

MASTER AGREEMENT

between the

OWOSSO BOARD OF EDUCATION

and the

OWOSSO EDUCATION ASSOCIATION

OWOSSO, MICHIGAN

JULY 1, 2011

to

JUNE 30, 2012

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AGREEMENT
between the
OWOSSO BOARD OF EDUCATION
and the
OWOSSO EDUCATION ASSOCIATION
COVERING THE PERIOD
from July 1, 2011 to June 30, 2012

AGREEMENT

This Agreement entered into this first day of July, 2011, 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, non-teacher certified counselors, librarians, school psychologists and school social workers, speech and hearing teachers, advisory or critic teachers, teachers of the homebound or hospitalized, employed by the Board (whether or not assigned to a public school building), but excluding per diem substitutes, administrators, supervisory and executive personnel and office and clerical employees and all other employees. The term "Teacher" when used 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/she 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 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.

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 Administrator of the building in question in advance of the time and place of all such meetings. The Association shall provide all materials and supplies incident to such use.

1. The Association shall have the right to place notices, circulars, and other material on a designated bulletin board and in teachers' mail boxes including electronic mail. Copies of all such material shall be given to the building principal, but his 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 administrator.
- 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. For the 2011-12 school year, the BA base shall be reduced by 5.35%, which represents a 1.5% reduction in the salary schedule and 3.85% reduction due to the reduced number of days for the 2011-12 contract from the prior year as reflected in Appendix E. The reduced salary schedules for the 2011-2012 school year are set forth in Appendix E. If during the life of this agreement the state or federal government imposes a wage reduction for public school employees in Michigan that would go into effect during the term of this agreement, The district agrees that, to the degree it is permissible by law or regulation, teachers will be given credit for the 5.35% reduction in their salaries which has already been negotiated between the parties. For example, if the State of Michigan were to impose a 6.35% reduction for school employees during the 2011-12 school year, Owosso

teachers would, if permissible, be given credit for the 5.35% reduction already agreed upon and would receive a 1% reduction instead of 6.35%.

C. Extra Duty Class Coverage:

Secondary Teachers

In cases where a teacher is requested by the building administrator 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.

For the 2011-2012 school year the effective BA base shall be determined in Article 5 Section B.

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.

For the 2011-2012 school year the effective BA base shall be determined in Article 5 Section B.

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/she 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.

For the 2011-2012 school year the effective BA base shall be determined in Article 5 Section B.

2. Department Heads Rate of Pay (See Appendix D) for the 2011-12 school year, the BA base shall be reduced by 5.35%, which represents a 1.5% reduction in the salary schedule and 3.85% reduction due to the reduced number of days for the 2011-12 contract from the prior year as set forth in Appendix E. For the 2011-2012 school year Department Heads and Grade Level Chairs' salaries shall be reduced an additional 20% based on the 2010-2011 salary schedule. The reduced salary schedule for the 2011-2012 school year are set forth in Appendix E.
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. For the 2011-12 school year, the BA base shall be reduced by 5.35%, which represents a 1.5% reduction in the salary schedule and 3.85% reduction

due to the reduced number of days for the 2011-12 contract from the prior year as set forth in Appendix E. For the 2011-2012 school year all schedule B (Appendix C) salaries shall be reduced an additional 20% based on the 2010-2011 salary schedule. The reduced salary schedule for the 2011-2012 school year are set forth in Appendix E.

5. International Baccalaureate Coordinators shall oversee the application process of the International Baccalaureate program and other responsibilities assigned by the District pertaining to the program. The coordinators shall not be a supervisor of, or have administrative responsibilities over any other members covered by this Master Agreement.

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

6. Advisors of the Career and Technical Education Student Organizations (CTSO) for the required responsibilities of advisors outside of their contractual teaching hours to be in compliance with the State of Michigan Career and Technical Education requirements of state-approved programs. Career and Technical Education Student Organizations are as follows:

- Business Professionals of America (BPA)- 2 advisors
 - Accounting
 - Business, Management & Administration
- Family, Career & Community Leaders of America (FCCLA)- 2 advisors
 - Child Care Services/Family & Consumer Sciences
 - Teacher Education
- Skills USA- 1 advisors
 - Construction Trades

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

Activity group meetings must occur after instructional time.

7. Teachers who have taught two 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. For the 2011-2012 school year, bargaining unit members will advance to the next full step on the salary schedule at the end of the third marking period and bargaining unit members will receive 25% of the incremental increase for the contract year, as set forth in Appendix E, in a lump sum payment payable the first pay in June.

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.

8. Increments, for completion of additional educational credits, shall 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.
9. In addition to the basic salary as provided in the foregoing, teachers shall be reimbursed for reasonable and necessary transportation expenses incurred in the fulfillment of required school assignments at the rate established by Board of Education Policy for all district personnel. In no event will such rate be less than \$.19 per mile.

ARTICLE 6: TEACHING AND WORKING HOURS

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

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

The schedule of work hours for counselors may be adjusted by the administration with consultation 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 working hours.

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

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

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

- B. 1. The teacher's normal working hours in the elementary schools shall be as follows: 8:25 a.m. to 3:50 p.m.

Such school hours may have to be altered 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.

2. The teacher's teaching hours in the elementary schools shall be 8:50 a.m. – 3:40 p.m.

3. Hours of kindergarten teachers shall be fixed by the building Administrator at the beginning of each semester, but shall in no event be longer than the foregoing.

- C. Unless permission is granted by the building Administrator, teachers shall leave school no earlier than 3:50 p.m. for elementary teachers and 3:00 p.m. for middle and high school

teachers. On the day before a holiday or Fridays the teachers may leave when the students are dismissed, except in emergencies such as inclement weather.

- D. The Board recognizes the principle of the standard forty 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 8 hours annually of meaningful and necessary school improvement meetings and 3 hours annually of faculty meetings and nine (9) hours annually of department/grade level meetings. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building except in case of emergency.

The schedule for professional development must be publicized at least 60 days in advance. In addition to those professional development days scheduled in the school calendar, teachers will be required to attend an additional twelve (12) hours per school year of meaningful and relevant professional development provided by the district. Up to 3 hours of professional development may be scheduled after the work day during the months of October, January, February and April. Monthly professional development may be scheduled as one 3 hour or two 1.5 hour sessions. Professional development may not be scheduled on days before and after scheduled holidays or on Fridays. Exceptions to this provision may be made with agreement of the professional governance council.

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

The district will make reasonable efforts to apply for State Board Continuing Education Units for professional development opportunities. It is understood that the final authority for granting SBCEU's rests with the Michigan Department of Education. If the Michigan Department of Education denies approval for any reason, the District shall bear no liability for said denial. Professional development meetings for which SECEU credits are not provided shall, upon request, become a topic of discussion with the Professional Governance Council.

- E. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes. In an emergency, teachers may volunteer for duty and receive additional compensation as provided in Article 5 Section D.
- F. All teachers will be required to attend one open house each year, of a maximum of two (2) hours in length. In addition, high school teachers will be required to attend Commencement exercises. Attendance at evening meetings, such as PTO, civic affairs and educational meetings shall be at the option of the individual teacher. Teacher participation in extra curricular activities for which no additional compensation is paid shall be voluntary. Mandatory data review meetings will occur three (3) times a year during teacher planning time.
- G. Parent-teacher conferences may be scheduled after the work day, Up to 6 hours for the elementary and middle school and 3 hours for the high schools per school year.
- H. The teacher's work year shall be determined by the calendars included in Appendix B. The calendar shall be mutually agreed to by the parties.
 - 1. Should school be canceled more than thirty (30) hours because of conditions not within the control of school authorities, any hours in excess of thirty (30) shall be rescheduled. The Board reserves the right to reschedule these hours as instruction or in-service hours. The makeup of instructional hours and days shall be undertaken only as necessary for the 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.

I. Instructional Hour Requirements and Parameters

1. The State of Michigan has mandated 1098 instructional hours for school districts and a minimum number of instructional days as required by the State of Michigan.
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 administrator 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 administrator based upon the procedure set forth in Article 10, certification and qualification.
 2. For an elementary assignment (K-5) in Physical Education, Performing Arts, Visual and Graphic Arts, Special Education, World Languages and Global Studies or Technology, it is preferred at the discretion of the district, that the teacher 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 twenty-five 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 building administrator corridor duties.
- D. Teachers may expect reasonable assignment by the building administrator 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 building administrator the rejection at any time of any assigned student teacher with whom they feel they cannot work effectively.
 - 4. No critic teacher may be assigned more than one 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

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

The table listed below provides a historical perspective.

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

For the 2011-2012 school year the maximum class size for secondary students is thirty five (35). Certain activity type classes such as physical education and performing music groups (excepting Middle School general music classes) may be larger. Physical Education classes will not exceed forty-three (43) students. Pool classes within the Physical Education program will not exceed forty (40) students.

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

It is recognized that extenuating circumstances may produce a situation where teacher class size is larger than allowed by contract. Those violations shall be granted after review by the Professional Governance Council on a case by case basis and deviations from contract maximums shall be determined based upon the following factors:

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

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

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

No High School or Middle School teacher of a core-curricular course (Mathematics, Science, Social Studies and English Language Arts) 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

The table listed below provides a historical perspective.

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

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

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

Kindergarten – First	27
Second – Third	30
Fourth – Fifth	32

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

It is recognized that extenuating circumstances may produce a situation where teacher class size is larger than allowed by contract. Those violations shall be granted after review by the Professional Governance Council on a case by case basis and deviations from contract maximums shall be determined based upon the following factors:

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

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

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

3. Special Education

The pupil-teacher ratio for each teacher in special education shall be maintained in accordance with state and federal law as defined in Michigan Administrative Rules of Special Education, April 2009. If an official deviation is granted by the state then a stipend will be paid of \$300 per student in excess of the case load maximum at the end of each semester in which the deviation occurs.

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

- B. The parties recognize that a few children having certain problems requiring special consideration may cause disturbance within the normal classroom procedure. Every effort will be made to place this child in a classroom with reduced 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 building administrator
3. Keep accurate anecdotal records - incident and date
4. Confer with Principal on possible action:
 - a. Discuss problem with parents - anecdote
 - b. Refer to school social worker and/or counselor
 - c. Arrange with principal to confer with:

- (1) Other teachers
- (2) Parents
- (3) Health Center
- (4) Other agencies

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/she is to teach.
 5. College edition dictionary in every classroom, upon request.
 6. Storage space in each classroom for instructional materials.
 7. Attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- H. Wherever possible, within existing facilities, the Board shall make available in each school adequate lunchroom, rest room, and lavatory facilities exclusively for teacher use, and at least one 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.
- Q. The District will make reasonable efforts to apply for State Board Continuing Education Units (SBCEUS) for qualifying professional development activities within the district, including:
 - Professional development activities at which attendance is required by the district.
 - Any qualifying department and school improvement meetings.
 - Teacher mentoring
 - Student teacher mentoring

The district will make reasonable arrangements and provide the necessary processes, documents

and materials for granting SBCEU credit. While the district will attempt to apply for any activities or meetings for which SBCEUS may be granted, it is understood that the final authority for granting SBCEUS rests with the Michigan Department of Education. If the Michigan Department of Education denies approval for any reason, the district shall bear no liability for said denial. Professional development meetings for which SBCEU credits are not provided shall, upon request, become a topic of discussion with the Professional Governance Council.

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 30.
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 building administrator, 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/she 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. THE DISTRICT WILL COMPLY WITH THE FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA) AS AMENDED.

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

- h. Any teacher who is absent because of injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference

between the allowance under the Worker's Compensation Law and his 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.
- K. At the request of the teacher and approved by Administration, sick days may be used for voluntary attendance to a professionally relevant conference, including conferences with alternate funding sources.

2. Personal Leave Days

Two 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. 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.

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

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/she 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/she 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/she is qualified. Should there be no such vacancy existing at the time of the indicated return to service, he/she will be offered the position for which he/she 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.
- C. 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 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. Insurance coverage will remain MESSA Choices II for the duration of this-agreement. Bargaining unit members will pay twenty percent (20%) of the total cost of the premium for the level of coverage provided to the bargaining unit member for payroll deduction through a section 125 premium contribution plan. The employer shall adopt a qualified plan document which complies with section of the internal revenue code.

PLAN A: For employees needing health insurance MESSA Choices II

HEALTH	\$10 OV/\$25 UC/\$50 ER \$200/\$400 Deductible \$10/\$20 Prescription Rider
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 Plan A will select MESSA Plan B plus receive eighty (80%) percent of the MESSA Choices II single subscriber amount less the employer's amount for FICA and less twenty percent (20%) of the total cost of the MESSA single subscriber health rate 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/she is not covered elsewhere by a health care protection plan.

- 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.
- D. 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 at least 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.
- K. To comply with the law, the parties agree to refer the matter of modifying the teacher evaluation system to a joint teacher/administration committee, with equal representation from both parties. Appropriate training in the system will be provided for both teachers and administrators. The intent is to recommend to the Professional Governance Council an evaluation plan specific to Owosso based on the Pathwise evaluation system for adoption. An Evaluation System will be in effect by September 1st, 2011.

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/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the term of this agreement. 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 Date:
more than one grievant): _____

Superintendent's Disposition:

Date:

Association Disposition:

Signature of Superintendent

Date: _____ **Satisfactory** **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 any state or federal mandate that has an adverse impact on any bargaining unit member.

- A. The Owosso Public Schools document Instructional Leadership Council *Handbook* (revised April 2001) will be the controlling document for curriculum development and school improvement in the district.
- B. All subsequent modifications to the document identified in paragraph A. above will be made in consultation with 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 is responsible to provide 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 administrator also when there are changes in his/her address or telephone number.

The teacher reporting unavailability for work shall leave the telephone number and 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.
- F. An emergency manager appointed under The Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in The Local Government and School District Fiscal Accountability Act. This clause is included in this agreement because it is legally required by state law.

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 or a change in programming. 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 an elementary assignment (K-5) in Physical Education, Performing Arts, Visual and Graphic Arts, Special Education, World Languages and Global Studies or Technology, it is preferred at the discretion of the district, that the teacher have an endorsement or certification in the specialty area.
 - b. For any assignment in grades 6, 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 administrator 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

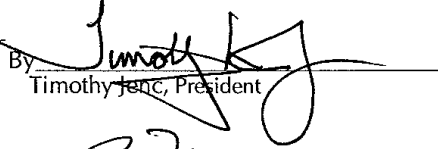
7. The Mentor Teacher will follow the prescribed professional growth activities of the Pathwise program. The Professional Governance Council will determine any modification of programmed activities.
- F. The Pathwise Mentor coordinator will be provided a stipend equivalent to the compensation of a department 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,

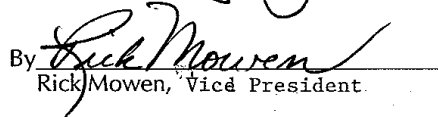
3. Planning and running mentor meetings,
4. Planning and organizing the colloquium at year's end,
5. Is responsible for the Pathwise materials inventory,
6. Is responsible for ordering Pathwise materials,
7. Is Owosso Public Schools' liaison to the Michigan Education Association and Education Testing Service regarding Pathwise, and
8. Is the RESD contact for SB-CEU forms for mentors.

ARTICLE 22: DURATION OF AGREEMENT

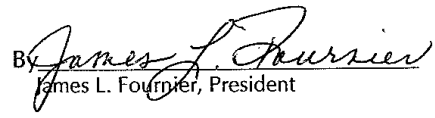
The Agreement shall be effective as of July 1, 2011, and shall continue in effect 12 months, until the 30th day of June, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

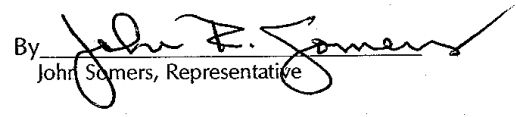
Owosso Board of Education

By 
Timothy Jenc, President

By 
Rick Mowen, Vice President

Owosso Education Association

By 
James L. Fournier, President

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:** _____

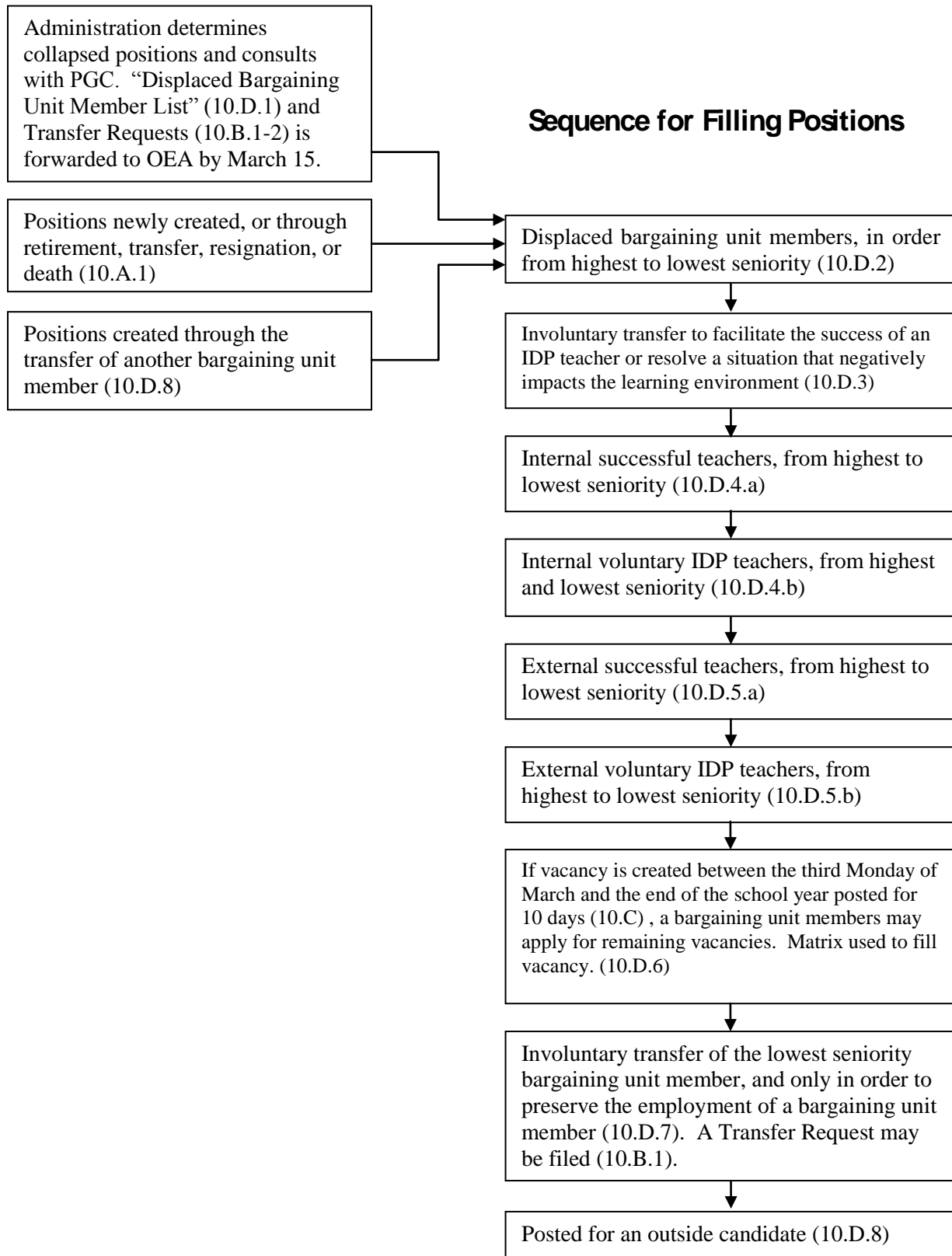
OUTSIDE TEACHING EXPERIENCES: _____

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 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: 2011-2012 School Calendar

	Instructional	Noninstructional	PD	PD	PD Dept.	MS/Elem.	HSs
						Open	Graduation
August	0	0	2		.15		
30 Professional Development							
31 Professional Development							
September	19	1	0		.15	.5	.5
1 Workday: Attendance Optional							
2-5 No School: Labor Day Recess							
6 First full day (all students)							
October	21	0		.5	.15		
November	18	1			.15	.5	.5
4 End of Marking Period							
8 Workday: Attendance Optional							
No School for Students							
23-25 No School: Thanksgiving Recess							
December	14	0					
21-31 No School: Winter Recess							
January	13	0		.5			
2-3 No School							
4 School Resumes							
20 End of First Semester							
First Semester Totals	85	2	2	1	.6	1	1
January	6	1			.15		
23 Workday: Attendance Optional							
No School for Students							
24 Second Semester Begins							
February	19	0		.5	.15		
17-20 No School: Winter Recess							
March	22	0			.15	.5	
23 End of Marking Period							
April	16	0		.5	.15		
2-6 No School: Spring Recess							
9 School Resumes							
May	22	0			.15		.5
28 No School: Memorial Day							
31 Half Day: Last Day for Students							
June	0	1					
1 Workday: Attendance Optional							
Second Semester Totals	85	2		1	.75	.5	.5
	170	4	2	2	1.35	1.5	1.5

End of Marking Periods: November 4, January 20, March 23, May 31

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 10 th	(afternoon 1:00 p.m. – 3:30 p.m.) (evening 5 p.m. – 8 p.m.)
		March 1 st	(afternoon 1:00 p.m. – 3:30 p.m.) (evening 5 p.m. – 8 p.m.)
	High School:	November 10 th	(evening 5 p.m. – 8 p.m.)
	Middle School:	November 10 th	(evening 5 p.m. – 8 p.m.)
		March 1 st	(evening 5 p.m. – 8 p.m.)
	Lincoln:	October 20 th	(evening 5 p.m. – 6:30 p.m.)
		January 25 th	(evening 5 p.m. – 6:30 p.m.)

Grade Level Chair Meetings: The 4th Wednesday of the month, with the following exceptions:
August 30th Secondary Department Head Meeting in place of December meeting
August 31st . Elementary Grade Level Meeting in place of the December meeting
November 16th

Building Dept/Grade Level Meetings will be one hour in length and will include a written agenda, minutes and teacher attendance. Building Dept/Grade Level Meetings count as professional development hours required to meet the mandated instructional hours of the district.

Open Houses:

OHS and LHS:	August 31 st
OMS	August 31 st
Elementary:	August 30 th

For the 2011-2012 school year compensation will be based upon the reduced salary schedules in Appendix E.

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

\$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 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.

CTSO ADVISOR STIPEND**2011-2012**

COMPETITION LEVEL	RATE	STIPEND
REGIONAL/STATE COMPETITION	.0070 OF REDUCED BA BASE	\$262
NATIONAL COMPETITION	.0030 OF REDUCED BA BASE	\$112

Hourly Paid Teachers

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

2010-2011**Hourly Rates****B.A. Base Salary**

	<u>INDEX</u>	<u>\$39,490 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):

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.

APPENDIX E: 2011-2012 Reduced Salary Schedule

BA/MA/BA+35 Index 2011-2012

Yearly Step	B.A. Index	Degree Salary	M.A./B.A. + 35 Index	Degree Salary
1	1.00000	\$37,377	1.06746	\$39,899
2	1.05748	\$39,526	1.13492	\$42,420
3	1.11496	\$41,674	1.20238	\$44,942
4	1.17244	\$43,823	1.26984	\$47,463
5	1.22992	\$45,972	1.33730	\$49,985
6	1.28740	\$48,119	1.40476	\$52,506
7	1.34488	\$50,268	1.47222	\$55,028
8	1.40236	\$52,416	1.53968	\$57,549
9	1.45984	\$54,565	1.60714	\$60,071
10	1.51732	\$56,713	1.67460	\$62,592
11	1.65458	\$61,843	1.83930	\$68,748
		M.A. +15	0.010	\$687
		Specialist	0.023	\$ 1,581
		Doctorate	0.046	\$ 3,162

2010-2011	BA Base \$37,377
	MA/BA Max \$68,748

	Index	Amount
Resignation Incentive Payment	.0150	\$1,031
Longevity after 20 years	.0146	\$546
Longevity after 25 years	.0544	\$2,033

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.

STEP INCREASE

For the 2011-2012 school year, bargaining unit members will advance to the next full step on the salary schedule at the end of the third marking period and bargaining unit members will receive 25% of the incremental increase for the contract year, as set forth in APPENDIX E, in a lump sum payment payable the first pay in June.

Yearly Step	¼ Step Salary BA	Total Degree Salary for year	¼ Step Salary MA	Total Degree Salary for year
	\$0	\$37,377	\$0	\$39,899
2	\$537	\$37,914	\$630	\$40,529
3	\$537	\$40,063	\$630	\$43,050
4	\$537	\$42,211	\$630	\$45,572
5	\$537	\$44,360	\$630	\$48,093
6	\$537	\$46,509	\$630	\$50,615
7	\$537	\$48,656	\$630	\$53,136
8	\$537	\$50,805	\$630	\$55,658
9	\$537	\$52,953	\$630	\$58,179
10	\$537	\$55,102	\$630	\$60,701
11	\$1,283	\$57,996	\$1,539	\$64,131

Department Heads:

Department Heads who direct (including themselves):

2011-2012

High School:	BA Base	Additional 2011-2012 Reduction	
1 & 2 teachers	0.008985	\$71	\$265
3-6 teachers plus Art	0.02697	\$213	\$795
7 or more teachers	0.044955	\$355	\$1,325

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:		Additional 2011-2012 Reduction	
1 & 2 teachers	0.008985	\$71	\$265
3-6 teachers plus Art	0.02697	\$213	\$795
7 or more teachers	0.044955	\$355	\$1,325

Elementary School:

K-5 Grade Level Chairperson & Special Ed Team Leader

Elementary School		Additional 2011-2012 Reduction	
K-6 Grade Level Chairperson	0.044955	\$355	\$1,325
Special Ed Team Leader	0.044955	\$355	\$1,325

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

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

2011-2012

LEVEL	STEP 1		STEP 2		STEP 3	
1	13.80%	\$4,068	15.34%	\$4,522	16.87%	\$4,973
2	11.96%	\$3,526	13.29%	\$3,918	14.62%	\$4,310
3	9.24%	\$2,724	10.23%	\$3,016	11.22%	\$3,308
4	7.41%	\$2,184	8.23%	\$2,426	9.06%	\$2,671
5	5.93%	\$1,748	6.59%	\$1,942	7.24%	\$2,134
6	3.68%	\$1,085	4.09%	\$1,206	4.50%	\$1,327
7					3.00%	\$885
8					1.00%	\$295

Hourly Paid Teachers

Appendix F

CTE Advisor

Stipend Request Form

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

2011-2012

Hourly Rates

B.A. Base Salary

	<u>INDEX</u>	<u>SALARY</u>
Extra duty class coverage for all teachers	0.000466	\$17.42
Voluntary noon supervision	0.000317	\$11.85
Drivers Education (K-12 enrolled students)	0.000734	\$27.44
High School completion instructors	0.000737	\$27.54
Summer school instructors	0.000734	\$27.44
Extra-Curricular (School Sponsored) Activities:		
Less than 2 hr. minimum rates	0.000591	\$22.09
Hourly rate 2 hrs. and beyond	0.000395	\$14.77
Ticket sellers		
Ticket takers		
Supervision of students		
Public address announcer		
Score board operator		
Timekeeper		
Chaperones on bus		
Photographer		
Scorer		
IEPC Meetings	0.000734	\$27.44

To Be Completed by Teacher Requesting Payment

Advisor Name: _____

Class: _____

Student Organization: _____

BPA: _____

FCCLA: _____

Skills USA: _____

*Payment Request For: _____

_____ Regional/State
Competition

2011-2012

\$262

Place of Competition

_____ National Competition

2011-2012

\$112

Place of Competition

*Attachments required for requested payment at each level

1. List of student participants
2. Competition results

To Be Completed by Administration

_____ Owosso High School Administrator

Date: _____

_____ Superintendent

Date: _____

Approved _____

Not Approved _____

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.
