Comp Day | | | |
| 2 No School: Good Friday | | | |
| 5-9 No School: Spring Recess | | | |
| 12 School Resumes | | | |
| 23 No School: PD Day | | | |
| May | 19 | 0 | 0 |
| 28 No School: Comp Day | | | |
| 31 No School: Memorial Day | | | |
| June | 8 | 1 | 0 |
| 10 Half Day School: Last Day for Students | | | |
| 11 Records Day | | | |
| Second Semester Totals | 87 | 2 | 1 |
| | 172 | 4 | 4 |

End of Marking Periods: October 30, January 22, March 26, June 10

Grades Due: All Marking period Grade Reports for Grades K-12 and Mid-Marking period progress reports for grades 7-12 are due at 8:00 a.m. of the third business day following the end of the marking period or mid-marking period progress reporting period.

| | | |
|-----------------------------|----------------|--|
| Parent/Teacher Conferences: | Elementary: | November 4th (evening 5 p.m. – 8 p.m.) |
| | | November 5th (afternoon 12:45 pm.-3:45 pm. & evening 5 pm – 8pm) |
| | | March 3 rd (evening 5 pm. -8 pm.) |
| | | March 4 th (afternoon 12:45 pm-3:45 pm.) & evening 5 pm. -8 pm.) |
| | High School: | November 4 th (evening 6 pm -9 pm) |
| | | November 5th (afternoon 12:45 pm-3:45 pm) (evening 6 pm.-9 p.m.) |
| | Middle School: | November 4th (evening 5 p.m. – 8 p.m.) |
| | | November 5 th (afternoon 12:45 pm.-3:45 pm. & evening 5 pm – 8pm) |
| | | March 4 th (afternoon 12:45 pm-3:45 pm.) & evening 5 pm. -8 pm.) |

Secondary (7-12) Evening Professional Development - March 2nd - 3:00 p.m. – 6 p.m.

MLK Day January 18 – School in Session

Grade Level Meetings: The 4th Wednesday of the month, with the following exceptions:
September 7th in place of the December meeting
November 18th

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

Open Houses:

| | |
|--------------|------------------|
| OHS and LHS: | To be determined |
| OMS | To be determined |
| Elementary: | To be determined |

2010-2011 School Calendar

| | Instructional Days | Noninstructional Days | Professional Development Days |
|---|-----------------------|--------------------------|-------------------------------------|
| August | 0 | 1 | 1 |
| 30 Teacher Work Day | | | |
| 31 Professional Development | | | |
| September | 18 | 0 | 2 |
| 1,2 Professional Development | | | |
| 3-6 No School: Labor Day Recess | | | |
| 7 First full day (all students) | | | |
| October | 21 | 0 | 0 |
| 29 End of Marking Period | | | |
| November | 18 | 1 | 0 |
| 2 No School – Records Day | | | |
| 4 ½ day School: PT Conf for all | | | |
| 24 No School – Comp Day | | | |
| 25,26 No School: Thanksgiving Recess | | | |
| December | | | |
| 20-31 No School: Winter Recess begins | 13 | 0 | 0 |
| January | 15 | 0 | 0 |
| 3 School Resumes | | | |
| 21 End of First Semester | | | |
| First Semester Totals | 85 | 2 | 3 |
| January | 5 | 1 | 0 |
| 24 No School: Records Day | | | |
| 25 Second Semester Begins | | | |
| February | 18 | 0 | 0 |
| 18-21 No School: Presidents Day Recess | | | |
| March | 23 | 0 | 0 |
| 25 End of Marking Period | | | |
| April | 14 | 0 | 1 |
| 1 ½ day School: ½ Comp Day | | | |
| 4-8 No School: Spring Recess | | | |
| 11 School Resumes | | | |
| 22 No School: Good Friday | | | |
| 25 No School: Professional Dev. | | | |
| May | 20 | 0 | 0 |
| 27 No School: Comp Day | | | |
| 30 No School: Memorial Day | | | |
| June | 7 | 1 | 0 |
| 9 Half Day School: Last Day for Students | | | |
| 10 Records Day | | | |
| Second Semester Totals | 87 | 2 | 1 |
| | 172 | 4 | 4 |

End of Marking Periods: October 29, January 21, March 25, June 9

Grades Due: All Marking period Grade Reports for Grades K-12 and Mid-Marking period progress reports for grades 7-12 are due at 8:00 a.m. of the third business day following the end of the marking period or mid-marking period progress reporting period.

| | | | |
|-----------------------------|----------------|--------------------------|---|
| Parent/Teacher Conferences: | Elementary: | November 3 rd | (evening 5 p.m. – 8 p.m.) |
| | | November 4 th | (afternoon 12:45 pm.-3:45 pm. & evening 5 pm – 8pm) |
| | | March 2 nd | (evening 5 pm. -8 pm.) |
| | | March 3 rd | (afternoon 12:45 pm-3:45 pm.) & evening 5 pm. -8 pm.) |
| | High School: | November 3 rd | (evening 6 pm -9 pm) |
| | | November 4 th | (afternoon 12:45 pm-3:45 pm) (evening 6 pm.-9 p.m.) |
| | Middle School: | November 3 rd | (evening 5 p.m. – 8 p.m.) |
| | | November 4 th | (afternoon 12:45 pm.-3:45 pm. & evening 5 pm – 8pm) |
| | | March 3 rd | (afternoon 12:45 pm-3:45 pm.) & evening 5 pm. -8 pm.) |

Secondary (7-12) Evening Professional Development - March 1st - 3:00 p.m. – 6 p.m.

MLK Day January 17 – School in Session

Grade Level Meetings: The 4th Wednesday of the month, with the following exceptions:
September 1st in place of the December meeting
November 17th

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

Open Houses:

| | |
|--------------|------------------|
| OHS and LHS: | To be determined |
| OMS | To be determined |
| Elementary: | To be determined |

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 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

\$38,275

2008-2009

| LEVEL | STEP 1 | | STEP 2 | | STEP 3 | |
|-------|--------|----------|--------|----------|--------|----------|
| 1 | 13.80% | \$ 5,282 | 15.34% | \$ 5,871 | 16.87% | \$ 6,457 |
| 2 | 11.96% | \$ 4,578 | 13.29% | \$ 5,087 | 14.62% | \$ 5,596 |
| 3 | 9.24% | \$ 3,537 | 10.23% | \$ 3,916 | 11.22% | \$ 4,294 |
| 4 | 7.41% | \$ 2,836 | 8.23% | \$ 3,150 | 9.06% | \$ 3,468 |
| 5 | 5.93% | \$ 2,270 | 6.59% | \$ 2,522 | 7.24% | \$ 2,771 |
| 6 | 3.68% | \$ 1,409 | 4.09% | \$ 1,565 | 4.50% | \$ 1,722 |
| 7 | | | | | 3.00% | \$ 1,148 |
| 8 | | | | | 1.00% | \$ 383 |

\$38,868

2009-2010

| LEVEL | STEP 1 | | STEP 2 | | STEP 3 | |
|-------|--------|----------|--------|----------|--------|----------|
| 1 | 13.80% | \$ 5,364 | 15.34% | \$ 5,962 | 16.87% | \$ 6,557 |
| 2 | 11.96% | \$ 4,649 | 13.29% | \$ 5,166 | 14.62% | \$ 5,683 |
| 3 | 9.24% | \$ 3,591 | 10.23% | \$ 3,976 | 11.22% | \$ 4,361 |
| 4 | 7.41% | \$ 2,880 | 8.23% | \$ 3,199 | 9.06% | \$ 3,521 |
| 5 | 5.93% | \$ 2,305 | 6.59% | \$ 2,561 | 7.24% | \$ 2,814 |
| 6 | 3.68% | \$ 1,430 | 4.09% | \$ 1,590 | 4.50% | \$ 1,749 |
| 7 | | | | | 3.00% | \$ 1,166 |
| 8 | | | | | 1.00% | \$ 389 |

\$39,490

2010-2011

| LEVEL | STEP 1 | | STEP 2 | | STEP 3 | |
|-------|--------|----------|--------|----------|--------|----------|
| 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.

APPENDIX D: BA/MA/BA+35 Index 2008-2009

| Yearly Step | B.A. Index | Degree Salary | M.A./B.A. + 35 Index | Degree Salary |
|-------------|------------|-------------------|----------------------|-----------------|
| 1 | 1.00000 | \$ 38,275 | 1.06746 | \$ 40,857 |
| 2 | 1.05748 | \$ 40,475 | 1.13492 | \$ 43,439 |
| 3 | 1.11496 | \$ 42,675 | 1.20238 | \$ 46,021 |
| 4 | 1.17244 | \$ 44,875 | 1.26984 | \$ 48,603 |
| 5 | 1.22992 | \$ 47,075 | 1.33730 | \$ 51,185 |
| 6 | 1.28740 | \$ 49,275 | 1.40476 | \$ 53,767 |
| 7 | 1.34488 | \$ 51,475 | 1.47222 | \$ 56,349 |
| 8 | 1.40236 | \$ 53,675 | 1.53968 | \$ 58,931 |
| 9 | 1.45984 | \$ 55,875 | 1.60714 | \$ 61,513 |
| 10 | 1.51732 | \$ 58,075 | 1.67460 | \$ 64,095 |
| 11 | 1.65458 | \$ 63,329 | 1.83930 | \$ 70,399 |
| | | M.A. +15 | 0.010 | \$704 |
| | | Specialist | 0.023 | \$ 1,619 |
| | | Doctorate | 0.046 | \$ 3,238 |

| 2008-2009 | Index | BA Base \$ 38,275 MA/BA Max \$ 70,399 Amount |
|-------------------------------|-------|--|
| Resignation Incentive Payment | .0150 | \$ 1,056 |
| Longevity after 20 years | .0146 | \$ 559 |
| Longevity after 25 years | .0544 | \$ 2,082 |

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 prior to this agreement.

APPENDIX D: BA/MA/BA+35 Index 2009-2010

| Yearly Step | B.A. Index | Degree Salary | M.A./B.A. + 35 Index | Degree Salary |
|-------------|------------|-------------------|----------------------|-----------------|
| 1 | 1.00000 | \$ 38,868 | 1.06746 | \$ 41,490 |
| 2 | 1.05748 | \$ 41,102 | 1.13492 | \$ 44,112 |
| 3 | 1.11496 | \$ 43,336 | 1.20238 | \$ 46,734 |
| 4 | 1.17244 | \$ 45,570 | 1.26984 | \$ 49,356 |
| 5 | 1.22992 | \$ 47,805 | 1.33730 | \$ 51,978 |
| 6 | 1.28740 | \$ 50,039 | 1.40476 | \$ 54,600 |
| 7 | 1.34488 | \$ 52,273 | 1.47222 | \$ 57,222 |
| 8 | 1.40236 | \$ 54,507 | 1.53968 | \$ 59,844 |
| 9 | 1.45984 | \$ 56,741 | 1.60714 | \$ 62,466 |
| 10 | 1.51732 | \$ 58,975 | 1.67460 | \$ 65,088 |
| 11 | 1.65458 | \$ 64,310 | 1.83930 | \$ 71,490 |
| | | M.A. +15 | 0.010 | \$715 |
| | | Specialist | 0.023 | \$ 1,644 |
| | | Doctorate | 0.046 | \$ 3,289 |

| 2009-2010 | | BA Base \$ 38,868 MA/BA Max \$ 71,490 |
|-------------------------------|--------------|--|
| | Index | Amount |
| Resignation Incentive Payment | .0150 | \$ 1,072 |
| Longevity after 20 years | .0146 | \$ 567 |
| Longevity after 25 years | .0544 | \$ 2,114 |

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 prior to this agreement.

APPENDIX D: 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 |

| 2010-2011 | | BA Base \$39,490 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 prior to this agreement.

Hourly Paid Teachers

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

2008-2009

| Hourly Rates | | B.A. Base Salary |
|---|--------------|-------------------------------------|
| | <u>INDEX</u> | <u>\$38,275.00</u> <u>SALARY</u> |
| Extra duty class coverage for all teachers | 0.000466 | \$17.84 |
| Voluntary noon supervision | 0.000317 | \$12.13 |
| Drivers Education (K-12 enrolled students) | 0.000734 | \$28.09 |
| High School completion instructors | 0.000737 | \$28.21 |
| Summer school instructors | 0.000734 | \$28.09 |
| Extra-Curricular (School Sponsored) Activities: | | |
| Less than 2 hr. minimum rates | 0.000591 | \$22.62 |
| Hourly rate 2 hrs. and beyond | 0.000395 | \$15.12 |
| Ticket sellers | | |
| Ticket takers | | |
| Supervision of students | | |
| Public address announcer | | |
| Score board operator | | |
| Timekeeper | | |
| Chaperones on bus | | |
| Photographer | | |
| Scorer | | |
| IEPC Meetings | 0.000734 | \$28.09 |

Hourly Paid Teachers

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

2009-2010

| Hourly Rates | | B.A. Base Salary |
|---|--------------|-------------------------------------|
| | <u>INDEX</u> | <u>\$38,868.00</u> <u>SALARY</u> |
| Extra duty class coverage for all teachers | 0.000466 | \$18.11 |
| Voluntary noon supervision | 0.000317 | \$12.32 |
| Drivers Education (K-12 enrolled students) | 0.000734 | \$28.53 |
| High School completion instructors | 0.000737 | \$28.65 |
| Summer school instructors | 0.000734 | \$28.53 |
| Extra-Curricular (School Sponsored) Activities: | | |
| Less than 2 hr. minimum rates | 0.000591 | \$22.97 |
| Hourly rate 2 hrs. and beyond | 0.000395 | \$15.35 |
| Ticket sellers | | |
| Ticket takers | | |
| Supervision of students | | |
| Public address announcer | | |
| Score board operator | | |
| Timekeeper | | |
| Chaperones on bus | | |
| Photographer | | |
| Scorer | | |
| IEPC Meetings | 0.000734 | \$28.53 |

Hourly Paid Teachers

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

2010-2011

| Hourly Rates | <u>INDEX</u> | B.A. Base Salary \$39,490 <u>SALARY</u> |
|---|---------------------|--|
| Extra duty class coverage for all teachers | 0.000466 | \$18.40 |
| Voluntary noon supervision | 0.000317 | \$12.52 |
| Drivers Education (K-12 enrolled students) | 0.000734 | \$28.99 |
| High School completion instructors | 0.000737 | \$29.10 |
| Summer school instructors | 0.000734 | \$28.99 |
| Extra-Curricular (School Sponsored) Activities: | | |
| Less than 2 hr. minimum rates | 0.000591 | \$23.34 |
| Hourly rate 2 hrs. and beyond | 0.000395 | \$15.60 |
| Ticket sellers | | |
| Ticket takers | | |
| Supervision of students | | |
| Public address announcer | | |
| Score board operator | | |
| Timekeeper | | |
| Chaperones on bus | | |
| Photographer | | |
| Scorer | | |
| IEPC Meetings | 0.000734 | \$28.99 |

Department Heads:

Department Heads who direct (including themselves):

2008-2009

| High School: | BA Base | | \$38,275 |
|-----------------------|----------------|--|-----------------|
| 1 & 2 teachers | 0.008985 | | \$344 |
| 3-6 teachers plus Art | 0.02697 | | \$1,032 |
| 7 or more teachers | 0.044955 | | \$1,721 |

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 | | \$344 |
| 3-6 teachers plus Art | 0.02697 | | \$1,032 |
| 7 or more teachers | 0.044955 | | \$1,721 |

Elementary School:

K-6 Grade Level Chairperson & Special Ed Team Leader

Elementary School

| | | | |
|-----------------------------|----------|--|---------|
| K-6 Grade Level Chairperson | 0.044955 | | \$1,721 |
| Special Ed Team Leader | 0.044955 | | \$1,721 |

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 Pathwise 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 Pathwise 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 Pathwise Mentor Coordinator(s) are the responsibility of the Administration.

Department Heads:

Department Heads who direct (including themselves):

2009-2010

| High School: | BA Base | | \$38,868 |
|-----------------------|----------------|--|-----------------|
| 1 & 2 teachers | 0.008985 | | \$349 |
| 3-6 teachers plus Art | 0.02697 | | \$1,048 |
| 7 or more teachers | 0.044955 | | \$1,747 |

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 | | \$349 |
| 3-6 teachers plus Art | 0.02697 | | \$1,048 |
| 7 or more teachers | 0.044955 | | \$1,747 |

Elementary School:

K-6 Grade Level Chairperson & Special Ed Team Leader

Elementary School

| | | | |
|-----------------------------|----------|--|---------|
| K-6 Grade Level Chairperson | 0.044955 | | \$1,747 |
| Special Ed Team Leader | 0.044955 | | \$1,747 |

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 Pathwise 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 Pathwise 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 Pathwise Mentor Coordinator(s) are the responsibility of the Administration.

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:

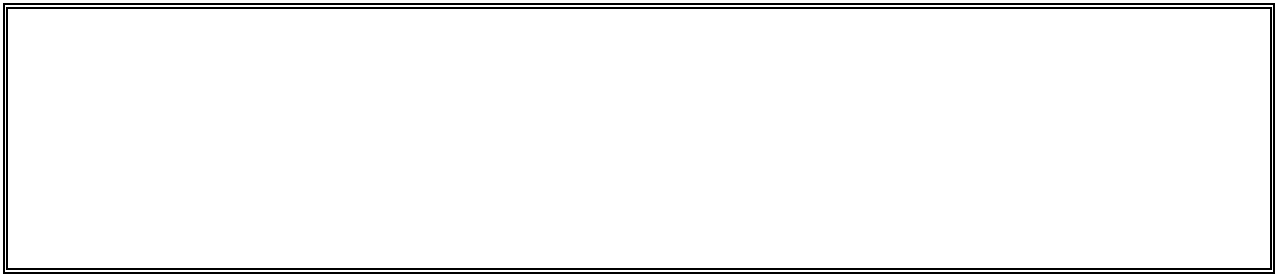
K-6 Grade Level Chairperson & Special Ed Team Leader

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 Pathwise 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 Pathwise 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 Pathwise Mentor Coordinator(s) are the responsibility of the Administration.

It is the policy of Owosso Public School District that no person shall on the basis of gender, race, color, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination, in employment or any of its programs or activities.



MASTER AGREEMENT

BETWEEN THE

**OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION**

AND THE

**OWOSSO EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA/NEA**

July 1, 2008 to June 30, 2011

Table of Contents

| | |
|---|----|
| PREAMBLE Purpose and Intent | 2 |
| ARTICLE 1 Recognition: Employees Covered..... | 3 |
| ARTICLE 2 Management Rights | 3 |
| ARTICLE 3 Union Security | 4 |
| ARTICLE 4 Union Representation..... | 7 |
| ARTICLE 5 Safety Committee | 7 |
| ARTICLE 6 Suspension and Discharge | 8 |
| ARTICLE 7 Grievance Procedures | 9 |
| ARTICLE 8 No Strike Clause | 10 |
| ARTICLE 9 Seniority Defined..... | 11 |
| ARTICLE 10 Temporary Employees | 11 |
| ARTICLE 11 Loss of Seniority | 12 |
| ARTICLE 12 Working Hours | 12 |
| ARTICLE 13 Job Vacancies | 13 |
| ARTICLE 14 Transfers | 14 |
| ARTICLE 15 Layoff and Recall..... | 15 |
| ARTICLE 16 Leave of Absence..... | 17 |
| ARTICLE 17 Union Bulletin Boards | 22 |
| ARTICLE 18 Jury Duty | 22 |
| ARTICLE 19 Holidays..... | 22 |
| ARTICLE 20 VACATIONS | 24 |
| ARTICLE 21 Insurance and Retirement | 25 |
| ARTICLE 22 Overtime/Additional Hours | 28 |
| ARTICLE 23 Worker’s Compensation | 30 |
| ARTICLE 24 Miscellaneous Provisions..... | 30 |
| ARTICLE 25 Bus Driver Provisions..... | 32 |
| A. Job Posting and Bidding..... | 32 |
| ARTICLE 26 School Closings | 35 |
| ARTICLE 27 Duration | 37 |

| | |
|--------------------|----|
| APPENDIX A | 38 |
| APPENDIX A-1 | 39 |
| APPENDIX B..... | 40 |
| APPENDIX A | 41 |
| APPENDIX A-1 | 42 |
| APPENDIX B..... | 43 |
| APPENDIX A | 44 |
| APPENDIX A-1 | 45 |
| APPENDIX B..... | 46 |

MASTER AGREEMENT
between the
BOARD OF EDUCATION
of the
OWOSSO PUBLIC SCHOOLS
and the
OWOSSO EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA/NEA

This Agreement entered into on July 1, 2008 between the Owosso Public Schools (hereinafter referred to as the “Employer”) and the Owosso Education Support Personnel Association MEA/NEA (hereinafter referred to as the “Union”).

PREAMBLE Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 Recognition: Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 369 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in this bargaining unit described below:

All custodians, general maintenance, skilled trade maintenance employees, food service full time and regularly employed part-time bus drivers and vehicle maintenance employees, full and regular part time aides, monitors and secretaries; but excluding executive secretaries, substitute bus drivers, emergency drivers, central office (including operations executive secretary) and clerical employees, temporary employees as defined in Article 10, all other employees and supervisors, including transportation supervisors as defined by the commission.

For the purpose of this Agreement, references to male shall include females. The term full-time employee shall mean an employee that is regularly scheduled to work eight (8) hours each day for the minimum of forty (40) hours each week.

The term part-time employee shall mean an employee that is regularly scheduled to work less than eight (8) hours each day or less than forty (40) hours each week.

ARTICLE 2 Management Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequences of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. manage and control the school's business, equipment, and operation; and to direct the working forces and affairs of the Employer.
2. assign and direct the work of all of its personnel; determine the hours of work and starting times and scheduling of all of the foregoing; establish, modify, or change any work or business hours or days; and to establish the terms and conditions of employment and its work force.
3. direct the working forces, including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees within their respective classifications; determine the size of the work force; subcontract; and to lay-off employees

4. determine the type of services, supplies, and equipment necessary to continue its operations; determine the means, methods, schedules, and standards of operation; determine the means, methods, and processes of carrying on the work, including automation thereof or changes therein; and determine the institution of new and/or improved methods of changes therein.
5. adopt reasonable rules and regulations.
6. determine the qualifications of employees, including physical qualifications and conditions; and to determine the policy with respect to drug and alcohol testing of bus drivers.
7. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
8. determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. determine the size of the management organization, its functions, authority, amount of supervision, and organization structure.
11. determine the policy affecting the selection, testing, or training of new employees, providing that such selection shall be based upon lawful criteria.
12. determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours; and to determine all bus routes.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3 Union Security

A. Agency Shop

It is specifically agreed that those employees who are not members of the Union at the time of initial ratification in 1994 of this Agreement by the Board are “grandfathered” and do not have to pay dues or a service fee as a condition of employment. All other employees covered by this Agreement at the time it becomes effective, shall select one of the following options:

1. Payment of the regular dues assessment in order to become a full dues-paying member in the Union.
2. Any member of the bargaining unit who is not a member of the Union or who does not make application for membership within thirty (30) days from the first day of active employment shall, in order to comply with this provision, pay a service fee to the Union in a legally permissible amount specified by the Union as previously determined by appropriate methods not to exceed the amount of dues uniformly required to be paid by members of the Union (including local, state and national dues); provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided elsewhere in this article. Employees who desire to make a lump sum cash payment of dues and/or fees must make such payment by October 15.
3. No bargaining unit member required to pay a service fee shall be required through the payment of such fee to contribute to the financial support of any ideological cause which he/she opposes. Therefore, the bargaining unit member may designate that his fee be contributed to the Union scholarship fund. Such member shall provide the Union in writing prior to October 15th of each year a statement setting forth the basis for his objection. The Union agrees to provide to bargaining unit members, upon request, a summary of the activities associated with the scholarship fund.
4. In the event that a bargaining unit member who is not a member of the Union shall not pay his service fee directly to the Union, or authorized payment through payroll deduction as herein provided, or make a lump sum cash payment by October 15, the Employer shall, at the request of the Union, notify the employee of his noncompliance with the provisions stated herein. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is cause for the Union to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual employee.

B. Dues Check Off

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period thirty (30) calendar days immediately prior to the expiration of this Agreement.
2. Dues will be authorized, levied, and certified in accordance with the Constitution and by-laws of the local union. Each employee and the Union hereby authorize the employer to rely upon the Union's authorization form and to honor certification by the Secretary-Treasurer of the local union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union Dues.

3. The Employer shall have no responsibilities for collection of any assessments or deductions other than those specifically set forth herein and voluntarily authorized by the employee as established by his having affixed his signature to the Union's authorization card for check off. The Board assumes no liability for the authenticity of execution of the authorization.

C. Service Fee Check Off

The employer agrees to deduct from the wages of any employee who is not a member of the Union the Union service fee as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given to the Employer during the period thirty (30) calendar days immediately preceding the expiration of this Agreement.

D. Remittance of Dues and Fees

1. Check off deductions under all properly executed Authorization for Check Off Forms shall be signed by the employee and shall be deducted over the scheduled nineteen (19) pays as reflected in the payroll system. If an employee becomes a part of the unit and obligated for dues after the commencement of the deduction periods, the appropriate dues will be prorated over the remaining payroll dates reflected in the nineteen (19) deduct schedule.
2. Deductions for any calendar month shall be remitted to a designated financial officer of the Union, with a list from whom dues have been deducted, within seven (7) days from the deductions day of the month or as soon as possible thereafter. A list of employees for whom deductions have been made shall also be provided to the Unit President.
3. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the name of such employee following the end of each month in which the termination took place.
4. All funds claimed for dues of the Union under such dues authorization shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claim of excessive dues deductions.

E. Save Harmless

The union agrees to indemnify and save harmless the Employer, its agents and each individual school Board member against any and all claims, demands, costs, suits, or other forms of liability, including pay back, attorney fees, and all court or administrative agency costs and unemployment compensation costs that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Agreement.

Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security provisions of this article shall immediately be considered inoperative and severed from this Agreement. If any court of competent jurisdiction or administrative agency holds that this article and/or its concept is (are) invalid, illegal, or unconstitutional, or that it violated any federal or state law, or that it is in conflict with any federal or state law; or if the Legislature enacts a law forbidding such article and/or its concept, or any part thereof, this article shall be null and void.

F. Union Responsibility

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is established and to provide non-members an expeditious and impartial hearing regarding any objections. The Union has established the “policy regarding objections to political-ideological expenditures” for that purpose. The remedy set forth in said procedure shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting non-member employee concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure. The Union shall provide to all non-members, and to the Board upon request, copies of the Union’s policy and procedures.

G. The Union shall reimburse the district for any costs relating to deductions for political action contributions.

ARTICLE 4 Union Representation

- A. The employees included in this Agreement shall be represented by six (6) stewards, one steward representing transportation, food service, maintenance/grounds, aides/monitors, secretaries and custodians.
- B. The Employer will be notified of the names of the aforementioned stewards and alternate stewards who will serve only in the absence of the regular steward.
- C. The stewards, including the Unit President, may investigate and present grievances as outlined in Article 7 of this agreement.

ARTICLE 5 Safety Committee

A District-Wide Safety Committee consisting of six Union members (one from each department: custodial, maintenance/grounds, aides/monitors, transportation, secretaries and-food service) and six members designated by the Employer, shall be created and shall convene at the mutual agreement of the members identified. One member designated by the Employer shall act as Chair of the

Committee and shall therefore be responsible for posting meeting times and communicating Committee actions.

The committee shall convene to review past accidents and recommend steps to mitigate the risk of future accidents occurring. Additionally, the Committee will review reported instances of very unsanitary, hazardous, or dangerous safety or health conditions in the District. Situations brought to the attention of the Committee Chair that present a situation of immediate and serious danger to students, employees, or community members and guests, shall be cause for a meeting to be called at the discretion of the Chair depending on the conditions presented. All other matters shall be addressed by the Committee at the next scheduled meeting time and should be reported to the Committee through the Committee Chair using the appropriate form.

ARTICLE 6 Suspension and Discharge

- A. No employee may be reprimanded, disciplined, suspended or discharged without just cause, due process, and progressive discipline.
- B. The Employer agrees to provide written notification to the Unit President at the time any employee is to be reprimanded, disciplined, suspended or discharged.
- C. The progression of disciplinary action listed below may be followed prior to the imposition of economic discipline on any member of the bargaining unit:
 - 1. Verbal warning
 - 2. Written warning
 - 3. Written reprimand
 - 4. One (1) to three (3) days suspension with pay
 - 5. Up to 30 days suspension without pay
- D. The suspended or discharged employee will be allowed to discuss his suspension or discharge with the Unit President, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the suspension or discharge with the employee and the Unit President.
- E. Should the employee involved and the Unit President consider the suspension or discharge to be improper, a grievance shall be submitted to Step IV of the grievance procedure within five (5) days of the suspension or discharge.
- F. In imposing any suspension or discharge on a current charge, the Employer will not take into account any prior minor infractions, which are unrelated to the nature of the current charge which occurred more than five (5) years previously.

ARTICLE 7 Grievance Procedures

- A. A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article: ~~the discipline of,~~ termination of services of, or failure to re-employ any probationary employees; the evaluation of any employees; any matter being processed in another forum.
- B. The term working days as used herein shall mean all days Monday through Friday during the calendar year but excluding holidays specified in Article 19, Section 1.
- C. Procedure

Step 1. A grievant alleging a violation of the express terms of this Agreement shall, within ten (10) working days of its alleged occurrence, discuss the matter with the immediate supervisor and/or the Director of Operations for custodial/maintenance employees, either personally and/or through the steward, in an attempt to resolve the grievance. The grievant or the steward shall declare the discussion a Step 1 hearing to the Director of Operations or the immediate supervisor before the discussion over the alleged violation occurs. A written decision by the Director of Operations or the immediate supervisor must be given within five (5) working days to the grievant and/or the steward, unless further time is needed for investigation.

Step 2. If the matter is not resolved, the steward shall, within five (5) working days after the informal decision is rendered by the supervisor, submit the grievance in written form to an administrator designated by the Superintendent. The written grievance shall be signed by the grievant and should specifically state: what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is required.

Step 3. Within ten (10) working days following the submission of the grievance from Step 2, a meeting with the Unit President, steward, grievant, and the Superintendent or the designated agent will be held to discuss the grievance. The Unit President may meet with the grievant at a place designated by the Employer, on the Employer's property, for a period of one (1) hour immediately preceding the meeting with the Superintendent or the designated agent. The superintendent or the designated agent shall render a decision in writing within fifteen (15) working days following the meeting with the Unit President, transmitting a copy of same to the Unit President, the aggrieved employee, and filing a permanent copy in the records in his office.

Step 4. If satisfactory settlement is not obtained at Step 3, the aggrieved employee and the Unit President shall, within ten (10) working days after the employer's Step 3 answer is due from the Superintendent or the designated agent, notify the Superintendent or the designated agent that the matter is to be submitted to conference. At the time of notification, the Superintendent or the designated agent and an authorized representative of the Union shall agree upon the time and place for holding the aforesaid conference, which shall be scheduled within ten (10) days from notice. A conference shall consist of not more than three (3)

representatives of the Union's choosing and not more than three (3) representatives of the Employer. The subject matter of the conference shall be limited to the written grievance under consideration and the object of the conference shall be an orderly resolution of the grievance. Any agreement reached in this conference shall be put in writing by the Employer and sent out to all participants.

Step 5. In the event that the parties are unable to settle the grievance through the procedures outlined in Steps 1 through 4 above, the Union shall, within thirty (30) working days of the date of the Employer's answer in Step 4 above, refer the matter for determination by an impartial arbitrator by filing a Demand for Arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The fees and approved expenses of the arbitrator will be paid by the Union and the Employer equally. The Union and the Employer shall pay their own costs of representation, witnesses, transcripts, etc. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement; nor shall he substitute his discretion for that of the Employer; nor shall he exercise any responsibility or function of the Employer, such as matters including the tenets of the School Code and the obligations of the public monies controlled by the Employer. Unless the arbitrator has engaged in misconduct or exceeded the scope of his jurisdiction and authority as established by this Agreement, the arbitrator's determination shall be final and binding upon the Employer, the Union, and the employee or employees involved.

- D. Failure to institute a grievance or appeal a decision to the next step at any level within the time limit set forth herein shall be deemed a withdrawal of the grievance, and all further processing of the grievance shall be barred.

Final resolution of any grievance will require the signature of both parties on the last disposition issued by the Employer confirming the Union's agreement with the decision.

- E. Time limits may extend if mutually agreed by both parties in writing.
- F. Should an employee be satisfied with the decision at any level or leave the employ of the Board while the grievance remains unsettled, all further proceedings thereon shall be barred. Claims for back wages shall not be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed in writing. This would not prohibit another employee from filing a grievance regarding the same issue in the event an alleged violation should occur.

ARTICLE 8 No Strike Clause

In keeping with the high standards of the relationship which has existed in the past without interruption of the school program, the Employer and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means.

Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage, or support any strike against the Employer by any employee or groups of employees.

ARTICLE 9 Seniority Defined

- A. Seniority, applied on a unit-wide basis, shall be defined as an employee's length of continuous employment with the Employer, computed from his/her most recent date of hire within the bargaining unit as a regular full-time or regular part-time employee and short term employee since which he has not quit, been discharged, or otherwise lost his/her seniority. No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, vacations, sick or workers' compensation leaves, periods when school is not in session, or other periods of absence for which the employee received compensation.
- B. A temporary employee's or substitute employee's seniority will begin upon the date that such employee becomes a regular full-time or regular part-time employee
- C. There shall be no seniority among probationary employees. Effective July 1, 2006 Employees shall be considered probationary employees for one calendar year from the date of hire following their full or part time employment in the bargaining unit. Probationary employees shall be terminable at the will of the Employer based on the evaluation of the employee, the evaluation of the program or financial conditions. If the employee is absent the employee shall make up any days absent to work the requisite days of probationary service. Following completion of their probationary period, employees will be placed on the unit-wide seniority list.
- D. Seniority shall not be affected by the age, race, sex, creed, or marital status. If more than one employee has the same seniority date, employees shall be listed based upon the last four digits of the social security number, highest to lowest.
- E. The Employer will provide the Unit President with an up-to-date seniority list at the beginning of each school year by October 1, and at the middle of each school year if requested by the Unit President. The Union shall file any objections to the seniority list within twenty (20) days of delivery to the Union, thereafter, the list shall be final and conclusive.

ARTICLE 10 Temporary Employees

Persons employed in the same assignment to specifically handle seasonal needs, special projects or other employment demands of a particular temporary situation are defined as Temporary Employees. In no case will the specific employment of these temporary employees exceed ninety (90) consecutive days in the same assignment, nor will the number of employed exceed the immediate demands of a definitive need except upon mutual agreement between the Employer and the Union.

The Employer may employ students enrolled in the Owosso Public Schools as part of the Co-Operative Education Program to work with bargaining unit members.

This Article shall not apply to secretaries, clericals and aides.

ARTICLE 11 Loss of Seniority

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

1. they quit;
2. they are discharged and the discharge is not reversed;
3. they fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement;
4. they fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work;
5. they fail to comply with the terms, conditions, and requirements established for an authorized leave of absence;
6. they are laid off for a period in excess of two (2) calendar years.

ARTICLE 12 Working Hours

- A. It is expressly understood that the Employer reserves the right to establish and change shifts and working hours. The Board may also reduce work hours of some or all employees rather than reduce the number of employees.
- B. When school is not in session, unless a specific facility is being utilized during hours other than the first shift, all custodial/maintenance employees shall be assigned and work on the first shift Monday through Friday (7:00 a.m. to 3:30 p.m.). In the event a specific school facility is being utilized as set forth above, the Employer may require the needed number of least senior employees, with the qualifications in the school building, to work hours other than on the first shift.
- C. The hours of maintenance employees during normal periods of time when school is not in session shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid lunch period. During normal periods that school is in session, the maintenance and custodial, skilled trades employees work hours shall be the following, including one-half (1/2) hour unpaid lunch period.
 1. First Shift: 7:00 a.m. to 3:30 p.m.
 2. Second Shift: Working hours generally will end no later than midnight (12:00 a.m.)

During periods of inclement weather when extra time is required, maintenance and custodial employees may voluntarily choose not to work their entire regular shift, when approved by their supervisor. Such regular shift hours not worked will not be paid.

- D. All employees are expected to be at their regularly assigned building at their scheduled starting time. The Employer may change the regular starting time of daytime and/or evening custodians, skilled trades or maintenance personnel by scheduling their arrival up to two (2) hours earlier or up to two (2) hours later than ordinary for the purpose of providing appropriate coverage for any public election or other reasons as deemed necessary.
- E. The regular full workday shall consist of at least eight (8) hours per day. Unless otherwise provided, the workweek will be Monday through Friday.
- F. Full-time employees may take one (1) fifteen (15) minute break in the first half and the second half of their regular shift. Where practicable, breaks will be scheduled midway in each half shift. Breaks will be taken at the respective job location. All lunch periods will be unpaid.
- G. Changes or anticipated changes in established shifts and working hours for more than five working days shall be a proper subject for a special conference upon request of the Employer and/or the Union.
- H. Employees will be paid for approved hours worked, as shown on the biweekly time sheets, in accordance with the appropriate hourly rate scale with the exception of those employees electing compensation in the form of compensatory time.
- I. Support staff will 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 received and negotiable on the date issued. For pay periods scheduled during winter and spring breaks, the paycheck will be issued and negotiable in the normally scheduled pay day. When school is closed because of inclement weather, employees may report to the administration building for the purpose of picking up their paycheck. Employees working only during the school year will have their last paycheck of the school year mailed to the current address on file.

ARTICLE 13 Job Vacancies

- A. Job vacancies the Board or its designee has determined to fill within the bargaining unit shall be posted within ten (10) work days of the vacancy and filled on the basis of unit-wide seniority and qualifications as determined by the Employer. Job vacancies shall be posted for a period of five (5) work days on the Union bulletin board in each building and/or on the Owosso Public Schools web site.
- B. Job vacancy postings shall include the building where the vacancy exists and the job qualification. The job description for the position will be available in the building where the vacancy exists. Job awards shall be made and posted not more than ten (10) workdays after the posting period. The most senior qualified applicant who meets all of the job

requirements, including the essential duties and responsibilities, shall be granted a thirty (30) workday trial period to demonstrate his/her ability to perform the duties. However, the trial period for secretarial, aides and monitors will be granted to the conclusion of the existing school year or until it has been determined that the applicant is not qualified or is unsatisfactory in the new position, he/she shall be returned to his/her former position. During the trial period, the employee's previous position may be filled by a substitute employee. The employer may assign twenty (20) additional workdays to the trial period for written reasons to the employee with a copy to the Unit President. If during the trial period it is determined that the applicant is not qualified or is unsatisfactory in the new position, he/she shall be returned to his former position. Written notice and reasons for the return of the employee to his former position shall be submitted to the Union and the Employee by the Employer. The matter shall not be subject to the grievance procedure.

A written notice will be provided to any union employee who was not awarded a vacant position explaining the rationale of why they were not awarded the position.

- C. During the trial period, the employee shall receive the rate of pay for the job he is performing at the greater of their current hourly rate or the first step of the pay scale for such job and shall have the opportunity to return to his former position if he so desires. In no event shall the employee receive an hourly wage greater than the top step for the job he is performing. During the trial period, the employer may fill the vacated position at its discretion with a substitute or temporary transfer.
- D. A vacancy created through a transfer of an employee, in compliance with the above provisions, shall be deemed temporary in nature and shall be filled at the discretion of the Employer.
- E. An employee shall remain in position at least three (3) months before becoming eligible to apply for a transfer except by mutual consent of the Employer and Union. However, this shall not preclude eligibility to apply for a promotion.
- F. Any qualified employee may apply for vacant positions. However, employees will not have a contractual right to the vacant position and any such denial to a position shall not be proper subject of the grievance procedure. The starting and ending times listed in the posted position may be altered in consultation with the union and administration after the position has been awarded.
- G. The employer shall transmit a copy of all persons bidding on bargaining unit vacancies to the Unit President.

ARTICLE 14 Transfers

- A. If any bargaining unit employee transfers to a position not included in the bargaining unit and thereafter transfers to a position within the bargaining unit, the employee's seniority shall be frozen while working in the position not included in the bargaining unit.
- B. Employees required by directive for assignment to a higher rate job for sixteen (16)

consecutive hours or more during a one (1) work week period (Sunday - Saturday) shall receive the higher rate of pay for all hours worked in that job.

C. Employees may change work assignments within that classification, upon approval of the Union and the Employer. This shall not apply to vacancies outlined in Article 13, Job Vacancies.

D. **TEMPORARY TRANSFERS**

Whenever it is known that a position will be temporarily vacant for more than sixty (60) workdays, temporary transfers may be granted on the basis of seniority and in the building provided that the more senior employee has the ability to perform the duties required of the position on that shift. However, the Board or its designee reserves the right to deny a temporary transfer request for documented good reasons to the Unit President and employee.

1. Temporary vacancies shall not be subject to the posting requirements in Article 13, Job Vacancies and, shall be filled at the discretion of the Employer. By way of illustration, temporary vacancies are vacancies created through illness, leave of absence, vacation, and personal leaves.

E. This Article does not apply to temporary employees. See Article 10.

ARTICLE 15 Layoff and Recall

It is within the sole discretion of the Employer to eliminate positions and/or reduce the work force. Layoff and recall will be as follows:

A. **Layoff Procedure**

1. In the event of a layoff or reduction, all non-seniority employees will be laid off first provided a more senior employee is qualified and capable to perform the remaining duties.
2. If further reduction of personnel is necessary, then those with the least seniority are to be laid off first provided a more senior employee is qualified and capable to perform the duties of the remaining positions.
3. The more senior employee must be qualified in all respects to perform the duties of the less senior or lower-rated employee being laid off. Where the senior employee lacks the qualifications and/or ability to fill the remaining position, the more senior employee shall be laid off and the less senior employee continue in employment.
4. An employee subject to layoff may bump pursuant to these provisions shall have the right to displace employees in other departments provided:
 - a. the Employee exercising bumping rights is more senior than all others in that

department; and

- b. the hours of the new position is equal to or lower number of hours and pay previously worked ; and
 - c. he/she must possess the necessary qualifications and ability to perform the work of the employee he/she is displacing; and
 - d. it is understood that the second and all following displaced employee(s) shall only be allowed to displace a lesser seniored employee in an equal or lower-rated department subject to items c. and d. above.
5. Employees laid off for an indefinite period of time will be provided at least five (5) working days' notice of layoff. The local union President shall receive a list from the Employer of the employees being laid off on the same date the notices of layoff are issued to the employees.
 6. While laid off Employees shall not receive wages, insurance, and other benefits per this Agreement.
 7. A part-year employee who receives unemployment compensation benefits in the summer, and who is recalled before September 20 of that year, shall have his/her compensation adjusted by an amount equal to the unemployment compensation received minus any payments made by the employee to cover insurance costs for that time on unemployment.

B. Recall Procedure

1. Recall of employees will be in the inverse order of layoff , i.e., laid off full-time and part-time employees with the greatest seniority shall be recalled first provided the recalled employee is qualified for the position, followed by the next most senior qualified full-time or part-time employee, etc. If a senior employee lacks the qualifications and ability to fill the available position, he/she shall be by passed and a lower seniority employee with the qualifications and ability shall be offered the position.
2. No new employee shall be hired in a classification while employees are laid off in that classification unless there are no laid off employees with the necessary qualifications and ability to perform the duties of the vacant position. If all laid off employees within the classifications have been recalled, then that employee with the most unit-wide seniority and the requisite degree of ability and qualifications shall be recalled.
3. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail, return receipt requested. The recall notice shall state the time and date on which the employee is to report back to work. The employee shall keep the Employer notified as to his/her current mailing address. The employee shall notify the Employer of his/her intent to return on the date specified in the notice within seventy-two (72) hours of receiving the notice. If an employee fails to report

to work within ten (10) days of the date of mailing of Notice of Recall or fails to notify the Employer of his/her intent to return within seventy-two (72) hours of receipt of the notice, he/she shall be considered a quit. In proper cases, exceptions may be made. The Employer may fill the position on a temporary basis until the recalled employee can report for work.

4. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. However, upon recall, all paid leave days, including vacation days for the current year, will be prorated based upon the time worked during the fiscal year.
5. Acceptance or refusal of recall to a position lower in pay and/or benefits, than the position which the employee was laid off shall not affect his/her right to recall to an equivalent position for the period of recall.

ARTICLE 16 Leave of Absence

A. Sick Leave

1. Full-time and part-time employees working in one position and/or assignment (hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for sick leave) four (4) or more hours per day or twenty (20) or more hours per week will be granted sick leave with pay on the following schedule:
 - a. Regular school year through forty-one (41) week employees ten (10) days per year.
 - b. Forty-two (42) through forty-seven (47) week employees will receive eleven (11) days per year.
 - c. Forty-eight (48) through fifty-two (52) week employees will receive twelve (12) days per year.
2. Sick leave shall accrue at the appropriate rate of one (1) day per month for employment.
3. Unused sick leave may be accumulated to a total of one hundred twenty (120) days. Sick leave days accumulated in excess of 120 day prior to July 1, 1993, shall be frozen and may only be utilized in case of serious disability or illness of the employee.
4. Prior unused sick leave days will be accumulated as of June 30 each year.
5. An employee on paid sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Payment of wages during sick leave days shall be based on the employee's regular hourly wage and regularly scheduled working hours.

6. The employee shall give the Employer as much advance notice as possible, but not less than a minimum of one (1) hour's notice by telephone when he is unable to perform his work because of illness. Those employees who report for work after noon shall call in at least two (2) hours before their scheduled reporting time. Emergency situations which prevent the employee from providing adequate notice shall be exempted, in which case the employee shall call in as soon as physically possible. A telephone number will be posted on employee bulleting boards for reference and used by the employee in calling the Employer in event of illness.
7. Sick leave days shall be used for personal illness or emergency as follows:
 - a. Up to ten (10) days of sick leave per year (July 1 to June 30) may be used for serious family illness. Family shall be defined as father, mother, spouse, child, or dependent of the immediate household. Sick leave for brothers and sisters shall be limited to serious health conditions and documentation may be required.
 - b. After three (3) consecutive days of absence due to illness, injury, or disability, an employee may be required to furnish a physician's statement. After seven (7) consecutive days of illness the employer may require a physician's statement as to the employee's ability to return to work.
 - c. In all cases, including maternity cases, the employee must return to work as soon as the physician provides a statement that the employee is fully capable of performing his/her normal work assignment.
8. The Board of Education reserves the right to verify use of sick leave benefits and absences. Where suspected abuse exists, the Board of Education reserves the right to demand a doctor's certificate.
9. Sick leave is not applicable during vacation or holidays.
10. Sick leave time may not be taken in units smaller than one (1) hour increments for each occasion except for regularly employed bus drivers where the unit will be based upon the time of an established individual schedule route rather than the one (1) hour increment.
11. Upon termination of employment, all sick leave accumulation benefits cease.
12. As an incentive to reduce absences, employees may be paid for unused current year sick leave days as follows:
 - a. Employees that use three (3) or less sick leave days in a school fiscal year will be paid twenty-five (\$25) per unused current sick leave day.
 - b. Employees that use more than three (3) but not more than six (6) leave days in a school fiscal year will be paid twelve dollars and fifty cents (\$12.50) per unused current year sick leave day.

- c. Unused sick leave will continue to accumulate to a maximum of 120 days. Once an employee reaches the maximum of 120 days the above payments for current year unused sick leave days provided in a. and b. above will double for only those days that would be in excess of 120.
- d. For the purpose of this provision, days will be counted as provided in 12. above and part days will be prorated for payment purposes.
- e. These incentive payments will be calculated as of June 30 each year and paid on or before the next December 1. New employees will be prorated during the first year of employment based upon their individual work schedule.
- f. Secretaries, clericals and aides shall not be eligible for this incentive.

B. Personal leave days

Full-time and part-time employees working in one position and/or assignment four (4) or more hours per day or twenty (20) or more hours per week will be granted two (2) normal working days of paid personal leave days. Hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for personal leave. Personal leave days during the first year will be prorated through June 30th. Personal leave days will be granted July 1st of each year thereafter.

- 1. Two (2) normal working days of paid, personal leave days when approved by the Superintendent of Schools or his designee, will be granted to transact business that cannot be transacted at another time and that it requires the presence of the employee. The employee may be required to substantiate that the business is necessary and that it cannot be transacted outside the employee's working hours. Personal leave days taken for appointments or business dealing may be taken in four (4) hour increments or more for each occasion except for regularly employed bus drivers where the unit will be based on time of the established individual scheduled route rather than the four (4) hour increments. Personal leave may be deducted in one (1) hour increments when deemed appropriate by the supervisor.
- 2. An employee requesting a personal leave day shall file a notice of his/her intent to take such day with the appropriate supervisor at least three (3) days prior to the date of such leave unless impossible to do so or in case of emergency. Such notice shall include a statement of the general nature of such request.
- 3. Personal leave days will not be used for :
 - a. first or last week of each semester and the day before or the day following a holiday or vacation;
 - b. other employment

4. Personal leave days will be based upon the actual normal workday of each employee as assigned. A normal workday is defined as the usual number of hours worked per day.
5. At the discretion of the Deputy Superintendent, personal leave days may be cancelled if the number of requests for any one (1) day jeopardize the orderly conduct of the building(s) and or/ transportation operations.
6. Both unused personal leave days will be added to the succeeding year's sick leave.

C. Bereavement Leave

Five (5) paid leave days per year, may be used in the event of a death in the immediate family of the employee or of the spouse. The immediate family is defined in paragraph A.7(a) above. Non-paid days may be granted by the Superintendent, if requested by the employee.

D. Leaves for Union Business

Union business days shall be set at nine (9) total paid days per year. Any additional days will be non-paid and worked out between the union and administration. No more than six (6) members of the Union selected to attend a state or national convention and conferences shall be allowed time off. Leave to attend such conventions and conferences shall be without pay. The Union Chapter Chairperson shall transmit written authorization to the Board through the appropriate supervisor not less than two (2) weeks prior to the expected date of leave as the precondition which must be met to establish entitlement for the leave. The Union shall reimburse the employer for retirement cost for Union leave days.

E. Non-Paid Leave

1. An unpaid leave due to personal illness or serious health condition that extends beyond ten (10) days or after the exhaustion of paid leave, whichever is greater, may be granted. Such an unpaid leave must be granted by the Board or the Board's designee and accompanied by a physician's statement certifying the inability of the employee to perform his/her normal work assignment.
2. Military leaves of absence shall be granted without pay or paid fringe benefits to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States if required by law.
3. A seniority employee elected to public office shall upon a written request receive a temporary leave of absence, without pay or fringe benefits, for a minimum period of sixty (60) days and a maximum period of one (1) year, renewable at the discretion of the Board. Upon expiration of such leave, employees shall be re-employed with accumulated seniority provided they meet all employment requirements.
4. A seniority employee will not be released from his/her regular assignment without pay for personal recreation, or family commitments due to a serious consequence to the efficient operation of the district.

5. Employees, while on leaves as provided by this article, shall accumulate seniority and shall be entitled to return to their previous job and position, provided said return occurs within a six (6) month period of time from the commencement of the leave and the position is vacant. Extension of the non-paid leave may be granted at the sole discretion of the Board of Education. Employees returning after a period of six (6) months shall be entitled to return to their previous classification and grade, however, not necessarily to their previous job and position.

F. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one or more of the following reasons as defined by the Family and Medical Leave Act of 1993, as amended (FMLA):

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. to care for the employee's spouse, child, or parent who has a serious health condition;
or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
5. Because of "any qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
6. In order to care for the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period.

The 12-month period is defined as the 12-month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specified to each individual staff member),

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 17 Union Bulletin Boards

- A. The Employer will provide bulletin boards in each building which may be used by the Union for posting:
 - 1. notices of recreational and social events
 - 2. notice of election;
 - 3. notice of results of elections;
 - 4. notice of meeting.
- B. Other types of Union notices must be forwarded to the Employer for approval prior to posting.

ARTICLE 18 Jury Duty

An employee may be absent when called for jury duty or for a court appearance in which the employee subpoenaed as a witness in any case connected with the employee's employment or the school. The Board agrees to pay the difference between the employee's per diem rate and the remuneration received because of such appearance except when subpoenaed by the Union in any action against the school district.

ARTICLE 19 Holidays

- A. All permanent custodial/maintenance and secretarial employees working fifty-two (52) weeks each year will be granted the following holiday periods when they occur during the employee's scheduled work period:
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Friday following Thanksgiving
 - 5. day preceding Christmas
 - 6. Christmas Day
 - 7. day preceding New Year's Day

8. New Year's Day
9. Good Friday (provided school is not in session)
10. Memorial Day
11. President's Day (for secretaries only) due to comp day
12. Day preceding Thanksgiving (provided school is not in session)

When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled workday within the week in which that holiday falls. When any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the state or federal government, the day of observance shall be considered as the holiday under the provisions of this holiday pay section.

B. Employees working less than fifty-two (52) weeks each year will be paid for the following holidays when they occur during the employee's scheduled work period.

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day and
4. Memorial Day
5. Day after Thanksgiving
6. Day preceding Thanksgiving Day (provided school is not in session)
7. President's Day (for office secretaries only due to comp day)
8. Good Friday – employees will receive three (3) hours holiday pay or their default hours if they work less than three (3) hours a day (provided school is not in session)

C. A paid holiday will be based on the actual normal workday of each employee as assigned. A normal day is equal to the number of hours worked per day.

D. To be eligible for holiday pay, the employee must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Illness on either the last scheduled workday or the first scheduled workday following the holiday shall not abrogate an employee's entitlement to holiday pay; provided, however, that such employee who is absent on either or both such days presents the Employer, immediately upon his return to duty, with a doctor's certificate, if required, verifying such illness for the period in question.

- E. By way of illustration and not by way of limitation, employees shall not receive holiday pay for holidays which occur during a period in which such employee is on layoff, or on an unpaid leave of absence.

ARTICLE 20 VACATIONS

- A. Employees working eight (8) hours a day, fifty-two (52) weeks each year shall receive the following paid vacation days:
 - 1. Completion of first six months of full time, full year employment, five (5) days.
 - 2. On the July 1st, following the six month date of hire, vacation will be granted one day for each full month worked between the six (6) month anniversary date of hire as full time, full year employee and June 30th, up to a maximum of ten (10) days in a calendar year (July 1 - June 30).

For Example:

If employee is hired October 15, 2005

April 15, 2006 (six months from date of hire) - Employee is granted five days of vacation.

July 1, 2006 – Employee is granted 2 days of vacation.

July 1, 2007 – Employee is granted ten (10) days of vacation.

If employee is hired February 28, 2005

August 28, 2005 (six months from date of hire) - Employee is granted five days of vacation.

July 1, 2006 – Employee is granted 8 days of vacation.

July 1, 2007 – Employee is granted 10 days of vacation.

If employee is hired May 5, 2005

November 5, 2005 (six months from date of hire) - Employee is granted five days of vacation.

July 1, 2006 – Employee is granted 6 days of vacation.

July 1, 2007 – Employee is granted 10 days of vacation.

- 3. Upon completion of each full year of service, thereafter July 1 to June 30, ten (10) vacation days will be granted.
- B. Additional vacation will be granted as follows:
 - 1. After six (6) full years as a full year employee, eleven (11) days
 - 2. After seven (7) full years as a full year employee, twelve (12) days

3. After eight (8) full years as a full year employee, thirteen (13) days
 4. After nine (9) full years as a full year employee, fourteen (14) days
 5. After ten (10) full consecutive years of service as a full year employee, fifteen (15) days paid vacation in years eleven (11) through fifteen (15).
 6. After fifteen (15) full years of consecutive years of service as a full year employee, twenty (20) days paid vacation after sixteen (16) years
- C. Employees may elect to accrue up to 80 hours in compensatory time per year in lieu of receiving overtime monetary compensation with prior approval of the superintendent. For each one hour of overtime worked that would otherwise be paid at 1.5 times the hourly rate, 1.5 hours can be banked and used as vacation. All banked hours must be used by June 30th of each year, or they will be paid-out at the regular hourly rate for each unused hour in compensatory time.
- D. An employee requesting vacation time shall file, whenever possible, a notice of his/her intent to take such time with the appropriate supervisor at least seven (7) days prior to the date on which the vacation is to begin (except in case of emergency), and shall obtain approval before beginning the requested vacation. At the discretion of the appropriate supervisor, vacation requests may be denied if the number of requests for any one day jeopardizes the orderly conduct of the building(s) or operations.
- E. No vacation days will be authorized during the five (5) working days prior to the first (1st) day teachers report for the opening of school nor the five (5) working days following and including the first (1st) day teachers report for the opening of school in the fall.
- F. Vacations are provided for the rest and relaxation of personnel; therefore, no vacation pay will be allowed unless vacation time is taken. Exceptions to this regulation must have the approval of the Superintendents of Schools, based on the recommendation of the appropriate supervisor.
- G. No employee may carry over more than fifteen (15) vacation days from the prior year.

ARTICLE 21 Insurance and Retirement

- A. Insurance
1. The Employer agrees to contribute toward an insurance package equivalent to MESSA TRI-MED on behalf of each full-time, full year custodial/maintenance and secretarial employee working a regular schedule of at least eight (8) or more hours each day, for a minimum of forty (40) hours per week, 52 weeks per year. Employee contribution for health will be as follows:

| | |
|-------------|-------------------|
| Full family | \$28.90 per month |
|-------------|-------------------|

| | |
|----------|-------------------|
| 2 person | \$18.40 per month |
| Single | \$13.20 per month |

Employees (excluding bus drivers) working a regular schedule as defined above, except that they are regularly scheduled to work less than 52 weeks per year, shall receive the above noted monthly benefit for only those months they are regularly scheduled to work more than two weeks of the month. The costs of such insurance not covered by the employer shall be processed as a payroll deduction as noted above.

2. Payment of insurance premiums of the Board of Education will commence on the first day of the month following employment and will cease the last day of the month in which termination of employment occurs.
3. Part-time employees working less than four (4) hours per day or twenty (20) hours per week and employees whose primary source of employment is with another employer are not covered.
4. Employees working a regular shift in one position and/or assignment of at least four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours each week (excluding bus drivers), shall have one-half (1/2) of the monthly health insurance premium paid by the Employer, plus the employee contribution as required in section (A)(1), which is paid for full-time employees provided the employee authorizes payroll deduction for the remainder of the premium cost for coverage for the appropriate Board approved carrier. Hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for one-half (1/2) of the health insurance benefit in this paragraph.
5. Each employee must provide assurance that he/she is not covered by other generally equivalent hospitalization insurance protection through a spouse or other employer. Failure to do so will result in appropriate disciplinary action. There shall be no double coverage
6. The Board shall make payment of insurance premiums for each employee as required in section (A)(1) above to provide insurance coverage for the full twelve (12) month period. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assured uninterrupted participation on coverage.
7. Employees not covered by the employer's insurance may purchase health insurance through the district's group insurance plan if permitted by the carrier.

B. Optional Alternate Insurance Plans

Employees not requiring health care protection (excluding bus drivers) may apply \$75 per month toward the purchase of approved benefits contained in the IRS Section 125 Fringe Benefits Plan. Employees working in one position and/or assignment four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours per week (excluding bus drivers) shall receive one-half (1/2) the benefits included in this paragraph. Hours are not to be combined in more than one position and/or assignment for the purpose of being eligible

for one-half the benefits included in this paragraph.

C. Loss of Time Plan

Each full-time employee, shall receive loss of time benefits through a carrier selected by the Board of Education equal to sixty percent (60%) of the employee=s weekly pay (less appropriate offsets) for a period of one (1) year.

D. Dental Insurance

Each full-time employee, shall receive dental benefits through a plan, program, or insurance policy selected by the Board of Education, equal to eighty percent (80%) of the basic and major services subject to the plan, program, or policy definitions. Part-time employees may purchase dental insurance through the district provided policy subject to the provisions of the carrier at the group rate.

E. Life Insurance

1. Each full-time employee, shall receive term life insurance through a carrier selected by the Board of Education, equal to twenty-five thousand dollars (\$25,000) coverage for each employee.
2. Employees working four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours per week, including bus drivers, shall receive one-half of the life insurance coverage.
3. Part-time employees working less than four (4) hours per day or twenty (20) hours per week and employees whose primary source of employment is with another employer are not covered by life insurance.

F. Vision Insurance

Each full-time employee, shall receive vision benefits, generally comparable to MESSA VSP 1 through a plan, program, or insurance policy selected by the Board of Education subject to the plan, program, or policy definitions.

All Bus Drivers and Food Service Workers who work four (4) or more hours per day and up to eight (8) hours per day, will be provided one half (1/2) the above vision benefits.

Other employees may purchase vision insurance through the district provided policy subject to the provisions of the carrier at the group rate.

G. Retirement

The Employer will comply with all applicable laws requiring contribution to the Michigan Public Schools Employees= Retirement System on all reportable compensation earned by an employee, but will not be required to make any contribution to the M.I.P. program.

- H. The Employer will make available to each new hire the information and applicable forms for all insurance coverage provided through the Employer. In order to be enrolled in the insurance plan(s), the employee must submit the application for coverage to the Employer. It will be the responsibility of the employee to notify the Employer of any change in their dependent status. Eligibility for insurance benefits will be determined by the current policy, plan, or program.
- I. In the event that an employee, absent because of illness, injury, or disability has exhausted sick leave accrual, payment for the above mentioned insurance premiums shall be continued by the Owosso Board of Education, two (2) months per full year of employment, to a maximum of six (6) months. Such employees must then assume the personal responsibility for premium payments if they desire to keep the insurance plans in force.
- J. Should the Employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, the insuring provisions of this Agreement shall be considered inoperative on the effective date of such legislation, and the parties will meet for negotiations over the impact of such changes. Nothing in this Agreement shall be interpreted or applied to require the Employer to maintain any premium payments for insurance program(s) on behalf of their employees or their dependents if the insurance program(s) have been replaced or superseded by federal or state statute or regulation or where the Employer would incur any tax penalty or reduced appropriation by virtue of continued participation in contractually designated insurance program(s).
- K. Full-time employees, as set forth in this article, shall mean employees regularly scheduled to work eight (8) hours per day.
- L. An insurance committee will be formed through the OESPA Executive Committee to review potential alternatives for health insurance for subsequent years.
- M. MESSA Tri-Med will no longer be available effective December 31, 2009. As a result, Article 21 will only be in effect for one year through June 30, 2009 and will be reopened for negotiations. Insurance options will be explored through the insurance committee formed as described above in Article 21(L).

ARTICLE 22 Overtime/Additional Hours

- A. Time and one-half (1.5) for overtime will be computed after forty (40) hours of actual work in a given week. Holidays which occur during the work week will be considered as days of work for the purpose of computing and employee's forty (40) hours. School bus drivers' overtime rate of time and one-half (1.5) will be computed after forty (40) hours of actual work in a given week. Paid leave time will not count toward the forty (40) hours. All overtime or additional hours must be authorized by an appropriate supervisor. The employer may, in its discretion, determine whether to authorize overtime to perform work; to use a substitute, part-time or temporary employee to perform the work; or not to have the work done.

B. Equalization of Overtime and Additional Hours

1. Employees who want any overtime or additional hours of work during the year shall sign up at the beginning of each school year. Those employees will be placed on a list by classification and building.
2. Overtime and additional hours which are authorized shall be divided equally among those employees on each list within the same classification and building. The Employer will keep an up-to-date list posted on the Union bulletin board of the overtime and additional hours worked or charged to each employee.
3. Whenever overtime or additional hours are authorized, the employee on the list with the least number of overtime or additional hours in the classification and building will be called first and so on down the list, in an attempt to equalize the overtime or additional hours among the employee on the list. Employees, when requested to work overtime or additional hours, will be advised as to the number of hours worked.
4. In the event there are not sufficient employees to work the overtime or additional hours from the building, the Employer will then go to the employee on the list in other buildings within the classification having the least amount of overtime or additional hours.
5. For the purpose of this section, when an employee is on an approved leave of absence, he will be charged the average number of overtime or additional hours of the employees working during the overtime or additional hours period. The district shall not be required to request such employees to work overtime or additional hours.
6. If an employee does not accept overtime or additional hours of work, he/she will be charged with the overtime or additional hours of work for purposes of equalization of overtime or additional hours, and the overtime or additional hours will be assigned to another employee.
7. Employees not signing up for overtime or additional hours of work at the beginning of a school year may elect to be added to the list once during that year. Those employees, as well as new employees and employees who change classification or buildings, will be charged with the highest number of overtime or additional work hours in the classification and/or building.
8. Eligibility for any additional hours will require that the employee's ordinary working hours are not in conflict and that the assignment of such will not result in overtime hours. Additional hours will not be split between employees and will necessitate authorization by the supervisor.
9. Provided that an imbalance in the assignment of overtime or additional hours exists, the person who is behind will be provided the next opportunity to make up any imbalance in overtime or additional hours. Further, at no time will the employer be required to pay for overtime or additional hours not worked due to the failure to balance overtime or additional hours. The Unit President will report monthly to the

Superintendent or his designee all problems resulting from the implementation of this Article.

- C. Employees may elect to accrue compensatory time per year in lieu of receiving overtime monetary compensation with prior approval of the supervisor. For each one hour of overtime worked that would otherwise be paid at 1.5 times the hourly rate, 1.5 hours can be banked and used as vacation. All banked hours must be used by June 30th of each year, or they will be paid-out at the regular hourly rate for each unused hour in compensatory time up to a maximum of 80 hours.

ARTICLE 23 Worker's Compensation

- A. It is the employee's responsibility to immediately report any injury to his appropriate supervisor. Any work related disability or injury shall be covered exclusively by Worker's compensation. Compensation for work-related injuries covered by workers' compensation shall be governed by the terms of the workers' compensation policy in effect. All lost time as a result of an injury covered by applicable workers' compensation will be considered as time worked for seniority purposes.
- B. The Board shall have the right to require reasonable proof that the injury is of a nature so as to necessitate the employee's absence from work, and the employee will be required to establish proof of injury as provided by workers' compensation.

ARTICLE 24 Miscellaneous Provisions

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party to this Agreement voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with the respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices whether oral or written, and expresses all obligations of and restrictions imposed upon the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by all parties for the life of this Agreement. This contract is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach,

term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management's rights without prior negotiations during the life of this Agreement.

- C. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such conflicting provision or application shall be deemed null and void but only to the extent necessary to comply with the law. All other provisions or applications shall continue in full force and effect. After consultation with employee representatives of the Union, the Board shall have the right to take whatever steps are legally required in order to comply with the Americans with Disabilities Act (ADA).
- D. Pursuant to the provisions of P.A. 379, it is agreed that neither party shall have any control over the selection of the negotiation or grievance representatives of the other party and each party may select its representatives from within or outside the school district.
- E. The Employer, upon request, agrees to furnish to the Unit President a copy of the most recent audited financial statements, the district's adopted budgets, and prior grievances and dispositions.
- F. The Employer agrees to allow the Union to use an Employer designated facility consistent with building use rules for not to exceed four (4) half days per contract year for general membership meetings provided a written request is received within 48 hours of the desired date by the Superintendent, a facility is available, Union opens and closes the facility and maintains security, and the Union cleans the area used.
- G. Mileage incurred using personal vehicles must be pre-approved by supervisory personnel and will be reimbursed at the Board approved rate and in accordance with associated Administrative Rules in effect at the time the mileage is approved and incurred.
- H. The Unit-President will be included on the distribution list for Personnel Action Forms for all Bargaining Unit Members.
- I. Employees may be evaluated annually by the building administrator/supervisor only. A copy of the evaluations will be given to administration.
- J. The Executive Committee of the OESPA and the District Administration will develop job descriptions before any evaluations take place.
- K. Employees may be required to sign in upon their arrival at the beginning of their shift and sign out any time they leave the building and/or at the end of their shift at the discretion of management.
- L. Both parties, recognizing the value and necessity of video surveillance to protect the safety and well-being of our students and staff, support the use of video monitoring of the entrances and other vital and deemed necessary areas of the school buildings. It shall not be the intent of the Administration to utilize said electronic surveillance to substantiate or document in any way, the performance of professional responsibilities or the behavior of bargaining unit members for disciplinary purposes.

- M. Two (2) professional development days will be provided for staff. Compensation will be based on the number of hours of professional development the employee attends.

ARTICLE 25 Bus Driver Provisions

A. Job Posting and Bidding

1. All regular runs and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions shall be filled on the basis of seniority. Vacancies will be posted for a period of five (5) working days, when school is in session, setting forth the minimum requirements for the run. Employees interested shall apply in writing within the five (5) day posting period. The senior employee applying for the run who meets the minimum requirements shall be granted a trial period of ten (10) successive working days to determine:
 - a. their desire to remain on the job;
 - b. their ability to perform the job.
2. The job shall be awarded or denied within twenty (20) working days after posting. The Employer shall furnish the Union with a copy of the list of names and of those employees who applied for the job and notify the Union of the employee who was awarded the job.
3. During the ten (10) day trial period, the employee shall have the opportunity to revert back to his/her former run.
4. All routes that are posted for bid shall include a reasonable, approximate time needed to drive the route.
5. The driver assigned to the vacated route through bidding shall use the bus that was previously used on that route.
6. The Employer shall establish the route and the bus used on the route for each run. The starting time shall be determined by the route, seasons of the year in which it is run, and the length of the day shall be the time it takes to safely make the entire route.

The assignment of runs shall be made on the basis of bidding, by seniority and qualifications, on an annual basis to be done at a meeting prior to the beginning of the school year to be determined by the transportation supervisor. The assignment of runs made on this basis shall include alternate kindergarten driver assignments. Thereafter and throughout the year, vacancies will be filled according to the procedures stated in paragraph A, job posting and bidding procedures above.

7. At the end of the settling down time, or by the sixth (6th) Friday following the opening of school routes that are longer will be assigned to the highest seniority drivers.
8. When a regular driver bids on a vacant route and acquires that route according to the established procedures, then his/her former route becomes vacant and shall be posted for bid.
9. If a run is reduced during the school year by more than thirty (30) minutes a day, the driver assigned to said run shall be notified in writing and will be allowed to retain the run or bump the least seniority driver who has evaluated time of the affected employee. Drivers, as bumped, will then be allowed to bump in the same manner.

B. Extra Trips and Special Runs

1. Full time bus drivers can take the special runs and extra trips. They will be asked first to do the trips before any sub is asked unless the assignment will result in overtime. Subs will take the normal routes.
2. Regular drivers shall sign up for extra trips at the beginning of the school year.
3. Regular driver's availability shall be determined by their departure and arrival times on their regular routes.
4. Sub drivers shall not be assigned to trips that a full-time driver is available for unless there are not enough regular drivers.
 - a. Assignments of extra trips will be made by the supervisor according to dates and times. The driver of greatest seniority will be assigned the first trip with each succeeding trip being assigned, in turn, to the next most senior driver that has signed the trip sheet. Extra trips shall be rotated based upon seniority.
 - b. Laid off drivers will be given preferential consideration over substitute drivers and will be assigned only after all regular drivers have either accepted or rejected an assignment. Laid off drivers will be assigned in the same rotational manner as regular drivers.
5. The layover rate will be paid during any layover time at an event. Layover time will include any time the driver is on duty while at an event, whether on the bus or not, except while driving or while supervising students who must be on the bus during the layover or when required by the supervisor to stay on the bus when the driving rate will be paid. The primary responsibility of supervision of students resides with the coach or chaperone.

When a driver has to stay with the bus because members of the team or group are continually on and off the bus during an event, the Transportation Supervisor must be notified.(moved from paragraph 5)

6. If a driver cannot accept the trip because of illness, the driver shall return the requisition to the Transportation Supervisor who will reassign the trip to the next driver eligible for one. The driver shall not receive another trip to replace the one he/she had to relinquish because of illness.
7. Within three (3) work days of accepting a trip assignment, the driver shall notify the Transportation Supervisor if it becomes necessary for them to relinquish the trip for personal reason except in cases of illness or emergency. The driver shall not receive another trip to replace the one he/she relinquished. Trips may not be traded or given away. If a driver has less than three (3) days to relinquish the trip, they will not be penalized.
8. Regular and substitute drivers shall sign up for summer trips and will be assigned by seniority.
9. The driver is required to check the bus hourly for vandalism, flat tires, etc., while at the event.
10. All trip sheets shall be submitted with the bi-weekly time sheet for the period the trip was incurred.

C. Working Conditions

1. The Employer agrees to pay employees their regular rate of pay for the Employer authorized time spent in the following situations.
 - a. preparation time (includes time required for maps, stops, and list of students);
 - b. breakdown time;
2. Open toed or scuff-type shoes are unacceptable footwear.
3. Bus Cleaning and Parking
 - a. Employees shall be paid layover rate of pay for meetings authorized by the employer.
 - b. Drivers of regular routes shall be allowed fifteen (15) minutes each day for the purpose of sweeping their buses and cleaning the windows and lights of the bus.
 - c. At any assigned location, those drivers allowed to park inside will be determined by seniority and available space.
4. Chaperones
 - a. The coach or teacher going on the trip shall be responsible for having directions to the destination.

- b. The coach or teacher going on the trip shall be responsible for student control; keeping the students in their seats while the bus is in motion; keeping papers, cans, and food off the floor, and for keeping the students reasonably quiet.

D. Employer Responsibility

1. It shall be the Employer's responsibility to establish a procedure for disciplinary action regarding school children.
2. The Employer shall be responsible for paying any employee their regular layover time rate of pay while authorized in attendance at any school training program required by the school district or the State of Michigan. Said reimbursement shall be made upon presentation of verification of completion on the job requirement as authorized by the supervisor.
3. Periodic physical examinations required for all school bus drivers will be provided by the physician of the employee's choice. The Employer will pay for this physical at the rate charged by the Board's selected physician if the employee prefers not to use the Board's physician.

E. Employment of Laid off Drivers as Substitutes

1. Any laid off bus driver employed as a daily substitute will be compensated at the established ninety (90) day hourly rate for regularly employed bus drivers.
2. Whenever it can be determined that a regularly employed bus driver will be absent due to an illness or absence of long duration, compensation will be authorized at the established maximum hourly rate or equivalent hourly rate if regularly employed consecutively as a substitute in that particular assignment for greater than ten (10) working days. Compensation of this higher amount will be paid beginning on the eleventh (11th) consecutive working day of employment within the same assignment.
3. The district is not under any obligation to employee laid off drivers as substitutes unless they notify the supervisor in writing that they want to sub and are available.

ARTICLE 26 School Closings

Whenever emergency circumstances disrupt the normal operation of the instructional programs, the following procedures will apply:

1. All bargaining unit employees will complete their regular shift when school is dismissed early unless they are specifically released through authorization by the superintendent's office.
2. Employees who are sent home early due to such disruption will be paid for their normal shift.

3. When schools are not opened due to inclement weather or mechanical breakdown, custodial, maintenance, bus mechanics and fifty-two (52) week employees are expected to report to work as soon as possible on their regular shift. Unless told otherwise by public announcement over the radio, or directly by the employee's supervisor, employees should report to work. Employees who are unable to report to work due to weather conditions will not be paid. Requests to utilize personal leave or vacation time to avoid loss of pay will be considered on an individual basis. Employees who do not have accruals will earn up to two (2) earned comp days equivalent to their daily default hours for working on snow days.
4. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, as defined by the city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. Employees with accruals may use up to five sick or personal leave days per year on days school is cancelled. Employees who do not have accruals will be paid up to two days based on their normal default hours.
5. In the event an employee received unemployment compensation benefits (which are used herein, also includes "underemployment" benefits) during the school year (associated with his/her regular work 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 rescheduled so that the employee works those instructional days at a later time, the employee shall have his/her pay adjusted such that his/her unemployment compensation, plus the wages paid to the employee for the year, will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:
 - a. The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.
 - b. The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee's regular wages from the same or similar period during the preceding school year.

ARTICLE 27 Duration

This Agreement shall remain in full force until June 30, 2011, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless on or before such date the Agreement is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by the duly authorized representatives the day and year first above written.

Cindy Knight, Unit President

Date

Greg Cobb, President
Board Representative

Date

Pam Coe, Secretary
Board Representative

Date

