# **MASTER AGREEMENT** between the OWOSSO BOARD OF EDUCATION and the OWOSSO EDUCATION ASSOCIATION OWOSSO, MICHIGAN **JULY 1, 2025** to **JUNE 30, 2026**

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## **Notice of Nondiscrimination Statement and Compliance Officers**

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

The following compliance officers have been designated to handle inquiries regarding the nondiscrimination policies and grievance procedures: Rich Collins, Principal, Owosso Middle School, 765 E. North St., Owosso, MI 48867, (989) 723-3460, collins@aowosso.k12.mi.us or Dr. Catheryn Dwyer, Assistant Superintendent of Curriculum & Instruction, Owosso Public Schools, 645 Alger St., Owosso, MI 48867, (989) 723-8131, <a href="mailto:dwyerc@aowosso.k12.mi.us">dwyerc@aowosso.k12.mi.us</a>. The Section 504 Coordinator is Bridgit Spielman, Principal, Bryant Elementary, 925 Hampton St., Owosso, MI 48867, (989) 723-4355, spielman@aowosso.k12.mi.us.

## MASTER AGREEMENT

#### between the

#### OWOSSO BOARD OF EDUCATION

and the

## OWOSSO EDUCATION ASSOCIATION

## COVERING THE PERIOD

From July 1, 2025 to June 30, 2026

AGREEMENT

This Agreement entered into this 44 3, 2025 by and between the Board of Education of the City of Owosso, Michigan, (Board) and the Owosso Education Association (Association).

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

## **ARTICLE 1 - RECOGNITION**

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

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

B. The Board agrees not to negotiate with any teachers' organization other than the Association

for the duration of this Agreement. Nothing contained in this Agreement shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

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

The seniority list shall be posted in each building each year by October 15. Any disagreement with the posted seniority list shall be presented in writing by November 1 to the Professional Governance Counsel for resolution. Thereafter, the list shall be final and conclusive.

## Seniority shall be lost if:

- 1. A probationary teacher is not recalled within one (1) year of layoff;
- 2. A tenured teacher or non-probationary itinerant is not recalled within one (1) year of layoff;
- 3. A teacher fails to return or respond to recall notice within ten (10) days of certified mail notice; or
- 4. A teacher fails to return within three (3) days of expiration of an unpaid leave of absence,

provided written notice of expiration of leave of absence is forwarded by the District beforehand.

I. The term "business day" means a day in which school is in session. During the summer when school is not in session, a business day is a day when the Superintendent's office is open.

## **ARTICLE 2 – PAYROLL DEDUCTIONS**

The District will deduct Association dues and/or political action contributions (PAC) from a bargaining unit employee's paycheck if:

- 1. the employee submits to the Human Resources Office a voluntary written authorization to deduct Association dues and/or PAC contributions from the employee's wages; and
- 2. the deduction does not violate any Michigan or federal law.

The authorization(s) will continue in effect unless revoked in writing. The District will immediately stop the deduction of Association dues and/or PAC contributions when the employee provides written notice to the Superintendent or designee withdrawing consent to deduct Association dues and/or PAC contributions.

No later than September 1 each year, the Association President will provide the Human Resources Office a list of names of bargaining unit employees and the total dues and PAC amount(s) to be deducted from the employee's wages.

Deductions will be made in substantially equal amounts from the employee's paycheck(s) beginning with the first pay that is feasible after receipt of the employee's voluntary written authorization to deduct Association dues and/or PAC contributions and implemented through the District's nineteen (19) pay deduction calendar.

The District will remit to the Association those authorized dues and/or PAC contributions within ten (10) business days of the paycheck deduction, together with a list of names and deduction amount for each affected employee. Deductions for Association dues and PAC contributions will be remitted in separate deductions and separate checks or transactions.

The Association will indemnify, defend, and hold harmless the District, as well as individual Board members, employees, and agents against any claim arising from or related to the District's deduction of Association dues and PAC contributions. The Association's obligation includes payment of the District's attorney fees and costs to defend against the claim.

## **ARTICLE 3 -- MANAGEMENT RIGHTS**

A. The Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of Michigan and the United States, including, but without limiting the generality of the foregoing, the exclusive right to:

- 1. Determine the number, size, and location of its buildings and branches and equipment, machines, material, information, data, systems, supplies and procedures to be used in such buildings or branches and title change or discontinuance of any location or use.
- 2. Make all financial decisions including, but not limited to, the setting, fixing, levying, collection, and administration and control of all monetary funds, from any source, the financing and borrowing of capital funds and the merger or consolidation of the District, together with the right to maintain the financial books and records in such manner as is permitted by law and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to the board of education and to government bodies requiring financial reports.
- 3. Determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.
- 4. Generally direct the work of the employees, subject to the terms and conditions of this Agreement.
- B. The Board's exercise of the foregoing power, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations, and practices in furtherance, and the use of related judgment and discretion shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms conform with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE 4 – ASSOCIATION AND TEACHER RIGHTS

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

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

- 1. The Association shall have the right to place notices, circulars, and other material on a designated bulletin board and in teachers' mailboxes, including electronic mail.
- 2. The Association may have reasonable use of the school mail and delivery services.
- 3. The Association may use a building's public address system to announce the time of meetings at the time regular building announcements are read. Special announcements must be scheduled before classes are in session or after they have been dismissed.
- D. The Board will furnish to the Association officers and/or designated representatives in response to reasonable requests from time to time all records about the District's financial resources, tentative budgetary requirements, and allocations and such other information as legally would be available to the Association.

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

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

## ARTICLE 5 - PROFESSIONAL COMPENSATION

- A. The salary schedule is based on a normal weekly teaching load as defined by Article 6.
  - B. For the 2025-2026 school year, bargaining unit employees will be paid on the salary schedule as set forth in Appendix D. For the 2025-2026 school year, the BA base of the 2024-2025 Agreement was increased by 2.0% (182 contractual days).
- C. Extra Duty Class Coverage:

**Secondary Teachers** 

When a teacher is requested by the building administrator and voluntarily provides class coverage when a qualified substitute is not available for an absent teacher, the teacher will be compensated per the attached schedule. The teacher will not be compensated unless class coverage has been requested and approved by the building administrator.

# **Elementary Teachers**

When a special education teacher is absent, and a qualified substitute is not available, another special education teacher may be asked by the building principal to provide extra duty class coverage. Teachers will be provided additional compensation per attached schedule if the class size exceeds maximum special education limits for respective classes. The teacher will not be compensated unless class coverage has been requested and approved by the building administrator.

If a teacher is requested by the building principal to voluntarily act in the place of an absent teacher, the teacher will be compensated per the attached schedule for the hours of extra duty class coverage. The teacher will not be compensated unless class coverage has been requested and approved by the building administrator.

# D. Hourly Paid Teachers

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

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

- E. If the Association and the Board mutually agree that a teacher shall be engaged during the school day in negotiating on behalf of the Association with any representative of the Board or shall participate in any professional grievance negotiation, he/she shall be released from regular duties without loss of salary. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Association release time.
- F. Teachers shall receive their paychecks every other Friday or the day before a recessed break is scheduled to take place, if such a recessed break interferes with the regular pay schedule. The paycheck will be dated and negotiable on the date it is issued. For pay periods scheduled during Thanksgiving, winter and spring breaks, the paycheck will be issued and negotiable on the normally scheduled pay day. Upon initial employment, teachers shall select in writing, which may only be changed once a year before the first pay of the school year, to receive their salary in:
  - 1. 26 pay periods --- salary paid substantially equal over 26 pay periods commencing with

the beginning of the contract year.

or

- 2. 21 pay periods --- salary paid substantially equal over 21 pay periods commencing with the beginning of the contract year. Unless otherwise notified on or before August 20, paycheck distribution will remain the same as the previous year.
- G. Association days shall be set at twelve (12). Officers or designated representatives of the Association will be granted a day's leave upon request for Association business, provided such leave has prior approval of the Association. The Association President shall transmit written authorization to the Board through the District Administration no less than forty-eight (48) hours of the date for intended use of leave. If a teacher has permission to use Association days from the District Administration; the teacher is nominated for and selected for a state or national level leadership position, and in instances where the cost of a teacher's substitute is reimbursed to the District by the Association, Michigan Education Association, and/or National Education Association, the days shall not be deducted from the number of Association days set forth above. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Association release time.
- H. The Board shall provide one (1) hour of release time per instructional day for the Association President. The Association shall reimburse the District on an annual basis those sums paid to the Office of Retirement Service for Association release time.

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

#### I. Miscellaneous Additions

- 1. All teachers employed with the District for over twenty (20) years shall receive .0146 of the BA Base Degree Salary over and above the basic teacher salary schedule. All teachers employed with the District for over twenty-five (25) years shall receive .0544 of the Base Degree Salary over and above the basic teacher salary schedule.
- 2. Department Heads Rate of Pay (See Appendix D).

#### 3. Graduate Hours

- a. Certified bargaining unit employees on the BA Base salary schedule with ten (10) or more semester hour credits shall receive twenty (\$20) dollars per semester hour for all semester hours over nine, with a total maximum payment of \$400 dollars.
- b. A teacher with a B.A.+35 will be placed on the Master's schedule (M.A./B.A.+35). At least thirty (30) credits of the thirty-five (35) credits must be part of a Master's degree program.

- c. To apply for a salary schedule increase, course work must be directly related to the educational field or instructional area and from an accredited college or university.
- 4. Special work area schedules (athletics, music, etc.) are paid per Appendix C, in three (3) equal installments for year-long activities or at the end of the season in November, March, and/or June.
- 5. International Baccalaureate Coordinators shall oversee the administration of the International Baccalaureate program and other responsibilities assigned by the District pertaining to the program. The Coordinators shall not be a supervisor of, or have administrative responsibilities over any other employees covered by this Agreement.

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

- 6. Advisors of the Career and Technical Education Student Organizations (CTSO) for the required responsibilities of advisors outside of their contractual teaching hours shall be in compliance with the State of Michigan Career and Technical Education requirements of State-approved programs. Career and Technical Education Student Organizations are as follows:
  - Business Professionals of America (BPA) 1 advisor
    - Accounting
    - o Business, Management & Administration
  - Family, Career & Community Leaders of America (FCCLA) 1 advisor
    - o Family & Consumer Sciences
    - o Teacher Education
  - Skills USA 2 advisors
    - Construction Trades
    - o Engineering
    - Culinary Arts
  - Michigan Industrial & Technology Education Society (MITES) 1 advisor
    - Wood Technology
  - Future Farmers of America (FFA) 1 advisor
    - o Agricultural Operations and Related Science

A stipend will be paid to each advisor of the above-listed Career and Technical Education Student Organizations, not to exceed a maximum of six (6) advisors, for working requirements that are outside of normal contractual working hours. The Stipend shall follow the special work area schedules per Appendix C, in three (3) equal installments in November, March and/or June. To be eligible for the stipend, the advisor must be working under the required Career Technical Education certification and/or authorization.

Activity group meetings must occur after instructional time.

- 7. Teachers who have taught one (1) or more full semesters defined as two (2) full quarter marking periods inside the Owosso Public Schools will advance to the next full step on the salary schedule at the beginning of the fall semester only. Substitute days or part semesters will not accumulate to one (1) year of experience.
- 8. Increments for completion of additional educational credits shall become effective the beginning day of each school year. Advancement under the salary schedule shall be automatic as of that day or the beginning of the second semester following proof of completion of required academic or professional courses, provided that submission is by the first day of school or the last day of the first semester, respectively.
- 9. In addition to the basic salary as provided in the foregoing, teachers shall be reimbursed for reasonable and necessary transportation expenses incurred in the fulfillment of required school assignments at the rate established by Board policy for all District personnel. In no event will such rate be less than \$.19 per mile.
- 10. The Board and the Association recognize the value of evening activities and programs to students and their families. Elementary Encore teachers who work more than three (3) required/Administrator approved events outside their contractual obligation will be compensated .0036 of the BA Base Degree Salary for each additional event.
- 11. The Board and the Association recognize the value of fieldtrips and other experiences outside of the classroom that enrich the learning experiences of students. Teachers who are required to take students on any building or central office pre-approved fieldtrip for grades 3-5 that extends beyond the contractual day shall be compensated .0046 of the BA Base Degree Salary per trip/per day, which includes all planning and preparation.

If a teacher of a district-wide field trip chooses not to attend a fieldtrip, the building administrator shall place the teacher in an alternate classroom whose teacher has agreed to chaperone the fieldtrip in the first teacher's place. The second teacher shall be compensated as enumerated above. This language does not apply to fieldtrips where the teacher volunteers to chaperone and would otherwise not be expected to attend in the role of the teacher.

# J. Military Service Credit

Certified teachers shall advance one (1) step on the salary schedule for one (1) to three (3) years of verified active duty military service, and a second step for active duty military service in excess of three (3) years.

Steps will be granted at the time of hire if proper documentation of active duty military service is provided. If documentation is submitted after the date of hire, advancement under the salary schedule shall be automatic as of the beginning of the school year, or the

beginning of the next semester, following submission of required documentation, provided that the submission occurs by the first day of school or the last day of the first semester, respectively.

## ARTICLE 6 - TEACHING AND WORKING HOURS

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

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

The schedule of work hours for counselors may be adjusted by the administration with consultation before the first Friday of the school year with the counselor(s). The hours may be adjusted by up to one (1) hour per day between the hours of 7:30 a.m. and 4:30 p.m. with the total time not exceeding the teacher's normal working hours.

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

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

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

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

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

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

- 2. The teacher's teaching hours in the elementary schools shall be 8:45 a.m. 3:40 p.m.
- C. Unless permission is granted by the building Administrator, teachers shall leave school no earlier than 3:50 p.m. for elementary teachers and 3:00 p.m. for middle and high school teachers. On the day before a holiday or Fridays, the teachers may leave when the students are dismissed, except in emergencies such as inclement weather.
- D. The Board recognizes the principle of the standard forty (40) hour work week and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within a standard work week. Teachers may be required to attend a maximum of

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

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

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

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

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

- E. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes. In an emergency, teachers may volunteer for duty and receive additional compensation as provided in Article 5.D.
- F. All teachers will be required to attend one (1) open house each year, of a maximum of two (2) hours in length. In addition, high school teachers will be required to attend Commencement exercises and Middle School Teachers will attend a maximum of (3) hours as assigned by the building Administrator in combination of the eighth-grade award ceremony or Graduation Dance. Elementary teachers are required to attend the fifth-grade Graduation Ceremony. Attendance at evening meetings, such as PTO, civic affairs, and educational meetings shall be at the option of the individual teacher. Teacher participation in extra-curricular activities for which no additional compensation is paid shall be voluntary. Mandatory data review meetings will occur three (3) times a year during teacher planning time.
- G. Parent-teacher conferences may be scheduled after the workday, up to three (3) hours for the elementary and three (3) hours for the middle and high schools per school year. Teachers shall be required to be on-site at their District building during the scheduled times of the parent teacher conferences as set forth in Appendix B for the purpose of conducting parent teacher conferences, whether face to face, video conferencing, or phone call, etc. The method of delivery of parent teacher conferences shall be determined and communicated to teachers before the scheduled parent teacher conference date.
- 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. If school is canceled more than thirty (30) hours because of conditions not within the control of school authorities, any hours in excess of thirty (30) shall be rescheduled. The Board reserves the right to reschedule these hours as instruction or in-service hours. The makeup of instructional hours and days shall be undertaken only as necessary for the District to have 1098 instructional hours and allotted professional development time.
- 2. To comply with the instructional hour requirements in the State School Aid Act and assure that the District receives the total revenue available under the State School Aid Act, the parties agree to consult and make up any lost hours of instruction on an hour-by-hour basis after consideration of any exclusion of days/hours allowable under the State School Aid Act. If an instructional day is rescheduled and insufficient students attend to count it as a day of instruction, teachers are not obligated to attend a subsequent rescheduling of the instructional day.
  - a. If, at any time during the duration of this Agreement, it becomes lawful to count as days of student instruction those days when student instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions in addition to the current thirty (30) hours, for these specific days bargaining unit employees shall be excused from reporting to duty without loss of pay. These specific hours lost due to school closing under the foregoing circumstances shall not be rescheduled.
  - b. To the extent that any other provision of the Agreement, such as the school closing provision, school calendar, or the like is inconsistent with the foregoing, such provision(s) shall be null and void as to the extent of the inconsistency.
- 3. The Board shall not be required to cancel a "workday" or a portion of any day which is so scheduled. However, the Board may do so at its discretion. If a "workday" is canceled, it shall not be rescheduled.
- 4. If, due to unforeseeable problems, parent/teacher conferences cannot be held on the scheduled dates, they will be rescheduled by the Board following consultation with the Association.
- 5. When session days are delayed, teachers will report fifteen (15) minutes before the opening of the students' scheduled school day. It is understood that the normal day may have to be revised when the beginning of the day is delayed. However, the school day will not be extended beyond the normal close of the school day. On any scheduled student session days when students do not report, it is agreed bargaining unit employees will be excused from reporting to duty.
- 6. If a teacher receives unemployment compensation benefits (which also includes "underemployment benefits") during the school year (associated with their regular teaching assignment) due to days of instruction not being held when scheduled because of

conditions not within the control of school authorities as stated above, and those days of instruction are re-scheduled so that the teacher works those instructional days at a later time, the teacher will have his/her pay adjusted, such that his/her unemployment compensation plus the salary paid to the teacher for the year will be equal to the annual salary he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons.

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

# I. Instructional Hour Requirements and Parameters

- 1. The State of Michigan has mandated 1098 instructional hours for school districts and a minimum number of instructional days as required by the State School Aid Act.
- 2. In recognition of the need to comply with these instructional hour requirements and the financial implication of noncompliance, the following parameters will be used to respond to State hour/day mandates:
  - a. The Administration reserves the right to assign elementary specialist teachers, increase or decrease the number of specialist teachers, schedule recess periods, and arrange classroom teacher schedules consistent with the parameters cited above to comply with State instructional hour requirements.
  - b. If State-mandated requirements for instructional days or hours change during the duration of this Agreement, and such changes conflict with the current Agreement and/or result in the District being out of compliance with State-mandated instructional hour or day requirements, the parties shall re-open the contract to consider and resolve the day and hour requirements.

## ARTICLE 7 - TEACHING LOADS AND ASSIGNMENTS

## A. High School and Middle School

1. Teaching assignments will be the responsibility of the building Administrator based on the procedure in Article 9.C

# B. Elementary Schools

- 1. Teaching assignments will be the responsibility of the building Administrator based on the procedure in Article 9.C
- C. The Owosso Public School District Administration will forward to the Association Treasurer a copy of all Personnel Action Forms for all new hires and current employees within the bargaining unit within ten (10) business days of receipt of the Personnel Action Form by the Personnel Department.

- D. The normal weekly teaching load in Owosso High School and Lincoln High School will be thirty (30) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the Middle School will be thirty (30) to thirty-five (35) teaching periods and five (5) unassigned preparation periods. The normal weekly teaching load in the elementary schools will be thirty (30) teaching hours. Each elementary teacher will be provided with 45-60 minutes of unassigned planning time five (5) days a week. No departure from these norms, except for an emergency, shall be authorized without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure.
- E. Teachers will assume responsibility for hall conduct for the area adjacent to their rooms and may expect reasonable assignment by the building Administrator corridor duties.
- F. Teachers may expect reasonable assignment by the building administrator to school related activities carried on within the school day.
- G. The Board and the Association recognize that the education of the children of the Owosso Public School District is their primary responsibility and recognize that they also have a responsibility to assist in the training of future teachers. The Board agrees to the following practices for student or practice teachers.
  - 1. No teacher shall be assigned a student teacher against the teacher's wishes.
  - 2. Probationary teachers may not be used as critic or supervisory teachers.
  - 3. Critic or supervising teachers shall have the right to recommend to the building Administrator the rejection at any time of any assigned student teacher with whom they feel they cannot work effectively.
  - 4. No critic teacher may be assigned more than one (1) student teacher for a given time period in academic classes unless the critic teacher agrees to the multiple assignment.
  - 5. Critic teachers will receive the current rate of compensation paid by the universities.
  - 6. Student teachers will not be used as substitute teachers outside their student teaching assignments.

#### **ARTICLE 8 - TEACHING CONDITIONS**

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

## A. PROGRAM LEVELS

## 1. Secondary Schools

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

The table listed below provides a historical perspective.

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

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

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

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

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

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

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

# 2. Elementary Schools

The table listed below provides a historical perspective.

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

<sup>\*</sup>The class size listed was an optimum target mutually agreed upon.

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

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

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

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

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

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

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

# 3. Special Education

The student-teacher ratio and caseload maximum for each teacher in special education shall be maintained in accordance with the Michigan Administrative Rules for Special Education, any successor document.

Student-Teacher ratio shall be calculated on the tenth (10th) business day of each semester/trimester based upon the average class size for each teacher. For each student, or major fraction, in excess of the student-teacher ratio, a stipend will be paid of \$300 per student in excess of the student-teacher ratio maximum at the end of each semester or \$200 per student in excess of the student-teacher ratio maximum at the end of each trimester in which the overage occurs.

Additionally, for each student on a special education teacher's caseload on the tenth (10th) business day of each semester/trimester in excess of the maximum, a stipend will be paid of \$300 per student in excess of the caseload maximum at the end of each semester or \$200 per student in excess of the caseload maximum at the end of each trimester in which the overage occurs.

As of 2022, the student-ratio is limited to 10 students at any one time, and caseloads are limited to 18 at the elementary and 20 at the secondary level.

- a. Every effort will be made to schedule IEP Team meetings within the school day. Teachers may be provided a substitute or required to attend during a planning period. It shall be mandatory that each teacher invited will attend the IEP Team meeting.
- b. If it is impossible to schedule the IEP Team meeting during work hours; it will be scheduled before or as soon after the end of the workday as possible. All invited teachers will attend these IEP Team meetings. After attending four (4) IEP Team meetings outside normal work hours, teachers will be paid the IEP hourly rate for their time at subsequent IEP Team meetings outside normal work hours provided the IEP lasts at least thirty (30) minutes outside the normal workday.
- c. Special Education teachers will schedule planning time, with approval of the building administrator, within the workday commensurate with planning time afforded to general education staff.

The parties recognize that a few children having certain problems requiring special consideration may cause disturbance within the normal classroom procedure. Every effort will be made to place this child in a classroom with reduced student load. If it becomes evident that a given child becomes increasingly difficult to teach without being detrimental to the rest of the students, the following procedure should be observed for the most successful

method of addressing the problem. Procedure for Addressing Problem Children:

- 1. Recognize problem
- 2. Discuss with building administrator
- 3. Keep accurate anecdotal records incident and date
- 4. Confer with Principal on possible action:
  - a. Discuss problem with parents anecdote
  - b. Refer to school social worker and/or counselor
  - c. Arrange with principal to confer with:
    - (1) Other teachers
    - (2) Parents
    - (3) Health Center
    - (4) Other agencies
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, music equipment and supplies, athletic equipment, current periodicals, standard tests and questionnaires, computers, networking and similar materials are the tools of the teaching profession.
  - Staff recommendations for purchasing teaching supplies and equipment, capital outlay items, and maintenance of equipment and buildings will continue to be sought by the Board.
- C. The Board will continue to provide aides, in particular, one (1) aide per building, where possible and within the budget to assist teachers in non-professional responsibilities.
- D. As in the past, libraries will continue to be a part of the budget and reference libraries will be provided wherever possible.
- E. The Board will make available, whenever possible, equipment necessary to aid teachers in the preparation of instructional materials, including photocopiers and fax machines at each building, as well as computer terminals dedicated for each teacher's use.
- F. As in the past, the Board shall provide through the budgetary process:
  - 1. A separate desk for each teacher in the District. Lockable space upon request.
  - 2. Space for each teacher to store coats, overshoes, and personal articles.

- 3. Chalkboard and bulletin board space in every classroom.
- 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- 5. College edition dictionary in every classroom, upon request.
- 6. Storage space in each classroom for instructional materials.
- 7. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- G. Wherever possible, within existing facilities, the Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for teacher use, and at least one (1) room which shall be reserved for use as a faculty lounge. The faculty lounge will be furnished with at least one (1) reasonably sized table with chairs, a small refrigerator, a microwave, and a telephone for local calls. Classroom use shall take precedence over all other building use.
- H. 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.
- I. 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.
- J. Adequate parking facilities shall be provided for teachers. Excluded from this provision is Central School (due to property limitation). Parking facilities and sidewalks shall be maintained at all times.
- K. This Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, religion, color, national origin, sex, or marital status or membership in or association with the activities of any legal employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all students.
- L. Attendance records are necessary to determine the student attendance during the membership count period so that the membership count can be substantiated. The official record of student attendance is the weekly computer-generated printed attendance log that is dated and signed in black or blue ink by the teacher using the teacher's legal name on their certification to certify the accuracy of attendance.
  - All teachers will be responsible for maintaining legible, accurate, and reliable attendance records that comply with the District-wide standard attendance procedures.
- M. Grade reports are necessary to monitor and report the progress of students. Refer to

Appendix B for the due dates of all marking period grade reports for grades K-12 and mid-marking period progress reports for grades 6-12.

- N. Recognizing the value and necessity of video surveillance to protect the safety and wellbeing of our students and staff, the parties support the use of video monitoring of the entrances and other vital and deemed necessary areas of the school buildings.
- O. The District will make reasonable efforts to apply for State Continuing Education Clock Hours (SCECHs) for qualifying professional development activities within the District, including:
  - Professional development activities at which attendance is required by the District.
  - Any qualifying department and school improvement meetings.
  - Teacher mentoring
  - Student teacher mentoring

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

# ARTICLE 9 - VACANCIES, TRANSFERS, AND PROMOTIONS

## A. Definitions:

- 1. A vacancy shall exist at the point that a position within the bargaining unit is newly created, or when a position is open due to retirement, transfer, resignation, or death, unless that position is scheduled to be eliminated and thus goes unfilled at the discretion of the Administration.
- 2. Displaced shall be defined as a teacher whose specific position, specific assignment, specific subject, or specific grade level classroom is intended for elimination for the next school year. Teachers who are displaced and re-assigned are given seven (7) calendar days to file a transfer request to be considered for any appropriate openings that may become vacant.
- 3. Transfer shall be a change in specific position, specific assignment, specific subject, or specific grade level classroom.
  - a. Voluntary transfer shall be a transfer either requested via transfer request form by an individual teacher or one that is agreed on by the teacher, at the proposal of the Administration. In either case, a 48-hour consideration period shall be afforded the teacher before his/her reply may be accepted by the Administration.

- b. Involuntary transfer shall be a transfer initiated by the Administration without agreement of the teacher involved.
- 4. Seniority shall be defined in Article 1.H.
- 5. Teacher displacement and reassignment decisions are within the Employer's sole authority discretion.

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

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

# C. Notice (Posting) of Vacancies and Placement

Applying the definition of "vacancy" in this Article the Superintendent or designee will determine when a vacancy exists and when a posting is to be made. Consistent with Revised School Code Section 1248, teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following factors:

- 1. Staffing the curriculum with the most effective and qualified teachers to instruct the applicable courses and grade levels.
- 2. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization is determined by the Revised School Code, the MDE Teacher Certification Code, the MDE Rules for Special Education Programs and Services, and other applicable statutes and regulations.
- 3. Effectiveness criteria established by Revised School Code Section 1249.
- 4. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documents on file with the Superintendent's office, including but not limited to:
  - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - b. Credentials needed for District, school, or program accreditation;
  - c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

- d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- e. Disciplinary record, if any;
- f. Length of service in grade level(s) or subject area(s);
- g. Previous effectiveness ratings;
- h. Compliance with state and federal law; or
- i. Any other reason that is not arbitrary or capricious.
- 5. Length of service may be considered as a tiebreaker if a teacher placement decision involves two (2) or more teachers and all other distinguishing factors are equal.
- 6. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- D. Any teacher who elects to fill a supervisory or executive position and later returns to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement before such transfer to supervisory or executive status.

## ARTICLE 10 - TEACHER EVALUATION

A. A teacher will be evaluated pursuant to the "Thoughtful Classroom" performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act, as applicable, with the following thresholds:

Rating	<b>Thresholds</b>
Effective	2.4-3.0
Developing	1.75-2.399
Needing Support	< 1.75

- B. The District will measure student growth as twenty percent (20%) of the evaluation with two (2) student learning objectives (SLOs) each as ten percent (10%). The department/grade level will determine the SLOs, which must be approved by the assigned evaluator.
- C. The remaining components of the Thoughtful Classroom performance evaluation are weighed as follows:

Dimension 1 Organization, Rules, and Procedures (15%)

Dimension 2 Positive Relationships (15%)

Dimension 3 Engagement and Enjoyment (15%)

Dimension 4 A Culture of Thinking and Learning (15%) Dimension 10 Professional Practice (15%) Professional Goals (5%)

- D. A probationary teacher cannot use the grievance procedure to challenge any aspect of the evaluation process, including but not limited to observations, the IDP, the mid-year performance review, or assigned rating.
- E. An alleged violation of this Article is not subject to arbitration in the grievance process. An arbitrator, however, has jurisdiction to consider a grievance brought only by a tenured teacher who receives two (2) consecutive ratings of "needing support" pursuant to the conditions in Revised School Code Section 1249.

## ARTICLE 11 – LEAVES OF ABSENCE

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

#### B. PAID LEAVE

## 1. Sick Leave

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

- a. The above leave shall be credited for accumulation on July 1 for each contracted teacher.
- b. Current year's leave may be used for family illness within the limits of this policy. Family shall be defined as, parent, spouse, child, sibling, or dependent of immediate household. Accumulated sick leave may be used for absences requiring a medical leave for serious health conditions of a spouse, child, or parent.
- c. First year teachers shall come under the following exceptions:
  - i. First year teachers shall receive their annual allotment of sick leave days on the first day he/she reports for duty in each school year. Any teacher leaving the District who has used such sick days in excess of his/her allowance (e.g., at the rate of one (1) day per contract month) shall have such sick leave pay deducted from his/her wages.
  - ii. The number of days of leave allowed new employees shall be reduced 1/10 for each month or major fraction that the employee has not been under contract.

- d. A maximum of six (6) days and two (2) personal leave days, if available, may be used per school year for a death. The teacher may use the above days to attend the funeral of any person.
- e. Sick leave days will not be charged against the teacher's allowance for days in which school is not in session.
- f. When a teacher wishes to be absent from school and there is not a definite time conflict with school assignments, such absence, if it has the approval of the building principal or the Board's designate does not result in deduction in salary. The loss of sick leave is determined on the merits of the individual case. Decisions on those individual cases will be available to the Association upon request.
- g. Leave days shall accumulate to 180 days with all unused leave carried over and each employee shall be credited for the number of days accumulated under the previous policy. Accumulated leave shall be for personal illness or disability except in extreme hardship cases where, upon written application, exceptions may be granted at the Board's discretion.

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

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

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

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

conferences with alternate funding sources.

1. Notwithstanding any contrary Agreement language, if the Michigan Earned Sick Time Act ("ESTA") is in effect, the first seventy-two (72) hours of paid sick leave may be used for any ESTA purpose each ESTA year (i.e., each school year), with those seventy-two (72) leave hours subject to the ESTA conditions.

## 2. Personal Leave Days

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

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

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

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

# 3. Personal Leave Day Bank

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

#### 4. Conference Attendance

Teachers who, with the approval of the Board, become professional representatives of the school in attendance at an educational meeting or conference shall have no salary deductions. The request for such time with a statement of the expense involved, if reimbursement is allowed, should be submitted to the immediate supervisor in writing at

least seven (7) school days before the date of the monthly school Board meeting. Exceptions to this rule, such as late notice of a meeting, shall be handled through the building Principal.

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

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

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

"Hourly Compensation for Teachers" as "District PD Instructors." Hours paid will be for the time presenting and for any reasonable amount of time spent in preparation for the presentation. All such time shall be pre-approved by the District and a timesheet documenting the purpose including funding source, date(s), start time(s) and end time(s) of hours to be paid shall be submitted for approval by the District before payment.

# 5. Jury Duty/Court Appearance

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

## 6. Exchange Teaching

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

#### 7. Selective Service Examination

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

#### C. UNPAID LEAVE

- 1. Any teacher whose personal illness or serious health condition extends beyond the period compensated under Section A or B may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness in accordance with Article V, Section 2 of the Tenure Act for up to one (1) year. Additional leaves may be granted at the discretion of the Board. Upon return from leave, a teacher shall be assigned a position, if available, for which he/she is certified and qualified depending on whether the teacher is able to perform his/her former duties and depending on the availability of the position.
  - a. Leave for illness of long duration will be granted on the recommendation of a physician's statement certifying to the inability of the teacher to continue the position.
  - b. Upon receipt of a written request to return to his/her former position, the Superintendent may require such person to submit to an examination by a physician designated by the Board. Such requested examination expense shall be paid by the Board
  - c. A notice of intent to return must be given at least ninety (90) days before expiration

of the leave of absence or extension sought, otherwise the absentee's resignation will become automatic. He/she shall be notified fifteen (15) days in advance of the ninety (90) day period for this policy. Upon acceptance of the teacher's application for return to position, the teacher shall be assigned to a position, if available, for which he/she is certified and qualified.

- 2. Leaves of absence WITHOUT PAY may be granted at the sole discretion of the Board upon application for the following purposes:
  - a. Study related to the teacher's licensed field granted for one (1) year.
  - b. Study to meet eligibility requirements for a license other than that held by the teacher granted for one (1) year.
  - c. Study, research, or special training assignment involving probable advantage to the school system granted for one year. (The regular salary increment occurring during such period shall be allowed provided the teacher successfully completes the year's outlined program.)
  - d. Teachers not fulfilling requirements who wish to attend an educational meeting or conference, and the arrangement is approved by the Superintendent, shall receive a salary deduction sufficient to cover the cost of the substitute during the period of absence. There shall be no deduction in the sick leave allowance of the teacher involved.
  - e. Serious health condition of a spouse, child, or parent beyond the twelve (12) work weeks as provided by the FMLA may be granted for the remainder of semester and may be extended for another semester.
- 3. Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps as a full-time participant in such programs. Any period so served shall be treated as time taught for purposes of the salary schedule.
- 4. Teachers who are officers of the State Association or appointed to its staff should, upon proper application to the Board, be given leave of absence without pay for the purpose of performing duties for the Association. Such officers given a leave of absence without pay shall receive credit toward annual increment on the schedule appropriate to his/her rank.
  - Proper application shall be a letter from the MEA or NEA executive secretary requesting the year's leave from September 1 through the following June. Requests shall be received by the Board by June 1, before the leave.
- 5. Uniformed services leaves of absence shall be granted to any teacher who is inducted into or enlists for duty to any branch of the uniformed services of the United States.

Teachers on uniformed services leave shall be given the benefit of any increments which

would have been credited to them had they remained in active service to the District up to a maximum of four (4) years.

- 6. The Board shall grant, without pay, a leave of absence to any teacher upon request who has served a successful probationary period to campaign for or serve in a full-time elective office.
  - a. No later than sixty (60) calendar days before the anticipated election for a full-time elective office, the teacher must request in writing to the Superintendent, a leave of absence specifying the preferred date of absence if he/she would become the successful candidate. Following confirmation of a successful election, the Board may approve the leave of absence effective as of the preferred date of absence or require up to thirty (30) calendar days beyond the official election day before the teacher is authorized for the leave of absence.
  - b. Upon completion of his/her term in office, should the teacher wish to return, he/she will be placed in the first available position for which he/she is qualified and certified. Desire to return must be expressed in writing to the Board sixty (60) calendar days before the expiration of the term of office.
- 7. A teacher who leaves the District and later returns will be given full credit for Owosso teaching experience and up to seven (7) years for teaching experience in other school systems.
- 8. ILLNESS OF LONG DURATION Leave may be granted as stated in Article 11.B.1 applicable under Article V, Section 2 of the Tenure Act at the end of which leave the teacher shall either return or resign unless a special extension is recommended by the Superintendent.

## D. CHILD CARE, ADOPTION, OR FOSTER CARE

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

- 1. The teacher must request in writing to the Superintendent, a leave of absence at least thirty (30) days before the anticipated date of such leave.
- 2. A physician's statement certifying the respective teacher can return and adequately perform the duties to which she is assigned must be presented to the Board before the authorization of such leave of absence.
- 3. Leave taken for child care, adoption, or foster care shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the Board agree otherwise.

- 4. If both spouses work for the Owosso Public Schools District the aggregate number of work weeks for child care leave (due to birth) or adoptive leave (due to placement) to which both are entitled is limited to twelve (12) work weeks in any twelve (12) month period.
- 5. For child care leave or adoptive leave the District may require the employee to exhaust personal leave (two days) and/or family leave (twelve days). The employee has the right to elect to do this as well. Any period not covered by paid leave shall be unpaid.
- 6. The leave of absence shall be for the duration of the semester in which the baby was born except as may be modified as provided under the FMLA
  - a. For babies born five (5) or less weeks before the start of either the first or second semesters, the employee shall be granted either the following semester for child care or up to the twelve (12) weeks maximum of unpaid leave under FMLA, at the discretion of the employee.
  - b. For babies born in the first semester, the employee may request either an extended leave of absence for the second semester, which may be granted at the sole discretion of the Board, or take up to the twelve (12) weeks maximum of unpaid leave under FMLA.
  - c. For babies born in the second semester, a request for an extended leave of absence beyond the duration of the current semester leave or beyond the twelve (12) work weeks of unpaid leave under FMLA may be granted at the sole discretion of the Board.
  - d. For babies born during the months between the closing of school for the summer and the opening of school in the fall, except for the five (5) weeks provided above or the twelve (12) work weeks of unpaid leave under FMLA noted above, a leave of absence for the first semester may otherwise be granted at the sole discretion of the Board.

## E. SABBATICAL LEAVE

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

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

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

## ARTICLE 12 - RETIREMENT/RESIGNATION

- A. Upon retirement into the Michigan Public Employees Retirement System, for a teacher with at least fifteen (15) years as a District employee, the retirement payment will be thirty dollars (\$30) for each day of accumulated sick leave up to a maximum of one hundred twenty (120) days.
- B. Teachers will be eligible for such amounts in A above only if they are entering the Michigan Public Employees Retirement System. Upon the death of a teacher otherwise eligible under this provision, such money shall be paid to his/her beneficiary as stipulated for group life insurance provided in Article 13.
- C. In consideration of an eligible employee's resignation, the District shall provide an incentive payment equal to 1.5% of the MA/BA+35 top step of the current year salary schedule as a lump-sum amount by the end of March of the year the employee resigns.
- D. To be eligible for a termination notice incentive, an employee must:
  - 1. Be an employee with Owosso Public Schools with at least five (5) years of service in this District.
  - 2. Be actively employed by, or on an approved absence from the Owosso Public Schools and cannot be on layoff.
  - 3. Submit his/her written resignation effective at the end of the current school year to the Personnel Department by 4:00 p.m. on the last scheduled school day of February of the school year in which the employee intends to resign.

## **ARTICLE 13 - INSURANCE PROTECTION**

(Any illustrative employee contributions may be impacted by timing of the potential implementation of the bargaining agreement in compliance with PA 54 of 2011)

Mandatory Health Insurance Caps in effect: July 1, 2025 – June 30, 2026

- \$7,718.26 Single person Coverage
- \$16,141.28 Two Person Coverage
- \$21.049.85 Full Family Coverage
- A. The Board shall provide MESSA for a full twelve (12) month period for the bargaining unit employee and his/her dependents. The Employer shall sign an Employer participation agreement. During open enrollment, employees will choose between the three options listed below and a fourth option that may be added during open enrollment. The negotiated cost

arrangement shall be in compliance with The Publicly Funded Health Insurance Contribution Act and the amount paid by the District shall not exceed the statutory hard cap limitation. The hard cap limitations for medical benefit plan coverage years beginning on or after January 1, 2025 including all taxes and fees are \$21,049.85 for full family, \$16,141.28 for two persons, and \$7,718.26 for single coverage. These caps will remain in effect through June 30, 2026 (expiration of contract). The Employee shall pay that portion of the health rate which exceeds the statutory hard cap including any taxes and fees assessed towards the health insurance costs for the level of coverage of health only (MESSA Choices II or MESSA ABC Plan 1) provided to the bargaining unit employee and his/her dependent(s) for a twelve (12) month period for payroll deduction through a section 125 premium contribution plan. Bargaining unit employees electing Plan B (no medical insurance) will pay no employee contribution.

Under Section 125 of the IRS code, the District may offer flexible spending plans. If an employee leaves employment of the District and meets the following criteria;

- 1. Is a participant in the Health Care Flexible Spending Account; and
- 2. Has not contributed through payroll deductions the full amount elected by the employee at the beginning of the plan year; and
- 3. Has been reimbursed by the Plan in excess of the amounts contributed by the Employee through payroll deduction; then

The District may establish an agreement with the employee to deduct the resulting difference from the employee's final paycheck between the amount contributed to the Plan by the employee through payroll deduction and the amount reimbursed to the employee.

Bargaining unit employees electing Plan A which is inclusive of medical insurance coverage, must sign an Affidavit that he/she is not covered by other medical insurance through a spouse or other employer. There shall be no double coverage.

PLAN A OPTIONS 1 and 2: MESSA Choices II

PLAN A OPTION 3: MESSA ABC Plan 1.

- 1. For bargaining unit employees previously on MESSA Choices II, the bargaining unit employee will transition to the MESSA ABC Plan 1 effective January 1, 2026.
  - i. Bargaining unit employees initially moving to the MESSA ABC Plan 1, will pay that portion of the combined health only rate which exceeds the statutory hard cap, including any taxes and fees assessed for Choices II for six (6) months costs for the period of July through December and MESSA ABC Plan 1 for six (6) months costs for the period of January through June for the level of coverage provided to the bargaining unit employee and his/her dependent(s) for a twelve (12) month period.

ii. Bargaining unit employees continuing on MESSA ABC Plan 1 will be subject to the statutory hard caps as described in the first paragraph of Article 13.

PLAN A: For employees eligible and electing HEALTH insurance MESSA Choices II HEALTH

(OPTION 1) \$20 OV/\$25 UC/\$50 ER

\$500/\$1,000 in network Deductible

Saver Rx Prescription Rider

(OPTION 2) \$20 OV/\$25 UC/\$50 ER

\$1,000/\$2,000 in network Deductible

3 Tier Mail Rx

PLAN A: For employees eligible and electing HEALTH insurance MESSA ABC Plan 1 HEALTH

(OPTION 3)

\$1,600/\$3,200 In-network Deductible

Effective January 1, 2025

\$1650/\$3100 In-network Deductible

ABC Rx Prescription Rider

Long Term Disability 60%

\$5,000 maximum

90 calendar days - modified fill Family Social Security offsets Pre-existing condition waiver

Alcoholism/drug same as any other illness Mental/nervous same as any other illness

Cost of living benefit

Delta Dental 80/80/80, \$2500 annual, 80/\$2500 Ortho

Class 1 and 2 at \$2,500

Negotiated Life \$50,000 AD&D

Vision VSP-3 Plus P-250CL

PLAN B: For employees not electing health insurance

Long Term Disability 66.7%

\$5,000 maximum

90 calendar days - modified fill Family Social Security offsets Pre-existing condition waiver

Alcoholism/drug same as any other illness

Mental/nervous same as any other illness

Cost of living benefit

Delta Dental 80/80/80, \$2500 annual, 80/\$2500 Ortho

Class 1 and 2 at \$2,500

Negotiated Life \$50,000 AD&D

Vision VSP-3 Plus P-250CL

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

Teachers working half time will be eligible for half benefits.

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

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

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

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

#### ARTICLE 14 - TEACHER DISCIPLINE

- A. Disciplinary action or discharge of bargaining unit employees will only occur for a reason that is not arbitrary or capricious.
- B. Any charge against a teacher must be established by a preponderance of the evidence.
- C. A teacher is entitled to have an Association representative present at any meeting that may lead to disciplinary action.
- D. A teacher has the right, upon request, to review the contents of their personnel file, except for confidential college credentials. A teacher may request an Association representative be present during the review.
- E. A request under the Freedom of Information Act to view personnel files will be communicated by the Employer to the affected employee and the Association within one (1) business day of the request's receipt by the Superintendent or designee.

#### ARTICLE 15 - PROTECTION OF TEACHERS

(As Related to School Activities)

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classrooms. Whenever it appears that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, request for such attention may be presented to the building Administrator. The District undertakes to secure such attention as soon as possible.
- B. Any assault on a teacher shall be promptly reported to the Board or its designated representative. Upon the written request of the teacher or the teacher's representative, the Board will provide legal counsel to advise the teacher of his/her rights and obligations as to the assault. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. If any teacher is complained against or sued by reason of legal disciplinary action taken by the teacher against a student, the Board will provide a legal counsel and render all reasonable assistance to the teacher in his/her defense when requested in writing by the teacher, provided the Board has determined that the teacher has acted within its policy.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher, provided that the teacher acted within the scope of Board policy.
- E. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property (articles worn, instructional materials and equipment, but excluding automobiles) of the teacher while on duty, providing such loss is the result of assault or overt act by a student or other person provided the teacher has acted within the scope of Board

policy. Such reimbursement, by the Board will cover all such costs except those covered by insurance.

F. Any complaint(s) by a parent or guardian of a student directed toward a teacher which, in the view of the principal, reflects on the teacher's professional standards or conduct shall be called to the teacher's attention by the administration in a timely manner.

#### G. Student Protection Laws

- 1. In accordance with the Pupil Protection Laws (P.A. 121-139) which affect standards and procedures to identify persons convicted of certain crimes and limit their access to Michigan schools, the parties will follow the intent of the law.
- 2. For individuals convicted of a crime covered by the Sexual Offenders Registration Act (SORA), the prescribed remedy is immediate dismissal.
- 3. The Revised School Code lists a number of misdemeanors which could result in a teacher's loss of certification.
- 4. The District shall abide by the School Code, which clearly states that criminal conviction records can only be disclosed in very limited circumstances to protect the privacy of the employee.

#### ARTICLE 16 - PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

- 1. The termination of services of or failure to re-employ any probationary teacher.
- 2. The termination of services or failure to re-employ any teacher to a position on the extracurricular schedule.
- 3. Those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).
- 4. Any prohibited or illegal bargaining subject.

- B. The Association shall designate one (1) representative per building and one (1) representative of the Association to handle grievances when requested by the grievant. The Board designates the Principal of each building to act as its representative at Level One and the Superintendent or designee to act at Level Two.
- C. The term "days" shall mean business days as defined in Article 1.I. Timelines may be reasonably extended by the parties.
- D. Written grievances, shall:
  - 1. Be signed by the grievant or grievants.
  - 2. Be specific.
  - 3. Contain a synopsis of the facts giving rise to the alleged violation.
  - 4. Contain the date of the alleged violation.
  - 5. Cite the section or subsections of this Agreement alleged to have been violated.
  - 6. Specify the relief requested.
- E. <u>LEVEL ONE</u> A teacher believing to have been wronged by an alleged violation of the Agreement shall within twenty (20) days of its alleged occurrence present the grievance in writing to the building Principal in an attempt to resolve same. If the grievance occurs in the last ten (10) days of the school year, the initial filing of the grievance is tolled until the commencement of the following school year but may be filed immediately. The grievant must be accompanied by the Association representative.

If no resolution is obtained within ten (10) days of its presentation, the grievance will proceed to Professional Governance Council as set forth in Article 18 A.

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

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

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

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

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

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

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

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

- 1. Individual teachers shall not have the right to process a grievance at Level Four.
- 2. Each party shall submit to the other party, not less than three (3) days before the hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be presented at the hearing and hold a conference at that time in an attempt to settle the grievance.
- 3. After a case has been referred to the arbitrator, it may not be withdrawn by either party except by mutual consent.
- 4. More than one (1) grievance may not be considered by the arbitrator at the same time

except upon expressed written mutual consent and then only if they are of similar nature.

- 5. The cost of the arbitrator shall be born equally by the parties except each party shall assume its own cost for representation including any expense of witness.
- F. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously-instituted grievance shall be barred.
- G. To minimize disruption to the educational process, grievance meetings will be scheduled outside the contractual day, if possible. An employee who must be involved in the grievance process during the workday will be excused with pay as Association release time. The Association will reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.
- H. Arbitration awards or grievance settlements will not be made retroactive beyond the date thirty (30) days before the date on which the grievance is filed. If entire lump sum payments accumulated over a period of time, the entire lump sum payment shall be considered due on the date payment is made, unless the parties mutually agree otherwise.

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

#### ARTICLE 17 - CURRICULUM STUDIES - SCHOOL IMPROVEMENT

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

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

- A. The Owosso Public Schools Document Instructional Leadership Council Handbook (revised June 2025) will be the controlling document for curriculum development and school improvement in the District.
- B. All subsequent modifications to the document identified in paragraph A. above will be made in consultation with representatives of the Association.
- C. Within applicable legal requirements and board policy, and as appropriate within the course curriculum and student maturity level, a teacher will exercise sound professional judgment in presenting competing perspectives about an issue that may be considered controversial.
- D. Any modification or variation of the Agreement must have written approval of the Association and the Board before being adopted or implemented. A standing committee composed of not more than three (3) representatives of the Association and three (3) representatives of the Board will meet periodically or whenever either party requests to review building level proposals generated from School Improvement committees.

#### **ARTICLE 18 - NEGOTIATION PROCEDURES**

- A. PROFESSIONAL GOVERNANCE COUNCIL. It is contemplated that matters covered by this Agreement and matters not specifically covered by this Agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual agreement of both parties.
  - 1. The Professional Governance Council will consist of four (4) members of the administration and four (4) members of the Association. Other interested parties will be welcome to attend sessions unless the matter conflicts with a right to confidentiality.
  - 2. A calendar of monthly meetings will be determined with the option to expand the number of dates. While scheduling meetings, an attempt will be made to limit the interference with instructional continuity and teaching responsibilities. Non-instructional days will be used whenever possible. Upon agreement by both parties, meetings may be scheduled during the workday.
  - 3. Both parties will collaborate to establish an agenda three (3) days before each meeting.

- 4. If decisions are made, they will be reduced to writing for both parties and a record of the proceedings will be maintained. The Professional Governance Council may vote to maintain confidentiality on certain matters and not place them into the record to be distributed.
- 5. After initiation of a grievance, the issue will be submitted to the Professional Governance Council for resolution. The timelines for the grievance will be tolled for the time it takes to convene the Professional Governance Council. A bargaining unit employee will still follow the grievance procedure at level 1. If no solution can be resolved, then the matter will be taken to the Professional Governance Council for problem solving. If no agreement can be reached, the matter proceeds to level 2 as described in this document. Time lines resume at the time it was tolled.
- 6. Contractual items modified by the Professional Governance Council will continue through the term of the Agreement and expire with the Agreement. In reaching the interim agreement, either party can submit to their constituency for a vote. If the Agreement is not ratified it is returned to the group for further discussion. However, the parties may agree to continue the interim agreement into the next Agreement. If there is no agreement the parties will bargain the issue. The parties will exchange all former letters of understanding, memos of agreement, and grievance settlements. The exchange of information will occur by an agreed on date or the first meeting of this group. These documents, letters of understanding, memos of agreement, and grievance settlements will continue in effect.
- B. At least sixty (60) days before the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation representatives of the other party and each party may select its representatives from within or outside the District. No final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation process of the Michigan Employment Relations Commission.

#### **ARTICLE 19 - MISCELLANEOUS PROVISIONS**

A. The Board is responsible to provide substitute teachers. Teachers shall be informed of a telephone number and/or internet web site they may use before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the

responsibility of the Administration to arrange for a substitute teacher. Teachers will maintain at all times with the Superintendent, their current correct address and telephone number. During the school year, the teacher should make every effort to notify the building administrator also when there are changes in his/her address or telephone number.

The teacher reporting unavailability for work shall leave the telephone number at which contact may be made during the teacher's absence.

- B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with its terms, except those which constitute a prohibited or illegal bargaining subject. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- D. Copies of this Agreement shall be distributed electronically to all teachers now employed or hereafter employed by the Board. At the request of a bargaining unit employee, a paper copy of this Agreement shall be printed at the expense of the Board and distributed to the employee.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. An emergency manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate the collective bargaining agreement as provided in that Act. This clause is included in this Agreement because it is legally required by State law.
- G. The Association President and the Superintendent shall collaborate on the SafeSchools training that will be required for staff. The District will continue to require training that is mandated by law and policies to ensure compliance. The required SafeSchools training shall be available to staff by July 1st of each school year.
- H. The Owosso Education Association shall play a role in the orientation of new bargaining unit members into the district. Minimally, this shall be sixty (60) minutes in length.

### ARTICLE 20 - REDUCTION OF PERSONNEL, LAYOFF, AND RECALL

- A. Consistent with Revised School Code Section 1248, teacher reduction/recall decisions will be based on the following clear and transparent procedures:
  - 1. Acting within the approved budget, the Superintendent shall establish the number and

nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board those teaching positions subject to reduction.

- 2. Teacher reduction and recall decisions are based on teacher effectiveness criteria established in Revised School Code Section 1249.
- 3. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documents on file with the Superintendent's office, including but not limited to:
  - a. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - b. Credentials needed for District, school, or program accreditation;
  - c. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
  - d. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  - e. Disciplinary record, if any;
  - f. Length of service in grade level(s) or subject area(s);
  - g. Previous effectiveness ratings;
  - h. Compliance with state and federal law; or
  - i. Any other reason that is not arbitrary or capricious.
- 4. A teacher must provide the District with current information and documentation supporting the teacher's certification and qualifications.
  - a. Reduction and recall decisions will be based on the teacher's certification and qualifications recorded in the District's records at the time of the decision.
  - b. A laid-off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

- c. Failure to maintain current contact information may negatively affect the teacher's recall.
- 5. Teacher reduction and recall decisions are made by Board action.
- 6. The Superintendent or designee will provide written notice to each affected teacher and the Association of all teacher reduction or recall decisions made by the Board.
- 7. A laid-off teacher is eligible for recall for twelve (12) months from the effective date of implementing the reduction and pursuant to the following factors:
  - a. The Superintendent will first identify the grade level(s), academic level(s), or department(s) with a teaching vacancy.
  - b. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign a teacher(s) to fill a vacancy.
  - c. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
    - i. Recalling the laid-off teacher who is certified and qualified for the vacancy if that teacher was rated effective in the most recent year-end evaluation. If more than one (1) laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article; or
    - ii. Posting the vacancy and considering all applicants if the Superintendent determines that the District's educational interests would be served and no teacher on layoff meets the certification and qualification requirements for the position.
  - d. The Superintendent or designee will provide written notice of the Board's recall decision to the recalled teacher(s) and will establish the time by which a teacher must accept recall to preserve the teacher's employment rights.
  - e. A laid-off teacher who is offered an interview for a vacancy and does not attend that interview forfeits all rights to recall and continued employment.
  - f. A laid-off teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, extends either time in writing.
- B. If a teacher is laid off, the teacher's individual contract of employment shall terminate and the

Board's obligation to pay salary or fringe benefits shall cease after receipt of all amounts or benefits earned on a pro-rated basis equal to time worked. The fact that a teacher is laid off for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Teachers who are laid off during a contract year shall be considered as having completed the contract year for the purpose of subsequent placement on the salary scale if employed for one (1) semester or more of the school year.

- C. A laid-off teacher who is employed as a substitute shall be paid at the substitute teacher rate.
- D. A teacher who is laid off effective any time after the last workday of a school year but before the commencement of the next school year and who receives unemployment compensation benefits during the summer and who is then recalled to employment by the first teacher report day will be paid his/her annual salary minus 100% of his/her unemployment compensation.

#### **ARTICLE 21 - MENTOR TEACHERS**

As State law mandates a Mentor Teacher will be provided for three (3) years for the purpose of assisting, informing, and coaching probationary teachers in the rights, responsibilities, and ethics of the teaching profession. Additionally, Revised School Code Section 1249 requires that teachers on an Individualized Development Plan (IDP) be assigned a mentor. The Board and the Association will work together in the selection and appointment process using the following guidelines:

- A. Qualified staff may submit their intentions to become Mentor Teachers at any time. The list of names will be maintained until the teacher requests removal from the list. Training may be provided to Mentor Teachers at the discretion of the District and Mentor Coordinator. Mentor training in the first year will be paid at the Conference Attendees hourly rate.
- B. A standing Selection Committee comprised of the Mentor Coordinator and bargaining unit members will be formed. The following are responsibilities of the Selection Committee, with input from building administrators:
  - 1. Establish criteria for the selection and the process,
  - 2. Make appropriate selection, and
  - 3. Act via consensus.
- C. In the selection process the following guidelines will apply:
  - 1. The ultimate and overriding criteria used by the Selection Committee in selecting a Mentor Teacher will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
  - 2. General criteria in selection will include:

- a. Tenure in Owosso
- b. Minimum of five (5) years of classroom teaching experience
- c. Same building.
- d. Whenever possible, same background in major area of instruction (i.e., lower elementary to lower elementary, grade level to grade level, department to department, et cetera)
- e. Classroom teachers will be matched to classroom teachers

#### D. For appointment, the following will apply:

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

	Index	Stipend
First year	.050	\$ 2,265
Second year	.050	\$ 2,265
Third year	.025	\$ 1,133
Mentor to IDP	.050	\$ 2,265
teacher		

7. The Mentor Teacher will follow the prescribed professional growth activities of the program. Mentor Teachers assigned to tenured teachers with an IDP will collaborate with

the evaluating administrator to identify goals and strategies for improvement. They will also identify specialized professional development to address and correct any deficiencies.

- E. The Mentor Coordinator will be provided a stipend equivalent to the compensation of a department chair [seven members] in Appendix D.
- F. The duties of the Mentor Coordinator will include:
  - 1. Assisting mentor and mentees with questions and issues,
  - 2. Helping with mentor assignments,
  - 3. Planning and running mentor meetings,
  - 4. Planning and organizing the colloquium at year's end,
  - 5. Responsibility for the materials inventory,
  - 6. Responsibility for ordering mentoring materials,
  - 7. District liaison to the Michigan Education Association and Education Testing Service for mentoring, and
  - 8. Provide information on how to obtain SCECH forms for mentors from the RESD.

#### **Article 22 - Duration of Agreement**

This Agreement shall be effective as of July 1, 2024 and shall continue in effect until the 30th day of June, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Owosso Board of Education

Marlene Webster, President

Shelly Ochodnicky, Vice President

Owosso Education Association

Jacqueline Burzmor, President

Jennifer Shartuck, Representative

## APPENDIX A - TEACHING ASSIGNMENT/TRANSFER REQUEST FORM

Name:		Date:		
Present Position: (Grade and/or Subject)		Building:		
Work Phone:		Home Phone		
REQUEST: (State specific bui	lding assignment if do	esired and state the spec	ific grade or subject area)	
	First Choice	Second Choice	Third Choice	
1. Building Assignment:				
2. Grade Assignment				
3. Subject Area(s)				
PRESENT CERTIFICATION:		DEGREE HELI	D	
Teaching Major(s)	1.	2.		
Teaching Minor(s)	1.	2.		
Endorsements (If any):				
YEARS TAUGHT IN OWOSS	SO PUBLIC SCHOO	DLS:	·····	
OUTSIDE TEACHING EXPE	RIENCES:			
NOTE: This form must be on transfer and should be		stration to apply for a po	osted vacancy or to request a	
Signature:				

## APPENDIX B - CALENDAR

	Instructional Days	Noninstructional Days	PD Days	PD ½ Days	PD Dept/Grade Level Mtgs.	MS/ELEM: Open Houses, PTC, Graduation Award Ceremony/Dance	HS: Graduation, Open House, PTC
August	6	1	1	2	.17	.5	.5
18 PD-AM/Teacher Work Day PM							
19 Professional Development							
20 PD-AM/Teacher Work Day PM							
21 First Day for Students							
28 Half Day for Students: Optional Teacher Work Day (PM)							
29 No School: Labor Day Recess							
September	21				.17		
1 No School: Labor Day Recess							
2 School Resumes							
October	22				.17	.5	.5
17 End of Marking Period							
22 Half Day Elementary Only: Afternoon & Evening PT Conferences							
24 No School							
31 Half Day for All Students: <b>Optional</b> Teacher Work Day (PM)							
November	16		1		.17		+
4 No School: Election Day (PD)							
26-28 No School: Thanksgiving Recess							
December	15						.5 LHS
19 Half Day for All Students: <b>Optional</b> Teacher Work Day (PM) & End of 1st Semester							
22-31 No School: Holiday Recess							
FIRST SEMESTER TOTALS	80	1	2	1	.68	1	1

19		1		.17		
18				.17		
20				.17		
		1				
19				.17		
20				.17	.5 OMS	.5
4					.5 Elem	
100	0	1	0	.85	1.5	.5
180	1	3	1	1.53	1.5	1.5
	20	20 20 4 100 0	20 20 20 100 0 1	20 20 20 4 100 0 1 0	20 .17  19 .17  20 .17  4 .100 0 1 0 .85	20 .17 .17 .19 .17 .17 .19 .17 .100 0 1 0 .85 1.5

Event	Dates	Notes/Details
End of Marking	October 17, 2025	
Periods	December 19, 2025	
	March 13, 2026	
	June 4, 2026	
End of LHS Quarters	October 23, 2025	
	January 16, 2026	
	March 27, 2026	
	June 4, 2026	
Grades Due	October 22, 2025	All Marking Period Grade
	October 29, 2025 (Lincoln)	Reports for Grades K-12 and Mid-Marking period progress
	January 9, 2026	reports for grades
	January 21, 2026 (Lincoln)	6-12 are due at 8 a.m.
	March 18, 2026	
	April 8, 2026 (Lincoln)	
	June 2, 2026 (Elementary)	
	June 10, 2026 (Secondary)	
Parent-Teacher	October 22, 2025 (Lincoln)	Lincoln: 5:30-7 p.m.
Conferences	October 22, 2025 (Elementary)	Elementary: 1-3 p.m. and 5-8
	October 23, 2025 (High school)	p.m.
	October 23, 2025 (Middle	High School: 5-8 p.m.
	school)	Middle School: 5-8 p.m.
	December 3, 2025 (Lincoln)	Lincoln: 5:30-7 p.m.
Grade Level Chair Meetings	The 4 <sup>th</sup> Wednesday of the month with the following exceptions:	Building Dept./Grade Level Meetings will be one hour in
	All Department and Grade Level Meeting: August 20, 2025 (in	length and will include a written agenda, minutes and teacher attendance.
	<ul> <li>place of the December meeting)</li> <li>Wednesday, October 29, 2025</li> <li>Wednesday, November 19, 2025</li> </ul>	Building Dept./Grade Level

		Meetings count as professional development hours.
OHS Graduation	May 20, 2026	High School teachers required to attend Graduation Ceremony.
Lincoln Graduation	May 28, 2026	Lincoln teachers required to attend Graduation Ceremony.
8 <sup>th</sup> Grade Awards Ceremony	May 30, 2026	OMS teachers required to attend Graduation Award Ceremony and/or Dance.
5 <sup>th</sup> Grade Celebration	June 3, 2026	Elementary teachers required to attend 5 <sup>th</sup> grade graduation.
6-12 Open Houses (OMS/OHS/LHS)	August 18, 2025	4-6 p.m.
Elementary Open Houses	August 19, 2025	4-6 p.m.
Bentley Bright Beginnings	August 19, 2025	4-6 p.m.
Lincoln Registration	August 12-13, 2025  Make-Up Day/Open House:  August 18, 2025	10 a.m2 p.m. 4-6 p.m.
OHS Registration Trojan Days	August 12, 2025 August 13, 2025 Make-Up Day/Open House: August 18, 2025	8-10 a.m. and 4-6 p.m. 8-11 a.m.,12-3 p.m. and 4-6 p.m. 4-6 p.m.

#### APPENDIX C - SPECIAL WORK AREAS

Special Work Areas cover those positions that are typically outside of the contracted work day and/or year, or whose academic responsibilities extend beyond contractual time.

The Special Work Areas salary schedule is indexed to the BA Step 1 of the Salary Schedule D.

For each year of service, as defined below, the base is increased. Each position is assigned a percent which shall be the percentage of base for the years of service that is paid to the individual. If a position is split among multiple people, each shall be paid based on their own experience.

Year	Factor	Base
1	1.00	\$45,304**
2	1.04	\$47,116
3	1.08	\$48,928
4	1.12	\$50,740
5	1.16	\$52,553
6	1.20	\$54,365
7	1.24	\$56,177
8	1.28	\$57,989
9	1.32	\$59,801
10-15	1.36	\$61,613
16-20	1.40	\$63,426
20+	1.44	\$65,238

Athletic coaches shall advance on the Special Work Areas salary schedule for each year of full service. Service must be sport specific, only 1 year of service can be earned per school calendar year. Sports with separate

boys and girls seasons shall be interchangeable - for example boys and girls swim, track, golf, tennis, cross country as long as the season does not run simultaneously.

In the event that a team or program does not run during the school year, the associated coaching or advisor stipend will not be paid for that year.

The superintendent has the authority to determine the initial pay step based on relevant experience

#### **Split Coaching Assignment Compensation:**

When a coaching assignment is shared by two or more individuals, the total stipend designated for the position shall be divided proportionally based on the percentage of responsibilities assigned to each coach. The Athletic Director and Head Coach shall determine and approve the division of responsibilities and corresponding percentage for each coach.

Each coach's share of the stipend shall be calculated by applying their individual years of verified coaching experience to the approved coaching salary schedule, and then prorating their compensation based on their assigned percentage of duties.

If responsibilities are split equally, each coach shall receive 50% of the amount they would earn based on their placement on the coaching salary schedule.

#### **Hold-Harmless:**

The Schedule C salary schedule will remain in effect for those individuals who would receive less compensation under the new salary schedule. The legacy salary schedule shall continue to be adjusted based on annual

# Coaches of teams advancing to regionals and/or state playoffs will receive the following additional compensation.

Sport	Coaches	Regional Playoffs	State Playoffs
Cross Country Boys Tennis Bowling Girls Tennis Track and Field	All Coaches		10%
Football Competitive Cheer Wrestling	All Coaches	10%	10%
Girls Golf Boys Golf	Varsity Coaches		10%
Boys Soccer Volleyball Girls Soccer Baseball Softball	Varsity Coaches	10%	10%
Girls Swim Boys Swim	All coaches except Diving Coach, unless Divers are competing. If only divers, Head Coach and Diving Coach receive stipend.		10%
Girls Basketball Boys Basketball	Varsity Coaches	5%	5%

1.   Fresh Softhall   7.45%				
1. Varsity Football   1. 3,09%   2. Asst Varsity Football   2. 9. 2.5%   1. Asst Tennis Girls   7.00%   1. Asst Tennis Boys   10.50%   1. Asst Schildline Cheer   9.25%   1. Asst Tennis Boys   10.50%   1. Asst Schildline Cheer   7.00%   1. Asst Schildline Cheer   3.70%   1. Asst Schil	SCHEDULE C		14. Fresh Softball	7.45%
1. Varsity Football   13.90%   16. VIIV Tennis Girls   10.50%   17. Asst Tennis Girls   10.50%   18. Varsity Soccer Girls   10.50%   18. Varsity Soccer Girls   10.50%   19. DV Soccer Girls   10.50%   22. Asst Golf Boys   10.50%   22. Asst Golf Boys   10.50%   22. Asst Golf Girls   2.54%   22. Asst Golf Girls   3.70%   22. Asst Competitive Cheer   3.70%   23. Varsity Basketball Girls   10.50%   24. Asst Varsity Basketball Girls   3.70%   25. Asst Varsity Basketball Girls   3.25%   3. Discatchall Boys   3.70%   3. Asst Storin Boys   1.50%   3. Asst Storin Boys   1.50%   3. Asst Storin Boys   1.50%   3. Asst Varsity Pasketball Girls   3.25%   3. Asst Varsity Basketball Girls   3.25%   3. Asst Varsity Wrestling Girls   3. 2. Asst Track Girls   3. 3. Asst Varsity Wrestling Girls   3. 3. A				2.54%
2. Asst Varsity Football (2) 9.25% 4. Fresh Football & Asst (2) 9.25% 4. Fresh Football & Asst (2) 9.25% 5. V/JV Cross Country Girls 10.50% 6. V/JV Cross Country Girls 10.50% 6. V/JV Cross Country Girls 10.50% 7. V Soccer Gough Boys 10.50% 8. JV Soccer Couch Boys 2.54% 10. V/JV Tennis Boys 10.50% 11. Asst Tennis Gross 7.00% 12. Varsity Sideline Cheer 7.00% 13. Asst Sideline Cheer 7.00% 14. Fresh Sideline Cheer 7.00% 15. V/JV Swim Girls 10.50% 16. Asst Swimming Girls 7.45% 17. Dive Coach Girls 7.45% 18. V/JV Golf Girls 10.50% 19. V/JV Colf Girls 10.50% 10. Varsity Volleyball 7.45% 11. V/JV Golf Girls 10.50% 12. JV Volleyball (Asst South Palas) 10.50% 12. Varsity Saketball Boys 10.50% 12. Varsity Saketball Boys 10.50% 13. Varsity Basketball Boys 12.50% 14. Fresh Basketball Girls 2.25% 15. Varsity Basketball Girls 2.25% 16. Asst Varsity Basketball Girls 2.25% 19. V/JV Swim Boys 10.50% 10. Asst Swim Boys 7.45% 11. Dive Coach Boys 7.45% 11. Varsity Basketball Girls 9.25% 10. Asst Swim Boys 10.50% 11. Varsity Basketball Girls 9.25% 12. V/JV Bowling Girls 10.50% 13. VJV Bowling Girls 10.50% 14. Varsity Wrestling Boys 10.50% 15. Asst Varsity Basketball Girls 9.25% 16. Varsity Wrestling Girls 10.50% 17. Varsit Spacketball Boys 10.50% 18. Vratak Girls 10.50% 19. JV Soccer Girls 10.50% 21. JV Vollo Girls 10.50% 22. Asst Varsity Basketball Girls 9.25% 23. Volleyball A 2.54% 24. Sat Varsity Basketball Girls 9.25% 25. Varsity Basketball Girls 9.25% 26. Asst Varsity Basketball Girls 9.25% 27. JV Bowling Boys 10.50% 28. Track Boys 7.00% 29. Vill Swim Boys 10.50% 20. Asst Competitive Cheer 10.50% 20. Asst Competitive Cheer 10.50% 20. Asst Competitive Cheer 10.50% 21. V/JV Track Girls 10.50% 22. Asst Varsity Basketball 11.200% 23. Solleyball A 2.54% 24. Competitive Cheer 10.50% 25. Asst Varsity Basketball 11.200% 26. Asst Varsity Basketball 11.200% 27. Asst Varsity Softball 11.200% 28. Track Boys 10.50% 29. Vill Swim Boys 10.50% 20. Varsity Verselling Girls 10.50% 20. Varsity Verselling Girls 10.50% 20. Asst Competitive Cheer 10		13.90%	16. V/JV Tennis Girls	10.50%
Fresh Football & Asst (2)   9.25%		9.25%	17. Asst Tennis Girls	7.00%
S. VIJV Cross Country Boys   10.50%	3. JV Football & Asst (2)	9.25%	18. Varsity Soccer Girls	
6. VIJV Cross Country Girls 7. V Soccer Goys 8. JV Soccer Goys 9. Soccer A Boys 10. VIJV Tennis Boys 10. Soccer Goys 11. Asst Frenis Boys 12. Varsity Sideline Cheer 17. 00% 12. Varsity Sideline Cheer 17. 00% 13. Asst Sideline Cheer 17. 00% 14. Fresh Sideline Cheer 17. 00% 15. VIJV Swim Girls 17. Dive Coach Girls 17. Asst Varsity Basechall 17. Asst Varsity Wrestling Girls 17. Asst Varsity Wrestling Girls 17. Asst Varsity Basechall 17. Asst Varsity	4. Fresh Football & Asst (2)	9.25%		7.00%
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No.   1	<ol><li>V/JV Cross Country Girls</li></ol>	10.50%		
9. Soccer PA Boys   0. VIV Temis Boys   10. VIV Temis Boys   10.0%   11. Asst Temis Boys   7.00%   2. 7th Basketball Girls   3.70%   13. Asst Sideline Cheer   7.00%   4. MS Sideline Cheer   3.70%   14. Fresh Sideline Cheer   7.00%   5. Wrestling (2)   3. 70%   16. Asst Swimming Girls   7.45%   7. Th Volleyball   3. 70%   10. State of the Vivoleyball   3. 70%	<ol><li>V Soccer Boys</li></ol>	10.50%	22. Asst Golf Boys	7.00% *
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11. Asst Tennis Boys	•			
12. Varsity Sideline Cheer			I	
13				
14. Fresh Sideline Cheer				
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16				
17. Dive Coach Girls				
18. V/JV Golf Girls	•			
19. Asst Golf Girls			· · · · · · · · · · · · · · · · · · ·	
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2. Asst Varsity Basketball Boys       9.25%         3. JV Basketball Boys       9.25%         4. Fresh Basketball Boys       9.25%         5. Varsity Basketball Girls       13.90%         6. Asst Varsity Basketball Girls       9.25%         7. JV Basketball Girls       9.25%         8. Fresh Basketball Girls       9.25%         9. V/JV Swim Boys       12.00%         10. Asst Swim Boys       7.45%         11. Dive Coach Boys       17.45%         12. V/JV Bowling Boys       10.50%         13. V/JV Bowling Girls       10.50%         14. Varsity Wrestling Boys       12.00%         15. Asst Varsity Wrestling Boys       12.00%         16. Varsity Wrestling Girls       12.00%         17. Asst Varsity Wrestling Girls       12.00%         18. Wrestling PA       2.54%         20. Asst. Competitive Cheer       10.50%         21. V/JV Track Boys       10.50%         22. Asst Track Boys       7.00%         33. V/JV Track Girls       10.50%         44. Asst Track Girls       7.00%         55. Track PA       2.54%         6. Varsity Baseball       7.45%         7. Track PA       2.54%         8. JV Baseball       7.45%		13.90%		13.90%
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4. Fresh Baskethall Boys       9.25%       4. HS Vocal Director       5.95%         5. Varsity Baskethall Girls       13.90%       5. MS Vocal Director       3.70%         6. Asst Varsity Baskethall Girls       9.25%       6. HS Quiz Bowl Advisor       5.95%         7. JV Basketball Girls       9.25%       7. MS Quiz Bowl Advisor       3.70%         8. Fresh Baskethall Girls       9.25%       8. HS Dance       3.70% ***         9. V/JV Swim Boys       12.00%       9. HS Drama-Per Show/Max 3 per yr       7.0% ***         10. Asst Swim Boys       7.45%       10. MS Drama-Per Show/Max 3 per yr       2.54% ***         11. Dive Coach Boys       7.45%       10. MS Drama-Per Show/Max 3 per yr       2.54% **         12. V/JV Bowling Girls       10.50%       12. HS Student Council (2)       5.95% ***         13. V/JV Bowling Girls       10.50%       12. HS Student Council (2)       5.95% ***         14. Varsity Wrestling Boys       12.00%       14. Jr Class Advisor (2)       1.00% ***         15. Asst Varsity Wrestling Girls       12.00%       14. Jr Class Advisor (2)       1.00% ***         16. Varsity Wrestling Girls       12.00%       16. Fresh Class Advisor (2)       1.00% ***         18. Wrestling Boys       10.50%       FFA, BPA, Skills USA,       Construction Trades, <t< td=""><td></td><td></td><td>3. MS Band Director</td><td>12.00%</td></t<>			3. MS Band Director	12.00%
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7. JV Basketball Girls 9.25% 8. Fresh Basketball Girls 9.25% 8. HS Dance 3.70% ** 9. V/JV Swim Boys 12.00% 9. HS Drama-Per Show/Max 3 per yr 13.70% ** 10. Asst Swim Boys 7.45% 10. MS Drama-Per Show/Max 3 per yr 2.54% ** 11. Dive Coach Boys 7.45% 11. HS National Honor Society 5.95% ** 12. V/JV Bowling Boys 10.50% 12. HS Student Council (2) 5.95% ** 13. V/JV Bowling Girls 10.50% 13. Sr Class Advisor (2) 3.00% ** 14. Varsity Wrestling Boys 7.45% 15. Soph Class Advisor (2) 1.00% ** 16. Varsity Wrestling Girls 12.00% 16. Fresh Class Advisor (2) 1.00% ** 17. Asst Varsity Wrestling Girls 7.45% 16. Fresh Class Advisor (2) 1.00% ** 18. Wrestling PA 2.54% 16. Fresh Class Advisor (2) 1.00% ** 19. Competitive Cheer 10.50% 20. Asst. Competitive Cheer 7.00% 17. CTE Advisors, inclusive of: FFA, BPA, Skills USA, Construction Trades, Engineering, Culinary Arts, FCCLA, MITES 3.00% **  SPRING SPORTS 1. V/JV Track Boys 7.00% 2. Asst Track Boys 7.00% 2. Asst Track Boys 7.00% 3. V/JV Track Girls 10.50% 4. Asst Track Girls 10.50% 4. Asst Track Girls 7.00% 5. Track PA 2.54% 6. Varsity Baseball 7.45% 8. JV Baseball 7.45% 9. Fresh Baseball 7.45% 9. Fresh Baseball 7.45% 10. Baseball PA 2.54% 11. Varsity Softball 7.45% 11. Varsity Softball 7.45	•	13.90%	<ol><li>MS Vocal Director</li></ol>	3.70%
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10. Asst Swim Boys	<ol><li>Fresh Basketball Girls</li></ol>	9.25%	l .	
11. Dive Coach Boys	<ol><li>V/JV Swim Boys</li></ol>	12.00%		
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18. Wrestling PA       2.54%       FFA, BPA, Skills USA,         19. Competitive Cheer       10.50%       Construction Trades,         20. Asst. Competitive Cheer       7.00%       Engineering, Culinary Arts,         FCCLA, MITES       3.00% **         SPRING SPORTS         1. V/JV Track Boys       7.00%       * Only if 10+ Athletes         2. Asst Track Boys       7.00%       ** BA Step 1, Year         3. V/JV Track Girls       10.50%       ** BA Step 1, Year         4. Asst Track Girls       7.00%       ** BA Step 1, Year         5. Track PA       2.54%       ** Only if 10+ Athletes         6. Varsity Baseball       7.45%       ** BA Step 1, Year         7. Asst Varsity Baseball       7.45%       ** Presh Baseball       ** Presh Baseball         9. Fresh Baseball       7.45%       ** Presh Baseball       ** Presh			` '	1.00%
19. Competitive Cheer 10.50% 20. Asst. Competitive Cheer 7.00% Engineering, Culinary Arts, FCCLA, MITES 3.00% **  SPRING SPORTS  1. V/JV Track Boys 10.50% *Only if 10+ Athletes ** BA Step 1, Year  3. V/JV Track Girls 10.50% ** BA Step 1, Year  4. Asst Track Girls 7.00% ** BA Step 1, Year  5. Track PA 2.54% ** BA Step 1, Year  6. Varsity Baseball 12.00% 7. Asst Varsity Baseball 7.45% ** BA Step 1, Year  7. Asst Varsity Baseball 7.45% ** BA Step 1, Year  7. Asst Varsity Baseball 7.45% ** BA Step 1, Year  8. JV Baseball 7.45% ** BA Step 1, Year			· ·	
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FCCLA, MITES   3.00% **				
SPRING SPORTS         1. V/JV Track Boys       10.50%       * Only if 10+ Athletes         2. Asst Track Boys       7.00%       ** BA Step 1, Year         3. V/JV Track Girls       10.50%       ** BA Step 1, Year         4. Asst Track Girls       7.00%       ** BA Step 1, Year         5. Track PA       2.54%       ** BA Step 1, Year         6. Varsity Baseball       12.00%       ** BA Step 1, Year         7. Asst Varsity Baseball       12.00%       ** BA Step 1, Year         8. JV Baseball       7.45%       ** BA Step 1, Year         9. Fresh Baseball       7.45%       ** BA Step 1, Year         10. Baseball       7.45%       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA Step 1, Year       ** BA Step 1, Year         ** BA	20. Asst. Competitive Cheef	7.0070		3.00% **
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2. Asst Track Boys       7.00%       ** BA Step 1, Year         3. V/JV Track Girls       10.50%         4. Asst Track Girls       7.00%         5. Track PA       2.54%         6. Varsity Baseball       12.00%         7. Asst Varsity Baseball       7.45%         8. JV Baseball       7.45%         9. Fresh Baseball       7.45%         10. Baseball PA       2.54%         11. Varsity Softball       12.00%         12. Asst Varsity Softball       7.45%		10.50%	* Only if 10+ Athletes	
3. V/JV Track Girls       10.50%         4. Asst Track Girls       7.00%         5. Track PA       2.54%         6. Varsity Baseball       12.00%         7. Asst Varsity Baseball       7.45%         8. JV Baseball       7.45%         9. Fresh Baseball       7.45%         10. Baseball PA       2.54%         11. Varsity Softball       12.00%         12. Asst Varsity Softball       7.45%	· ·	7.00%		
5. Track PA       2.54%         6. Varsity Baseball       12.00%         7. Asst Varsity Baseball       7.45%         8. JV Baseball       7.45%         9. Fresh Baseball       7.45%         10. Baseball PA       2.54%         11. Varsity Softball       12.00%         12. Asst Varsity Softball       7.45%	3. V/JV Track Girls	10.50%		
6. Varsity Baseball 12.00% 7. Asst Varsity Baseball 7.45% 8. JV Baseball 7.45% 9. Fresh Baseball 7.45% 10. Baseball PA 2.54% 11. Varsity Softball 12.00% 12. Asst Varsity Softball 7.45%	4. Asst Track Girls	7.00%		
7. Asst Varsity Baseball 7.45%  8. JV Baseball 7.45%  9. Fresh Baseball 7.45%  10. Baseball PA 2.54%  11. Varsity Softball 12.00%  12. Asst Varsity Softball 7.45%	<ol><li>Track PA</li></ol>	2.54%		
8. JV Baseball       7.45%         9. Fresh Baseball       7.45%         10. Baseball PA       2.54%         11. Varsity Softball       12.00%         12. Asst Varsity Softball       7.45%				
9. Fresh Baseball       7.45%         10. Baseball PA       2.54%         11. Varsity Softball       12.00%         12. Asst Varsity Softball       7.45%	•			
10. Baseball PA       2.54%         11. Varsity Softball       12.00%         12. Asst Varsity Softball       7.45%				
11. Varsity Softball 12.00% 12. Asst Varsity Softball 7.45%	* *			
12. Asst Varsity Softball 7.45%				
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15. JV SORBAIL /.45%				
	13. ЈУ Бопран	1.45%	I	

## APPENDIX D – 2025-2026 Salary Schedule (See Below)

The 2025-2065 13 step salary schedule reflects an increase of 2% for all steps 1-13.

Yearly	B.A. Index	13-Step Degree Salary	M.A./B.A. + 35	13 –Step Degree Salary	
Step		2025-2026	Index	2025-2026	
T		2%		2%	
1	1.0000	\$45,304	1.0675	\$48,362	
2	1.0144	\$45,956	1.0843	\$49,123	
3	1.0668	\$48,330	1.1467	\$51,950	
4	1.1242	\$50,930	1.2142	\$55,008	
5	1.1817	\$53,535	1.2816	\$58,061	
6	1.2392	\$56,140	1.3491	\$61,119	
7	1.2967	\$58,745	1.4165	\$64,173	
8	1.3542	\$61,350	1.4840	\$67,231	
9	1.4116	\$63,951	1.5514	\$70,284	
10	1.4691	\$66,556	1.6189	\$73,342	
11	1.5266	\$69,160	1.6864	\$76,400	
12	1.5889	\$71,983	1.7604	\$79,752	
13	1.6610	\$75,249	1.8460	\$83,630	
					<u>2025-2026</u>
			M.A. +15	0.01	\$ 836
			Specialist	0.023	\$ 1,924
			Doctorate	0.046	\$ 3,847

See Article 5J for military service credit

2025-2026		BA Base \$ 45,304 MA/BA Max \$ 83,630
	Index	Amount
Resignation Incentive Payment	.0150	\$1,255
Longevity after 20 years	.0146	\$661
Longevity after 25 years	.0544	\$2,465

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

#### **Department Heads:**

Department Heads who direct (including themselves):

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ZUZ	3-ZI	120	Kai	æ

High School:	BA Base	\$ 45,304
1 & 2 teachers	0.008985	\$ 407
3-6 teachers plus Art	0.02697	\$ 1,222
7 or more teachers	0.044955	\$ 2,037
Lincoln Alternative	0.044955	\$ 2,037

#### Middle School:

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

The following schedule will be followed:

#### 2025-2026 Rate

Middle School:	BA Base	\$45,304
1 & 2 teachers	0.008985	\$ 407
3-6 teachers plus Art	0.02697	\$ 1,222
7 or more teachers	0.044955	\$ 2,037

#### **Elementary School:**

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

#### 2025-2026 Rate

<b>Elementary School:</b>	<b>BA Base</b>	\$45,304
K-5 Grade Level Chairperson	0.044955	\$ 2,037
Special Ed Team Leader	0.044955	\$ 2,037
K-5 Mathematics Coordinator	0.044955	\$ 2,037
Encore Team	.044955	\$2,037

District:	BA Base	\$ 45,304	
International Baccalaureate Coordinator	0.044955	\$ 2,037	
Mentor Coordinator	0.044955	\$ 2,037	

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

#### **Hourly Compensation for Teachers:**

Teacher hourly rates are effective July 1.

Any work conducted outside of contractual hours must be approved by the Superintendent or designee. Hourly compensation will be provided for the following areas at the rates specified:

		2025-2026
Hourly Rates		B.A. Base Salary
<		\$ 45,304
	<u>INDEX</u>	SALARY
Classification 1:		
Extra duty class coverage for all teachers		
• FAPE Instruction		
Homebound Instruction		
	.001085	\$49.15
Classification 2:		\$17.13
Athletic Trainer		
Before/After school programs (not otherwise compensated in CBA)		
Before, Lunch, and After school tutoring		
• IEP/Staffing after the 4 <sup>th</sup> meeting (Article 8)		
Lunch Detention		
Summer school instructors		
OMS/OHS Counselor Summer Work		
District PD Instructor	.000734	\$ 33.25
Classification 3:		
Conference Attendees		
Curriculum Writers		
IB Concept Design/Planning		
	0.000438	\$ 19.84
Classification 4:	=	
<ul> <li>Field Trips-any building or central office pre-approved field trip for grades 3-5</li> </ul>	0015	\$208.39/per trip/per day (includes all planning and
Classification 5:	.0046	preparation)
Working Athletic Events		
	.000810	\$36.69/per event

### APPENDIX E – GRIEVANCE REPORT FORM

## GRIEVANCE REPORT: OWOSSO EDUCATION ASSOCIATION PROFESSIONAL GRIEVANCE REPORT

District:	Grievance Number:		
Building:	Date of Violation	Date	of Grievance:
Subject to provisions of the Association, I authorize the r collective bargaining representant other state of the profession STATEMENT OF THE GRID	representatives of the Ass ntative to process this r onal grievance procedur	ssociation recogn equest or claim	ized by the Board as my arising from it in this or
Article(s) Violated:			
REMEDY REQUESTED:			
Approval for processing:			
Signature of Grievant (use rev more than one grievant):	verse side for additional	signature if	Date:
Superintendent's Disposition:			
Date:			
Association Disposition:			
Signature of Superintendent			



The District does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex (including gender identity or expression, sexual orientation, pregnancy, childbirth, or a related condition), age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis, and prohibits unlawful discrimination, including harassment and retaliation, in any education program or activity that it operates, including in admission and employment. In addition, arrangements can be made to ensure that the lack of English language proficiency is not a barrier to admission or participation

The following compliance officers have been designated to handle inquiries about the nondiscrimination policies and grievance procedures: Title IX Coordinator is Rich Collins, Principal, Owosso Middle School, 765 E. North St., Owosso, MI 48867, (989) 723-3460, collinsr@owosso.k12.mi.us or Dr. Catheryn Dwyer, Assistant Superintendent, District Administration Bldg., 645 E. Alger St., Owosso, MI 48867 (989) 723-8131, <a href="mailto:dwyerc@owosso.k12.mi.us">dwyerc@owosso.k12.mi.us</a>. The Section 504 Coordinator is Bridgit Spielman, Principal, Bryant Elementary,925 Hampton St., Owosso, MI 48867 (989) 723-4355 <a href="mailto:spielman@owosso.k12.mi.us">spielman@owosso.k12.mi.us</a>. The designated Civil Rights Coordinator/Employment Compliance Officer is Carrie Yoho, Human Resources Director, District Administration Bldg., 645 Alger St., Owosso, MI 48867 (989) 723-8131.

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