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6/30/2001

**OWOSSO BOARD OF EDUCATION
&
OWOSSO EDUCATION
ASSOCIATION**

July 1, 1997 to June 30, 2001

OWOSSO PUBLIC SCHOOLS

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AGREEMENT
between the
OWOSSO BOARD OF EDUCATION
and the
OWOSSO EDUCATION ASSOCIATION
COVERING THE PERIOD
from July 1, 1997 to June 30, 2001

AGREEMENT

This Agreement entered into this 12th day of May, 1997, 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

W HEREAS 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

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

W HEREAS 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

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

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

ARTICLE 1 RECOGNITION

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

contracted substitute teachers, guidance counselors, librarians, school psychologists and school social workers, speech and hearing teachers, advisory or critic teachers, teachers of the homebound or hospitalized, employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical 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.

Teachers employed temporarily for less than a full school year to fill teaching vacancies or temporary openings will receive a "letter of employment" from the District no later than for fortieth (40) work day of employment in the same position. Such "temporary" teachers shall be considered part of the bargaining unit during their period of interim employment as distinguished from any other "substitute" teachers who are not part of the bargaining unit. As members of the bargaining unit, temporary teachers will receive all benefits and be governed by all provisions of the Master Contract, with the following modifications.

1. The compensation for the first forty (40) work days will be at the District established substitute teacher rate. Commencing with the forty-first (41) work day, the temporary teacher will be paid at the BA base rate.
2. For the first twenty (20) days temporary teachers shall be allowed one (1) sick leave day which will not accumulate and will not be transferable. (Teachers will not receive more than twelve (12) sick leave days during the school year.)
3. Personal business days will not be allowed during the first sixty (60) day period of employment.
4. Insurance benefits as provided in the Master Contract shall not be available during the first sixty (60) work days of employment and will cease the last day of the month in which termination occurs.
5. The layoff and recall provisions of the Master Contract shall not apply and the temporary teacher shall have no expectancy of continued employment.

In the event a temporary teacher is later hired as a regular teacher, the time employed as a temporary teacher shall not be counted for purposes of experience credit on the salary schedule nor seniority credit.

Beginning with the sixty-first (61) day of employment, all provisions of the Master Contract will be available except the temporary teacher shall have no right to continued employment or recall rights at the end of his temporary employment unless required by law.

The Board will provide every Temporary Teacher with a copy of the Master Contract. The Board shall also provide notification to the Association Secretary of the employment of a Temporary Teacher.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- C. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- D. The Board shall recognize the OEA as the exclusive bargaining representative for the following positions: driver education instructors (for K-12 enrolled students); high school completion instructors and summer school instructors; and agrees to negotiate salaries for employees in the above positions.
- E. For the purposes of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those granted under the Constitution of the United States and the Constitution of the State of Michigan.
- G. After consultation with the Owosso Education Association, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans with Disabilities Act (ADA).

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 nine (9) 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 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 Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation board, or a mediator from such public agency as pertains to Act 379.
- C. The Association and its members shall continue to have the right to use school facilities at reasonable hours for meetings for the purpose of conducting necessary Association business as in the past. Arrangements shall be made with the Principal of the building in question in advance of the time and place of all such meetings. The Association shall provide all materials and supplies incident to such use.

1. The Association shall have the right to place notices, circulars, and other material on a designated bulletin board and in teachers' mail boxes. Copies of all such material shall be given to the building principal, but his advance approval shall not be required.
 2. The Association may have reasonable use of the school mail and delivery services.
 3. The Association may use the public address system of a building to announce the time of meetings at the time regular building announcements are read. Special announcements must be scheduled before classes are in session or after they have been dismissed.
- D. The Board agrees to furnish to the Association officers and/or designated representatives in response to reasonable requests from time to time all records concerning the financial resources of the district, tentative budgetary requirements, and allocations and such other information as legally would be available to the Association.

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

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

ARTICLE 4 PROFESSIONAL COMPENSATION

- A. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined by Article 5.
- B. The salaries of teachers covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement.
- C. Extra Duty Class Coverage:

Secondary Teachers

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

Elementary Teachers

In cases where a special education teacher's absence is to be 1/2 day or more, and a qualified substitute is not available, another special education teacher may be asked by the building principal to provide extra duty class coverage. Teachers will be provided additional compensation per attached schedule if the class size exceeds maximum special education limits for respective classes.

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

D. Hourly Paid Teachers

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

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

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

- E. In the event the Association and the Board mutually agree that a teacher shall be engaged during the school day in negotiating in behalf of the Association with any representative of the Board or shall participate in any professional grievance negotiation, he shall be released from regular duties without loss of salary.
- F. Teachers shall receive their paychecks every other Friday or the day before a holiday if such a day interferes with the regular pay schedule. Upon initial employment teachers shall select in writing to receive their salary on a ten (10) month, twelve (12) month, or twelve (12) month basis with a lump sum payment of the remaining salary at the close of the school 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 nine (9). The Association shall assume the cost of substitute teachers beyond the fifth (5) day. 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 building principal no less than forty-eight (48) hours of the date for intended use of said leave.
- 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. Special Education teachers employed for the 1974-75 school year shall continue to receive three hundred (\$300) per year over and above the basic teacher salary schedule. However, should such teachers terminate their employment or transfer out of that specific teaching category, said teachers and/or their replacements, if any, shall be paid in accordance with the basic teacher salary schedule as contained in the Contract Agreement. Any teacher employed subsequent to the year 1974-75 as a Special Education teacher shall be paid in accordance with the basic salary schedule.
- 2. All teachers employed with the district for over twenty-five (25) years shall receive \$1,350 per year over and above the basic teacher salary schedule.

3. Department Heads Rate of Pay (See Appendix D)

4. Graduate Hours

Effective with the 1975-76 Contract Agreement, teachers with a permanent certificate with less than 19 semester hours credit but more than 10 semester hours credit shall receive ten (\$10) dollars per semester hour for the hours between 10 and 19.

Teachers with either a permanent certificate or a continuing certificate with more than 18 semester hours credit will receive \$80 and then will receive twenty (\$20) dollars per semester hour for all semester hours over eighteen (18) hours with a total maximum payment of three hundred twenty (\$320) dollars.

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.

5. Special work area schedule attached (athletics, music, etc.). Attached as Appendix C.

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

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

7. Increments become effective the beginning day of each school year and advancement under the salary schedule shall be automatic as of that day or the beginning of the second semester following completion of required academic or professional courses.

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

ARTICLE 5 TEACHING HOURS

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

| | |
|-------------|----------------------|
| High School | 7:45 a.m.- 3:00 p.m. |
| Junior High | 7:45 a.m.- 3:00 p.m. |

The foregoing hours shall apply to every school day except for the day before a holiday and Fridays when the teachers may leave when the students are dismissed. The schedule of work hours for counselors may be adjusted by the administration with consultation prior to the first Friday of the school year with the counselor(s). The hours may be adjusted by up to one hour per day between the hours of 7:30 a.m. and 4:30 p.m. with the total time not exceeding the teacher's normal teaching hours.

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

B. The teacher's normal teaching hours in the elementary schools shall be as follows: 8:50 a.m. to 3:45 p.m.

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

1. Teachers in the elementary grades report for teaching duties no later than 8:50 a.m.
2. Elementary teachers shall return to their classrooms before classes begin for the afternoon session.
3. Unless permission is granted by the Principal, teachers shall leave school no earlier than 3:45 p.m. On the day before a holiday or Fridays the teachers may leave when the students are dismissed, except in emergencies such as inclement weather.
4. Hours of kindergarten teachers shall be fixed by the Principal at the beginning of each semester, but shall in no event be longer than the foregoing.

C. The Board recognizes the principle of the standard forty hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within a standard work

week. Teachers may be required to attend a maximum of two (2) meaningful and necessary faculty meetings each month lasting up to one hour each. The Board will not require teachers regularly to work in excess of such standard work week within or outside of the school building except in case of emergency.

- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes. In an emergency teachers may volunteer for duty and receive additional compensation as provided in Article 4 Section D. Arrangements for noon supervisors shall be completed by the fourth week of the school year.
- E. Attendance at evening meetings, such as PTO, civic affairs and educational meetings shall be at the option of the individual teacher.
- F. Teacher participation in extra curricular activities for which no additional compensation is paid shall be voluntary.
- G. Parent-teacher conferences may be scheduled during the evening twice a year. Teachers will be required to attend these scheduled conferences and will be released on a district-wide basis from one-half (1/2) day instruction for each such attendance.
- 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 two days because of conditions not within the control of school authorities, any day(s) in excess of two shall be rescheduled. The Board reserves the right to reschedule these days as instruction or inservice days. The makeup of instructional days shall be undertaken only as necessary for the school district to have 180 instruction days and the equivalent of any scheduled inservice days.

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 Aide 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.

2.
 - 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 two (2) days, it is agreed that for these specific days bargaining unit members shall be excused from reporting to duty without loss of pay. These specific days 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.

The Owosso School Board agrees to indemnify and save harmless the Association from any and all costs, attorney fees, charges, or liability

arising from, touching upon, or otherwise concerning, Article 5, Section I.(6) of the Master Agreement. It is expressly understood that the School District should be responsible for assuming any and all costs, including attorney fees, involved in defending any claim or charges, regarding a complaint filed concerning or touching upon Article 5, Section I.(6).

7. Any decision to cancel days, or delay the starting time, shall not be grievable.

I. Instructional Hour Requirements and Parameters

- A. The State of Michigan has mandated the following number of instructional hours for school districts:

- For the 1997-98 school year, 1041 hours
- For the 1998-99 school year, 1047 hours
- For the 1999-00 school year, 1098 hours
- For the 2000-01 school year, 1104 hours

- B. 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:

1. No additional days will be added to the calendar to accommodate the need for an increase in instructional minutes during the duration of this agreement.
2. No additional minutes will be added to the elementary teacher work day to accommodate the need for an increase in instructional minutes during the duration of this agreement.
3. If it should become necessary to add minutes to the elementary and/or secondary student day to comply with state instructional hour requirements during the third and/or fourth year of this agreement, such additions will be made in consultation with the Association.
4. The administration reserves the right to assign elementary specialist teachers, increase or decrease the number of specialists teachers, schedule recess periods, and arrange classroom teacher schedules consistent with the parameters cited above in order to comply with State instructional hour requirements.
5. 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 6 TEACHER QUALIFICATIONS

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.

A. HIGH SCHOOL

Upon initial employment, high school teachers must also meet North Central Association requirements.

B. JUNIOR HIGH SCHOOL

Upon initial employment junior high school teachers must possess State of Michigan certification/endorsement in each subject area to which they are assigned. In the assignment of junior high teachers with broad certification (i.e. "all subjects grades 7 & 8"), or in subjects not covered under the State's certification code, the principal may consider the following criteria:

- Certification--possesses the equivalent of a subject area minor (15-20 semester hours)
- Qualification--a concentration of at least nine (9) semester hours in the subject area (9-12 semester hours)
- Capability--a history of successful teaching experience in the subject area
- Interest--the willingness of the teacher to accept the assignment

C. ELEMENTARY SCHOOLS

For an elementary assignment (K-6) in Physical Education, Vocal Music, Instrumental Music, Art or Special Education, the teacher must have an endorsement in the specialty area.

- D. Teachers with special certificates will be employed only in cases of absolute necessity or where the teacher has outstanding credentials.
- E. An attempt will be made at all times to secure per diem appointees with the highest State Board certification.
- F. The building principal will notify the Association representative of new teachers.

ARTICLE 7 TEACHING LOADS AND ASSIGNMENTS

- A. The normal weekly teaching load in the Senior High School will be twenty-five teaching hours and five unassigned preparation periods. The normal

weekly teaching load in the Junior High 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. 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. Elementary Planning Periods

Beginning in the 1994-95 school year each general education elementary teacher will be provided with 45-60 minutes of planning time a day for four days a week.

- C. 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.
- D. Teachers will assume responsibility for hall conduct for the area adjacent to their rooms and may expect reasonable assignment by the principal to corridor duties.
- E. Teachers may expect reasonable assignment by the principal to school related activities carried on within the school day.
- F. The Board and the Association recognize that the education of the children of the Owosso School District is their primary responsibility. The Board and the Association recognize that they also have a responsibility to assist in the training of future teachers. The Board, therefore, agrees to the following practices as regards student or practice teachers.
 - 1. No teacher shall be assigned a student teacher against his wishes.
 - 2. Probationary teachers may not be used as critic or supervisory teachers.
 - 3. Critic or supervising teachers shall have the right to recommend to the principal the rejection at any time of any assigned student teacher with whom they feel they cannot work effectively.
 - 4. No critic teacher may be assigned more than one student teacher for a given time period in academic classes unless the critic teacher agrees to the multiple assignment.

5. Critic teachers will receive the current rate of compensation paid by the universities.
6. Student teachers will not be used as substitute teachers outside their student teaching assignments.

ARTICLE 8 TEACHING CONDITIONS

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

A. PROGRAM LEVELS

1. Secondary Schools

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible. The Board recognizes, that in general, academic class size at the Junior High and Senior High levels should not exceed thirty (30) to thirty-five (35) students, and will make every reasonable effort to schedule classes smaller than thirty-five (35) in number, especially in those areas where available space, equipment, number of work stations or special nature of the class makes smaller classes mandatory or desirable. Certain activity type classes such as physical education, and performing music groups (excepting Junior High general music classes) may be larger.

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

Physical Education classes and high school study halls will not exceed forty-six (46) students.

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

2. Elementary Schools

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

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

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

The average size of all K-6 classes in the Owosso Public Schools will not exceed 28.5.

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

| | |
|----------------|----|
| Kindergarten | 29 |
| First - Third | 29 |
| Fourth - Sixth | 32 |

Such class size maximums may be exceeded for just cause in extenuating circumstances which will be reviewed with representatives of the OEA within five (5) days. When class size reaches the level of thirty (30) in Grade K, Grades 1, 2, and 3, and thirty-three (33) in Grades, 4, 5, and 6, the Board will provide with the consent of the teacher, a teacher aide for said classroom for one (1) hour per day until the classroom size is reduced to the above stated maximum. The Board shall have ten (10) school days to employ said aide. If the maximum sizes of 31-30-33 respectively, cannot be reduced by the termination of the semester in which the situation develops, the Board agrees to provide the teacher with an additional one (1) hour of teacher aide assistance. The above becomes effective after the 6th Friday of each school year. However, the transfer of students to achieve numerical balance will not be considered after the 6th Friday due to the resulting disruption of individual student programs.

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

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

3. Special Education

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

- a. Every effort will be made to schedule IEPC meetings within the school day. If a substitute is provided, it shall be mandatory that each teacher invited will attend the IEPC meeting.
 - b. Should it be impossible to schedule the IEPC meeting during school hours, it will be scheduled as soon after the end of the school day as possible. All invited teachers will attend these IEPC meetings. After attending four (4) after school IEPC meetings, teachers will be paid the IEPC hourly rate for their time at subsequent after school IPEC meetings.
 - c. A special education student assigned to a teacher consultant, categorical, or resource room program will count as 1.5 students toward the maximum total general education class size.
 - d. Building administrators will arrange the release of elementary special education teachers two (2) days per month for planning purposes.
 - e. A district special education handbook will be developed and provided to each staff member.
- B. The parties recognize that a few children having certain problems requiring special consideration may cause disturbance within the normal classroom procedure. Every effort will be made to place this child in a classroom with reduced pupil load. Should it become evident that a given child becomes increasingly difficult to teach without being detrimental to the rest of the

pupils, the following procedure should be observed for the most successful method of dealing with the problem.

Procedure for Dealing With Problem Children

1. Recognize problem
2. Discuss with Principal
3. Keep accurate anecdotal records - incident and date
4. Confer with Principal on possible action:
 - a. Discuss problem with parents - anecdote
 - b. Refer to school social worker and/or counselor
 - c. Arrange with principal to confer with:
 - (1) Other teachers
 - (2) Parents
 - (3) Health Center
 - (4) Other agencies

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

- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, music equipment and supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession.

Staff recommendations regarding the purchasing of teaching supplies and equipment, capital outlay items, and maintenance of equipment and buildings will continue to be sought by the Board.

- D. The Board will continue to provide aides, where possible and within the budget to assist teachers in non-professional responsibilities.

One (1) additional aide for instructional purposes will be provided for each elementary principal for a total of six (6).

- 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. Such

equipment may consist of centralized high-volume copy centers, medium/low volume photocopiers in each building for emergency and low-volume copying (i.e.: 50 copies or less per day, per teacher), fax machines at each building, as well as computer terminals dedicated for teacher use.

- G. As in the past, the Board shall provide through the budgetary process:
1. A separate desk for each teacher in the district. Lockable space upon request.
 2. Space for each teacher to store coats, overshoes, and personal articles.
 3. Chalkboard and bulletin board space in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 5. College edition dictionary in every classroom, upon request.
 6. Storage space in each classroom for instructional materials.
 7. Attendance books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- H. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- I. 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.
- J. By August of 1999, 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.
- K. 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.
- L. 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.
- M. 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.

- N. 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.
- O. 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 which 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.

ARTICLE 9 VACANCIES-TRANSFERS-PROMOTIONS

A. Definitions: For the purpose of this Article:

1. Vacancy: shall be defined as a position within the bargaining unit presently unfilled, including newly created positions. A vacancy shall not exist when there is a teacher on layoff status or displaced who is certified and qualified as defined in Article 6 to fill the available position.
2. Transfer: shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit.
3. Promotion: shall mean placement within a supervisory or administrative position which directly supervises bargaining unit members.

B. On the first Monday in June the Board of Education shall post on a designated bulletin board in each school building, along with a copy to the Association, a list of positions known to be vacant for the forthcoming school year. The Board shall also post in the same manner newly created positions for the forthcoming school year, as well as positions that were filled during the current school year on a temporary basis. Teachers actively

employed, as well as teachers anticipating return from leave in September, may apply for said positions by submitting a written application (See Appendix A. Teaching Assignment/Transfer Request Form) to the Personnel Office. Positions as above described shall be posted at least ten (10) calendar days prior to being filled.

C.

1. Teacher vacancies occurring through transfers or newly established positions will be first filled by interested teachers within the building in which the vacancy exists. The principal 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.

After all vacancies have been filled by existing teachers within the individual building, the remaining vacancies will be posted for any district-wide bargaining unit member and filled on the basis of seniority, certification, and qualification. (A candidate will not be considered eligible if they do not possess the qualifications specified under Article 6).

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 as set forth in Section B. after the close of school, shall not require posting. Newly created positions established during the summer recess shall be posted.

Any teacher interested in a change in position shall annually submit in writing (See Appendix A.) to the Deputy Superintendent, anytime prior to the conclusion of the school year, a request of desired subject area(s) for the high school and junior high or grade level(s) and/or building(s) for the elementary schools to which the teacher would accept a transfer. A list of all transfer requests shall be forwarded to the Association as soon as feasible after the close of school.

During the summer recess transfer requests for such vacant positions that may occur after the close of school or are created through a teacher's transfer to another position will be first filled by interested candidates within the individual building and secondly by only those interested teachers who have submitted a Teaching Assignment/Transfer Request Form prior to the close of school. Non bargaining unit candidates will only be considered after all interested bargaining unit teachers have declined consideration for a transfer.

2. If a vacancy occurs or a bargaining unit position is created after the first day of a new school year but prior to the fourth Friday, the position will be filled with a fully contracted teacher. If the position is not posted at that time, it will be posted at the end of the school year on the first Monday in June in accordance with Section B. of this Article.

Any half-time teacher will be eligible to transfer to such a vacancy or new position, if it is a full time position.

3. If a vacancy occurs or a bargaining unit position is created after the fourth Friday of a new school year, the Board will determine whether to post the position or fill it with a temporary teacher. If the position is filled with a temporary teacher, the position will be posted at the end of the school year on the First Monday in June in accordance with Section B. of this Article.
- D. After all internal building transfers have been confirmed, a building level team composed of voluntary representatives of the building teaching staff will serve as an advisory committee to the building principal. The committee will participate with the building principal (or designee) in the interview process and recommend at least two (2) finalists (whenever possible) to the building principal for each vacancy. The building principal will recommend a finalist to the Deputy Superintendent for employment or transfer.

In filling a vacancy, the building level team will 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. Bargaining unit members requesting a transfer into a different building will be selected by seniority and must possess appropriate certification and qualifications for the position.

- E. Involuntary transfers shall be minimized and avoided whenever possible.
- F. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE 10 LEAVES OF ABSENCE

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:

- ◆ 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.

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 step child, legal ward, or a child of a person standing in loco parentis.

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

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

A. 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 business days, if available, may be used per school year for a death. The teacher may use the above days to attend the funeral of any person.
- e. Sick leave days will not be charged against the teacher's allowance for days in which school is not in session.
- f. When a teacher wishes to be absent from school and there is not a definite time conflict with school assignments, such absence, if it has the approval of the building principal or the Board's designate does not result in deduction in salary. The loss of sick leave is determined on the merits of the individual case. Decisions on those individual cases will be available to the Association upon request.
- g. Leave days shall accumulate to 180 days with all unused leave carried over and each employee shall be credited for the number of days accumulated under the previous policy. Accumulated leave shall be for personal illness or disability except in extreme hardship cases

where upon written application exceptions may be granted at the discretion of the Board of Education.

Those accumulated sick leave days beyond 120 days may only be utilized in cases of the serious health condition of the employee.

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

Individual employees will be notified annually of the number of days accumulated in excess of 120 days.

- 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.

2. PERSONAL BUSINESS DAYS

Personal Business Days are a privilege and as such are subject to the ethical standards of the teaching profession. The parties agree that the purpose of personal business days is to provide teachers with time to conduct business that cannot otherwise be conducted or scheduled at another time. Personal business is further defined as emergency situations of a medical, legal, family, or business nature not covered under other sections of the contract. A teacher taking a personal business 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 business days shall not be authorized for use of conference attendance at union workshops, nor 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).

Two (2) unused personal business days shall accumulate as additional sick leave days each year. At the discretion of the Deputy Superintendent, personal business days may be canceled if the number of request for any one day jeopardizes the orderly conduct of the instructional program.

3. EMERGENCY PERSONAL BUSINESS DAY BANK

A personal business day bank will be created by the deposit of unused personal business days from bargaining unit members. Emergency personal business days will be available through the bank to depositors only. Determination and qualification for use of emergency personal business days will be determined by the Deputy Superintendent or his designee.

- a. Donation of days may be made at any time a bargaining unit member wishes to make a donation.
- b. The maximum number of emergency personal business days that can be borrowed in a school year is three (3).
- c. Borrowed days must be paid back in the three years following the year they were borrowed. Payback must be at a minimum of one (1) day per year.

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 as a witness in any case connected with the teacher's employment or the school. 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.

B. Unpaid Leave

1. Any teacher whose personal illness or serious health condition extends beyond the period compensated under Section A 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. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, depending upon whether he is able to perform his former duties and depending upon the availability of the position.
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.
 - a. Leave for illness of long duration will be granted upon the recommendation of a physician's statement certifying to the inability of the teacher to continue the position.
 - b. Upon receipt of a written request to return to his former position, the Board of Education may require such person to submit to an examination by a physician designated by the Owosso Board of Education. Such requested examination expense shall be paid by the Board of Education.
 - c. A notice of intent to return must be given at least ninety (90) days prior to expiration of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic. He shall be notified fifteen (15) days in advance of the ninety (90) day period regarding this policy. Upon acceptance of his application for return to position, said teacher shall be assigned to the same position or to one for which he is qualified. Should there be no such vacancy existing at

the time of the indicated return to service, he will be offered the position for which he is qualified.

9. Miscellaneous provisions regarding absence:

- a. The Board of Education may request evidence in the form of a Doctor's certificate from a teacher absent because of illness.
- b. The Superintendent shall certify as to the legitimacy of a claim for compensation for absence under the term of this agreement.

C. Maternity

The Board shall grant to any female teacher a leave of absence for the purpose of childbirth. Such leave shall commence when written notification is received from the respective teacher's physician stating she is no longer able to adequately perform the duties to which she is regularly assigned. Such leave shall last, after the termination of pregnancy, until such time as, in the opinion of her physician, she is able to adequately resume the duties to which she is regularly assigned.

In the case of any dispute as to whether a teacher, under this provision, is able to adequately perform the duties to which she is regularly assigned, the physician who has treated the teacher through her pregnancy shall make the final and binding determination.

1. The reinstatement shall be to the teacher's former position or vacancy for which she is certified and qualified.
2. The teacher may use all or any portion of her individual accumulated leave days provided under Section A. for maternity purposes, miscarriage, childbirth and recovery. The utilization of such leave days may begin upon certification of her physician for a leave of absence for such pregnancy, miscarriage, or childbirth, and shall continue up to and including certification from her physician to return to employment.
3. A teacher on maternity leave shall be treated on the same terms and conditions as are applied to teachers on leave pursuant to the Master Contract and Section A., including those terms and conditions involving commencement and duration of leave, accrual of seniority, continuance of insurance programs as contained in the Master Contract.

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 which 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 School Code of 1976, 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 11 TERMINAL LEAVE

1. A teacher in the school district shall be eligible for terminal leave pay on the following basis:
 - \$150 following 10 years' service in Owosso Public Schools
 - \$200 following 15 years' service in Owosso Public Schools
 - \$250 following 20 years' service in Owosso Public Schools
 - \$300 following 25 years' service in Owosso Public Schools
 - \$350 following 30 years' service in Owosso Public Schools
2. Payment of ten dollars (\$10) for each day of accumulated sick leave up to a maximum of 100 days.

3. It is further agreed that teachers will be eligible for such amounts in 1. and 2. 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 15.

ARTICLE 12 INSURANCE PROTECTION

Pursuant to the authority set forth in Section 1255 of the School Code of 1976, as amended, the Board agrees to furnish to teachers the following insurance protection:

- A. The Board shall provide without cost to the bargaining unit member MESSAPAK for a full twelve (12) month period for the bargaining unit member and his/her dependents. The Employer shall sign an Employer participation agreement.

Plan A: For employees needing health insurance Super Care I

| | |
|----------------------|---|
| Long Term Disability | 60% |
| | \$3,000 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: \$1,500 with adult ortho |
| | Class 1 and 2 at \$1,500 |
| Negotiated Life | \$30,000 AD&D |
| Vision | VSP-2 |

Plan B: For employees not needing health insurance

| | |
|----------------------|---|
| Long Term Disability | 60% |
| | \$3,000 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: \$1,500 with adult ortho |
| | Class 1 and 2 at \$1,500 |
| Negotiated Life | \$30,000 AD&D |
| Vision | VSP-2 |

Bargaining unit members not electing MESSA-PAK Plan A will select MESSA-PAK Plan B plus receive eighty (80%) percent of the MESSA Super Care I single subscriber amount 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:

- a. Instructors authorized to work for a minimum of thirty-five (35) hours per week will receive fully paid health insurance provided other regular teachers.
- b. 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.
- c. Summer school instructors, if eligible, will receive health insurance benefits as provided in a. and b. above only during the actual months of employment.

The employee will be provided the above listed insurance coverage if he is not covered elsewhere by a health care protection plan equivalent to MESSA Super Care I.

For MESSA Super Care I subscribers, the Board will pay the single person and family deductibles. The employee can present his receipts for these deductibles at the end of each of the first and second semesters, with full rights of confidentiality concerning the type of medical care obtained.

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

termination of employment occurs if such termination is before the end of the regular school year.

ARTICLE 13 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 working 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 feedback session held not later than 48 hours (two (2) working days) following the observation. If a need for improvement is identified by the administrator during his/her observation, the teacher will be provided with written notice using the individualized employee development plan format. Written feedback is not a requirement if need for improvements is not identified.

Each teacher will be provided a means to assess the administrators' process in conducting the evaluation during the year in which they are evaluated.

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), 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 every other year.

No later than sixty (60) days prior to the end of the fiscal year (June 30), each evaluated tenured teacher will undergo an annual year-end performance

evaluation. 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.
- 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 Deputy Superintendent.
- 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 or deprived of any professional advantage without just cause. In the matter of contract renewal, Article II of the Tenure Act shall apply to probationary teachers.

ARTICLE 14 PROTECTION OF TEACHERS

(As Related to School Activities)

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers 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.

ARTICLE 15 PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misrepresentation or misapplication of any provision of this 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 placing of a non-tenure teacher on a third year of probation.
3. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.

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.
- 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. 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 Level Two.

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.

Level Four - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made, the grievance may be submitted to arbitration before an impartial arbitrator within forty (40) days. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the

Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to or subtract from the term of this agreement. Both parties agree to be bound by the award of the arbitrator.

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

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

**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 therefrom in this or any other state of the professional grievance procedure, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE: _____

Article Violated: _____

REMEDY REQUESTED: _____

Approval for processing: _____

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

Date: _____

Superintendent's Disposition: _____

Date: _____

Association Disposition: _____

Signature of Superintendent _____

Date: _____

Satisfactory: _____

Unsatisfactory: _____

ARTICLE 16 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.

- A. The Owosso Public Schools document *District Wide School Improvement Council Handbook* (revised August 1997), 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 17 NEGOTIATION PROCEDURES

- A. It is contemplated that 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. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

The Board and/or their representatives, and the OEA officers and/or their representatives agree to meet the first week in October and at least once every sixty (60) days thereafter to discuss the application of the Master Agreement, unless both parties mutually agree that said meeting is unnecessary.

- 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 State Labor Mediation Board.

ARTICLE 18 MISCELLANEOUS PROVISIONS

The Board attempts to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Teachers will maintain at all times with the Superintendent of Schools, their current correct address and telephone number. During the school year, the teacher should make every effort to notify the building principal also when there are changes in his address or telephone number.

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

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.

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.

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.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the

extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 19 REDUCTION OF PERSONNEL AND REHIRING PROCEDURES

- A. No teacher shall be discharged or laid off prior to a necessary reduction in personnel due to a reduction in revenue or a reduction of students. The decision as to the existence of cause for necessary reduction in personnel may be the subject of a grievance.
- B. In the event of a reduction of personnel, a statement of anticipated personnel changes will be delivered to the Association President as soon as the Superintendent or his designee has such information.
- C. The term seniority, as hereinafter used, shall be length of continuous service with the Owosso Board of Education. Seniority begins when an employee commences work under an individual contract.

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

- D. The order of reduction shall be:

- 1. Temporary teachers.
- 2. Probationary teachers according to qualifications and certification.
- 3. Tenure teachers shall be laid off only after all probationary teachers have been laid off, except where there is no tenure teacher certified and qualified to teach in an established position held by a certified probationary teacher. Such layoff will be according to qualification, certification and seniority.

- E. The order of recall shall be:

- 1. Assignment to available positions will be made on the basis of tenure status (as a classroom teacher or in a non-classroom assignment), certification (including required endorsements), qualification, and seniority. Tenure status shall prevail over non-tenure status. Greater seniority shall prevail over less seniority among tenured teachers who are certified and qualified for the position.

2. Qualification shall be determined as follows, except for one period per day which may be assigned by the administration without compliance with these requirements:

a. For any kindergarten through 6th grade assignment in art, vocal music, instrumental music, special education, or physical education the teacher must have an endorsement in the specialty area.

b. For any assignment in grades 7 and 8 the teacher must have, before initial placement in the subject, one of the following:

(1) Qualifications as specified under Article 6, Section B. Junior High 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 North Central requirements.

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.
- 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 15 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 20 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.

- 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 three Administration representatives to include one elementary principal, one secondary principal and the director of curriculum and instruction and three Owosso Education Association members to be appointed by the Association. The superintendent or deputy 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
 - b. minimum of five years of classroom teaching experience
 - c. 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)
 - d. classroom teachers will be matched to classroom teachers
 - e. same building.

E. Regarding appointment, the following will apply:

1. All appointments as Mentor Teachers will be voluntary.
2. Appointment will be for three (3) years unless either party requests a change through their building principal or the Selection Committee decides it's in the best interests of the parties.
3. Mentor Teachers will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
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. Suggested standards for release time will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to a half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
6. Mentor Teachers may be paid up to a maximum of \$1500 each year per probationary teacher, based upon an hourly rate of \$40. Compensation will be paid to the Mentor Teacher at the end of the first semester and at the end of the second semester as determined from the Monthly Log of Weekly Meetings.
7. It is recommended, at a minimum, that the Mentor Teacher meets with the new teacher in one (1) hour sessions each week within the following schedule:

During the first year: the Mentor Teacher is encouraged to meet with the new teacher at least 40 hours.

During the second year: the Mentor Teacher is expected to meet with the new teacher a minimum of 20 hours.

During the third year: the Mentor Teacher is expected to meet with the new teacher a minimum of ten (10) hours.

ARTICLE 21 DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 1997, and shall continue in effect 48 months, until the 30th day of June, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Owosso Education Association

Owosso Board of Education

By _____
President

By _____
President

By _____
Representative

By _____
Trustee

APPENDIX A TEACHING ASSIGNMENT/TRANSFER REQUEST FORM

NAME: _____

DATE: _____

PRESENT POSITION: _____
(Grade and/or Subject)

BLDG: _____

Home Phone: _____

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

1. Building Assignment:
2. Grade Assignment
3. Subject Area(s)

| First Choice | Second Choice | Third Choice |
|--------------|---------------|--------------|
| | | |
| | | |
| | | |

PRESENT CERTIFICATION: _____

DEGREE HELD _____

Teaching Major(s)

| | |
|----|----|
| 1. | 2. |
|----|----|

Teaching Minor(s)

| | |
|----|----|
| 1. | 2. |
|----|----|

Endorsements (If any): _____

YEARS TAUGHT IN OWOSSO PUBLIC SCHOOLS: _____

OUTSIDE TEACHING EXPERIENCES: _____

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

Signature: _____

APPENDIX B SCHOOL CALENDARS

1997-98 SCHOOL CALENDAR

| | | Instructional Days | Noninstruc- tional Days | Professional Devel. Days |
|-------------------------------|---------------------------------|-----------------------|----------------------------|-----------------------------|
| August | | | | |
| 20-22 | Professional Development ** | 4 | 1 | 3 |
| 25 | Staff meetings | | | |
| 26 | First full day (all students) | | | |
| September | | | | |
| 1 | No school: Labor Day | 21 | | |
| October | | | | |
| 27 | Noninstructional day | 22 | 1 | |
| November | | | | |
| 27-28 | No school: Thanksgiving Recess | 18 | | |
| December | | | | |
| 22 | No school: Winter recess begins | 15 | | |
| January | | | | |
| 5 | School resumes | 9 | 1 | |
| 15 | Last day of First Semester | | | |
| 16 | Teacher records day | | | |
| First Semester Totals | | 89 | 3 | 3 |
| January | | | | |
| 19 | Second Semester begins | 10 | | |
| February | | | | |
| 16 | No school: Presidents Day | 19 | | |
| March | | | | |
| | | 22 | | |
| April | | | | |
| 3 | No school: Spring recess begins | 16 | | |
| 13 | School resumes | | | |
| May | | | | |
| 25 | No school: Memorial Day | 20 | | |
| June | | | | |
| 4 | Last day for students | 4 | 1 | |
| 5 | Noninstructional day | | | |
| Second Semester Totals | | 91 | 1 | 0 |
| Year Totals | | 180 | 4 | 3 |

End marking periods: October 24, January 15, March 27, June 3

Grades Due: **High School and Junior High:** Three (3) business days following end of marking period at 8:00 am

Elementary: Report cards to be ready three (3) business days following end of marking period at 8:00 am

Parent/Teacher Conferences: High School, November 6; Junior High, November 5; Elementary, October 30, March 5

Compensatory time for Parent/Teacher Conferences:

November 26, 1997 -- All Levels (1/2 day)

March 6, 1998 -- Elementary (1/2 day)

- * The calendar is subject to revision upon consultation with representatives of the OEA and the Board and pursuant to Article 5., H. and I. to insure 180 membership days.
- ** By April 15th activities will be jointly planned through consultation with representatives of the OEA and Board Representatives.
- *** If Parent/Teacher Conferences are held in the Owosso Junior High and Owosso High School, they will be held on dates mutually determined. If due to unforeseeable problems, Parent/Teacher Conferences cannot be held on the dates scheduled, they will be rescheduled by the Board following consultation with the Association.

Non Instr. 1997-98
 Days PDD =



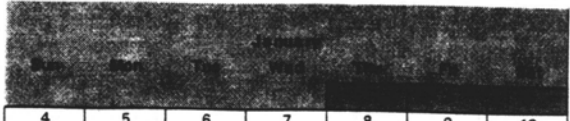
| | | | | | | |
|----|----|----|----|----|----|----|
| 17 | 18 | 19 | 20 | 21 | 22 | 22 |
| 24 | 25 | 26 | 27 | 28 | 29 | 29 |
| 31 | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| | | | | | | |



| | | | | | | |
|----|----|----|----|----|----|----|
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | | |
| | | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | |
| | | | 1 | 2 | | |
| | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | 1 |
| | | | | | | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

1998-99 SCHOOL CALENDAR

| | | Instructional Days | Noninstruc- tional Days | Professional Devel. Days |
|--------------------|---------------------------------|-----------------------|----------------------------|-----------------------------|
| August | | 0 | 1 | 4 |
| 25-28 | Professional Development ** | | | |
| 31 | Staff meetings | | | |
| September | | 21 | | |
| 1 | First full day (all students) | | | |
| 7 | No school: Labor Day | | | |
| October | | 22 | | |
| November | | 18 | 1 | |
| 2 | Noninstructional day | | | |
| 26-27 | No School: Thanksgiving Recess | | | |
| December | | 14 | | |
| 21 | No school: Winter recess begins | | | |
| January | | 15 | 1 | |
| 4 | School resumes | | | |
| 22 | Last day of First Semester | | | |
| 25 | Teacher records day | | | |
| | First Semester Totals | 90 | 3 | 4 |
| <hr/> | | | | |
| January | | 4 | | |
| 26 | Second Semester begins | | | |
| February | | 19 | | |
| 15 | No school: Presidents Day | | | |
| March | | 23 | | |
| April | | 16 | | |
| 2 | No school: Spring recess begins | | | |
| 12 | School resumes | | | |
| May | | 20 | | |
| 31 | No school: Memorial Day | | | |
| June | | 5 | 1 | |
| 10 | Last day for students | | | |
| 11 | Noninstructional day | | | |
| | Second Semester Totals | 90 | 1 | 0 |
| <hr/> | | | | |
| Year Totals | | 180 | 4 | 4 |

End marking periods: October 30, January 22, April 1, June 10
 Grades Due: **High School and Junior High:** Three (3) business days following end of marking period at 8:00 am
Elementary: Report cards to be ready three (3) business days following end of marking period at 8:00 am

Parent/Teacher Conferences: High School, November 11; Junior High, November 12; Elementary, November 5, March 4.

Compensatory time for Parent/Teacher Conferences:

November 25, 1998 -- All Levels (1/2 day)

March 5, 1999 -- Elementary (1/2 day)

- * The calendar is subject to revision upon consultation with representatives of the OEA and the Board and pursuant to Article 5., H. and I. to insure 180 membership days.
- ** By April 15th activities will be jointly planned through consultation with representatives of the OEA and Board Representatives.
- *** If Parent/Teacher Conferences are held in the Owosso Junior High and Owosso High School, they will be held on dates mutually determined. If due to unforeseeable problems, Parent/Teacher Conferences cannot be held on the dates scheduled, they will be rescheduled by the Board following consultation with the Association.

1998-99

Non Insr.
Days

PDD =

| August | | | | | | |
|--------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| September | | | | | | |
|-----------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | 1 | 2 | 3 | 4 | |
| | | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

| October | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| November | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | | | |
| | 30 | | | | | |

| December | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| | | | | | | |

| January | | | | | | |
|---------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | |
| | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| February | | | | | | |
|----------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | |
| | | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | | | | | | |

| March | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| April | | | | | | |
|-------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | |
| | | | | 1 | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| May | | | | | | |
|-----|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |
| | | | | | | |

| June | | | | | | |
|------|-----|-----|-----|-----|-----|-----|
| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
| | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |

1999-00 SCHOOL CALENDAR

| | | Instructional Days | Noninstruc- tional Days | Professional Devel. Days |
|--------------------|---------------------------------|-----------------------|----------------------------|-----------------------------|
| August | | 1 | | 5 |
| 23-27 | Professional Development ** | | | |
| 30 | Staff meetings | | | |
| 31 | First full day (all students) | | | |
| September | | 21 | | |
| 6 | No school: Labor Day | | | |
| October | | 21 | 1 | |
| 1 | Noninstructional day | | | |
| November | | 19 | | |
| 25-26 | No School: Thanksgiving Recess | | | |
| December | | 13 | | |
| 20 | No school: Winter recess begins | | | |
| January | | 15 | 1 | |
| 3 | School resumes | | | |
| 21 | Last day of First Semester | | | |
| 24 | Teacher records day | | | |
| | First Semester Totals | 90 | 3 | 5 |
| <hr/> | | | | |
| January | | 5 | | |
| 25 | Second Semester begins | | | |
| February | | 20 | | |
| 21 | No school: Presidents Day | | | |
| March | | 23 | | |
| April | | 19 | | |
| 3 | No school: Spring recess begins | | | |
| 10 | School resumes | | | |
| 21 | No school: Good Friday | | | |
| May | | 22 | | |
| 29 | No school: Memorial Day | | | |
| June | | 1 | 1 | |
| 1 | Last day for students | | | |
| 2 | Noninstructional day | | | |
| | Second Semester Totals | 90 | 1 | 0 |
| <hr/> | | | | |
| Year Totals | | 180 | 4 | 5 |

End marking periods: October 29, January 21, March 31, June 1
 Grades Due: **High School and Junior High:** Three (3) business days following end of marking period at 8:00 am
Elementary: Report cards to be ready three (3) business days following end of marking period at 8:00 am

Parent/Teacher Conferences: High School, November 11; Junior High, November 10; Elementary, November 4, March 2.

Compensatory time for Parent/Teacher Conferences:

November 24, 1999 -- All Levels (1/2 day)

March 3, 2000 -- Elementary (1/2 day)

- * The calendar is subject to revision upon consultation with representatives of the OEA and the Board and pursuant to Article 5., H. and I. to insure 180 membership days.
- ** By April 15th activities will be jointly planned through consultation with representatives of the OEA and Board Representatives.
- *** If Parent/Teacher Conferences are held in the Owosso Junior High and Owosso High School, they will be held on dates mutually determined. If due to unforeseeable problems, Parent/Teacher Conferences cannot be held on the dates scheduled, they will be rescheduled by the Board following consultation with the Association.

1999-2000

Non Insr.
Days

PDD =

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | |
| | | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | | | |
| | 29 | 30 | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | |
| | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | 1 |
| | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | |
| | | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | 1 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | | |
| | 24 | 25 | 26 | 27 | 28 | 29 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | |
| | | 30 | 31 | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |

2000-01 SCHOOL CALENDAR

| | | Instructional Days | Noninstruc- tional Days | Professional Devel. Days |
|--------------------|---------------------------------|-----------------------|----------------------------|-----------------------------|
| August | | 3 | 1 | 5 |
| 21-25 | Professional Development ** | | | |
| 28 | Staff meetings | | | |
| 29 | First full day (all students) | | | |
| September | | 20 | | |
| 4 | No school: Labor Day | | | |
| October | | 21 | 1 | |
| 30 | Noninstructional day | | | |
| November | | 20 | | |
| 25-26 | No School: Thanksgiving Recess | | | |
| December | | 16 | | |
| 20 | No school: Winter recess begins | | | |
| January | | 10 | 1 | |
| 3 | School resumes | | | |
| 21 | Last day of First Semester | | | |
| 24 | Teacher records day | | | |
| | First Semester Totals | 90 | 3 | 5 |
| <hr/> | | | | |
| January | | 7 | | |
| 23 | Second Semester begins | | | |
| February | | 19 | | |
| 19 | No school: Presidents Day | | | |
| March | | 22 | | |
| April | | 15 | | |
| 2 | No school: Spring recess begins | | | |
| 9 | School resumes | | | |
| 13 | No school: Good Friday | | | |
| May | | 22 | | |
| 28 | No school: Memorial Day | | | |
| June | | 5 | 1 | |
| 7 | Last day for students | | | |
| 8 | Noninstructional day | | | |
| | Second Semester Totals | 90 | 1 | 0 |
| <hr/> | | | | |
| Year Totals | | 180 | 4 | 5 |

End marking periods: October 27, January 19, March 30, June 7
 Grades Due: **High School and Junior High:** Three (3) business days following end of marking period at 8:00 am
Elementary: Report cards to be ready three (3) business days following end of marking period at 8:00 am

Parent/Teacher Conferences: High School, November 8; Junior High, November 9;
Elementary, November 2

Compensatory time for Parent/Teacher Conferences:
November 22, 2000 -- All Levels (1/2 day)

- * The calendar is subject to revision upon consultation with representatives of the OEA and the Board and pursuant to Article 5., H. and I. to insure 180 membership days.
- ** By April 15th activities will be jointly planned through consultation with representatives of the OEA and Board Representatives.
- *** If Parent/Teacher Conferences are held in the Owosso Junior High and Owosso High School, they will be held on dates mutually determined. If due to unforeseeable problems, Parent/Teacher Conferences cannot be held on the dates scheduled, they will be rescheduled by the Board following consultation with the Association.

2000-2001

Non Insr.
Days

PDD =

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 30 | | |
| | 27 | 28 | 29 | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| | | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | |
| | | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | |
| | | 29 | 30 | 31 | | |

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|-----|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

APPENDIX C SPECIAL WORK AREAS

| Level | Special Work Areas |
|-------|--|
| 1 | Head Basketball, Head Football, HS Band Director, HS Vocal Director |
| 2 | Head Swimming, Head Volleyball, Head Wrestling, JH 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) |
| 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, JH Vocal Director, HS Quiz Bowl Advisor, Ass't Basketball (B) |
| 6 | Ass't HS Play Director, JH Coach, JH Quiz Bowl Advisor, JH Fall Cheerleading, JH Winter Cheerleading |
| 7 | Sr Class Advisor (2) |
| 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

Base = \$29,589

| LEVEL | STEP 1 | STEP 2 | STEP 3 |
|-------|----------------|----------------|----------------|
| 1 | 13.80% \$4,083 | 15.34% \$4,539 | 16.87% \$4,992 |
| 2 | 11.96% \$3,539 | 13.29% \$3,932 | 14.62% \$4,326 |
| 3 | 9.24% \$2,734 | 10.23% \$3,027 | 11.22% \$3,320 |
| 4 | 7.41% \$2,193 | 8.23% \$2,435 | 9.06% \$2,681 |
| 5 | 5.93% \$1,755 | 6.59% \$1,950 | 7.24% \$2,142 |
| 6 | 3.68% \$1,089 | 4.09% \$1,210 | 4.50% \$1,332 |
| 7 | | | 3.00% \$ 888 |
| 8 | | | 1.00% \$ 296 |

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 Junior High Basketball.

APPENDIX D BA/MA/BA+35 Index 1997-98

| Yearly Step | BA Index | Regular Salary | 1st Check in June Formula Yield in Excess of Guarantee | Degree Salary | MA/BA + 35 Index | Regular Salary | 1st Check in June Formula Yield in Excess of Guarantee | Degree Salary |
|-------------|----------|----------------|--|---------------|------------------|----------------|--|---------------|
| 1 | 1.00000 | \$29,589 | | | 1.06746 | \$31,585 | | |
| 2 | 1.05748 | \$31,290 | | | 1.13492 | \$33,581 | | |
| 3 | 1.11496 | \$32,991 | | | 1.20238 | \$35,577 | | |
| 4 | 1.17244 | \$34,691 | | | 1.26984 | \$37,574 | | |
| 5 | 1.22992 | \$36,392 | | | 1.33730 | \$39,569 | | |
| 6 | 1.28740 | \$38,093 | | | 1.40476 | \$41,565 | | |
| 7 | 1.34488 | \$39,794 | | | 1.47222 | \$43,562 | | |
| 8 | 1.40236 | \$41,494 | | | 1.53968 | \$45,558 | | |
| 9 | 1.45984 | \$43,195 | | | 1.60714 | \$47,554 | | |
| 10 | 1.51732 | \$44,896 | | | 1.67460 | \$49,550 | | |
| 11 | 1.64643 | \$48,716 | | | 1.83024 | \$54,155 | | |

| | | |
|------------|-------|---------|
| MA+15 | 0.010 | \$542 |
| Specialist | 0.023 | \$1,246 |
| Doctorate | 0.046 | \$2,491 |

1998-99: Based upon adjusted formula
 1999-00: Based upon adjusted formula
 2000-01: Based upon adjusted formula

All special work areas, hourly rate, and department head salaries will be based on the regular BA Base. All MA + 15, specialist and doctorate stipends will be based on the MA/BA + 35 regular maximum salary. Such salaries and stipends will be based on the degree salaries subsequent to this agreement as in years prior to this agreement.

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

| 1997-98 | | <u>INDEX</u> | |
|--|----------|--------------|---------|
| B.A. Base Salary | \$29,589 | | |
| 1. Extra duty class coverage for all teachers | | 0.000466 | \$13.79 |
| 2. Voluntary noon supervision | | 0.000317 | \$9.38 |
| 3. Drivers Education (K-12 enrolled students) | | 0.000734 | \$21.72 |
| 4. High School completion instructors | | 0.000737 | \$21.81 |
| 5. Summer school instructors | | 0.000734 | \$21.72 |
| 6. Extra-Curricular (School Sponsored) Activities: | | | |
| Less than 2 hr. minimum rates | | 0.000591 | \$17.49 |
| Hourly rate 2 hrs. and beyond | | 0.000395 | \$11.69 |
| a. Ticket sellers | | | |
| b. Ticket takers | | | |
| c. Supervision of students | | | |
| d. Public address announcer | | | |
| e. Score board operator | | | |
| f. Timekeeper | | | |
| g. Chaperones on bus | | | |
| h. Photographer | | | |
| i. Scorer | | | |
| 7. IEPC Meetings | | 0.000734 | \$21.72 |

Hourly Paid Teachers -- 1998-99
(Based upon BA Base regular salary)

Hourly Paid Teachers -- 1999-00
(Based upon BA Base regular salary)

Hourly Paid Teachers -- 2000-01
(Based upon BA Base regular salary)

Department Heads who direct (including themselves):

High School

BA Base: \$29,589

| | | |
|---|-------|---------|
| 1 & 2 teachers | 0.005 | \$148 |
| 3-6 teachers plus Art | 0.015 | \$444 |
| 7 or more teachers | 0.025 | \$740 |
| Exception: High School English, Business Ed., Industrial Ed. | 0.037 | \$1,095 |

Junior High:*

BA Base: \$29,589

| | | |
|----------------------------|---------|-------|
| 7th Grade Team Leader (2): | .015014 | \$444 |
| 8th Grade Team Leader (2): | .015014 | \$444 |
| 7/8th Grade Team Leader | .007524 | \$223 |
| Fine Arts Team Leader | .015014 | \$444 |
| Practical Arts Team Leader | .015014 | \$444 |
| Phys Ed Team Leader | .007524 | \$223 |
| Special Ed Team Leader | .015014 | \$444 |
| Media Center Specialist | .005005 | \$148 |

*If Department Heads continue, compensation will be based upon high school department rates of pay.

Professional Development Days

Beginning in fiscal year 1997-98 and continuing through 1999-00, 1/186th of the 1996-97 Base salary amount will be added to the current BA Base salary amount in lieu of adding one additional professional development day to the teacher's work year. Such amount will not be considered in the salary formula nor subject to the minimum/maximum provisions of such formula in the year that such day is added.

Salary Formula for 1997-98

For the 1997-98 salary adjustments for Owosso Education Association bargaining unit members shall be derived as follows:

1. Total teacher compensation shall be calculated for fiscal year 1996-97, inclusive of:
 - ◆ Bargaining unit member salaries
 - ◆ Extra duty compensation paid to bargaining unit members (including Special Education, Department Heads, Graduate Hours, Schedule "C")
 - ◆ Health Benefits paid by the district on behalf of bargaining unit members
 - ◆ All cash paid in lieu of benefits received by bargaining unit members
 - ◆ All longevity payments
 - ◆ FICA contributions made by the district on behalf of bargaining unit members
 - ◆ Workers' Compensation insurance
 - ◆ All contributions made by the District on behalf of bargaining unit members to the Michigan Public School Employee Retirement System

- g. All increased longevity amounts (as specified in Article 4, Section 1.,2.) paid on behalf of bargaining unit members for fiscal year 1997-98 over fiscal year 1996-97

* * * * *

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

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