

8/31/94

1991-92 THRU 1993-94 AGREEMENT
BETWEEN THE
OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT
AND THE
OTTAWA AREA EDUCATION ASSOCIATION

Ottawa Area Intermediate School District

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PREAMBLE

This Agreement is entered into by and between the Ottawa Area Education Association (Ottawa Area Center), hereinafter called the "Association", and the Ottawa Area Intermediate School District, hereinafter called the "District". The signatories shall be the sole parties to this Agreement.

WITNESSETH

WHEREAS, the District has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

ARTICLE I

RECOGNITION

The District hereby recognizes the Association as the sole and exclusive bargaining representative for all full and part-time certified teachers, temporary teachers (1), occupational and speech therapist at Ottawa Area Center serving in certified positions, but excluding substitute teachers (2), aides, social workers, psychologists, nurses, superintendent, assistant superintendent, principals, assistant principals and all other employees.

1. Temporary teachers shall be defined as teachers employed for a full year for teachers on leaves of absence.
2. Substitute teachers shall be defined as teachers filling a position for less than one (1) full school year.

The District agrees not to negotiate with or recognize any other teachers' organization for this bargaining unit.

The term teacher when used in this agreement shall refer to Bargaining Unit Member.

ARTICLE II
DISTRICT RIGHTS

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

1. Manage and control the school's business space, the equipment and the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of the Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of short duration), determine the size of the work force and to lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

ARTICLE II, District Rights (Continued)

5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical condition.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.
- B. The matter contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III
PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, or service fees in the Association. Such authorization shall continue in effect from year to year unless revoked, in writing from July 1 to September 1 for each given school year. Pursuant to such authorization, the District shall make deductions in nineteen (19) equal installments from each paycheck beginning in September and ending in June of each year.

- B. Upon appropriate written authorization from the teacher, the District shall make deductions from the salary of any teacher and make appropriate remittance for up to four (4) annuity programs, credit union, savings bonds, United Fund, or other plans or programs jointly approved by the Association and the District.

- C. Teachers shall have the option of receiving pay on twenty-one (21) or twenty-six (26) equal pay period basis.

ARTICLE IV
TEACHER RIGHTS

- A. The provision of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

- B. At the beginning of each school year the District shall provide to each teacher, a handbook, which shall contain applicable Board policy and administrative rules and regulations as determined by the District. The handbook will be periodically updated and such updated information shall be provided to all teachers. A copy of the handbook will be provided to each new teacher upon employment.

ARTICLE V
TEACHER PROTECTION

- A. The District agrees to support its teachers in taking all reasonable actions in maintaining proper classroom order.

- B. Time lost as a result of an assault upon a teacher by a student shall not be charged to the teacher. Time lost as a result of being complained against if sued by reason of disciplinary action taken by the teacher shall not be charged against the teacher if his action is upheld.

- C. The District agrees to reimburse teachers for destruction of clothing or glasses due to an assault on a teacher by a pupil provided:
 - 1. That in the opinion of the Superintendent, the teacher was exercising reasonable care in dealing with the student.
 - 2. Within three (3) days of the occurrence the teacher shall file a written report with the building supervisor detailing the incident.
 - 3. The District will reimburse teachers for a reasonable amount.
 - 4. Teachers may be required to submit evidence of the amount of damage done.
 - 5. That such loss is not reimbursable through applicable insurance coverage.

ARTICLE VI
TEACHING CONDITIONS

- A. Insofar as pupil-teacher ratio is recognized as an important aspect of an effective educational program, the District agrees that so far as practicable it shall bring class size within the applicable state standards or file a deviation in those cases where appropriate.
- B. The Board agrees to provide the following work benefits for employees of the unit:
1. Telephone
 2. A faculty room
 3. Parking facilities
 4. Restroom facilities
 5. A desk, chair and filing cabinet for each teacher if requested.
 6. Smoking area
- C. Whenever a teacher is absent for 1/2 day or more, with advance notice, the Board will make reasonable efforts to hire a qualified substitute.

ARTICLE VII

TEACHING HOURS AND STAFF MEETINGS

- A. The normal teaching load shall consist of a minimum of twenty-seven and one-half (27-1/2) hours of pupil contact time per week and five (5) hours of on-site preparation time per week. All teachers are required to be at their working stations by 8:30 a.m. and will normally be permitted to leave school premises after 3:30 p.m. each day. Each teacher will be provided with a duty-free break of 30 minutes each day. The time of such breaks will be worked out between the supervisor and the teacher involved.
- B. Staff Meetings - It is agreed that staff meetings called by the Director shall be planned such that subject meetings are not of an excessive nature. So far as practicable (barring unusual circumstances) staff meetings are to be planned to be of one (1) hour or less duration and no more than one (1) staff meeting is to be scheduled per week. An agenda outlining those issues to be discussed at subject meeting shall be presented in advance of such meeting to all teachers to enable adequate staff preparation. So far as practicable, an agenda should be prepared 24 hours in advance of a scheduled staff meeting. For the purpose of this Agreement, a staff meeting shall be defined as a meeting requiring the presence of the entire teaching staff and at least one administrator.
- C. Any funds received by the District for accepting student teachers shall be placed in a fund to be dispersed by mutual agreement of the staff and supervisor.

ARTICLE VII, Teaching Hours and Staff Meetings (continued)

- D. Normally contract negotiations and grievance processing will be conducted outside of teacher duty hours. However, when it is mutually agreeable for representatives of the District and the Association to meet during duty hours, the Association representatives shall be released from regular duties without loss of salary.

ARTICLE VIII
ASSOCIATION RIGHTS

- A. The Association and/or its representative shall have the right to use the Ottawa Area Center at reasonable hours for meetings, provided that advance approval has been obtained from the Superintendent or his designee at least forty-eight (48) hours prior to the scheduled meeting. In an emergency situation the 48 hour requirement may be waived by approval of the Building Director. No charge shall be made for the use of school rooms during school days from the hours 7:00 a.m. to 6:00 p.m. Outside of said hours, the District may also reasonably charge and be paid by the Association for: special custodial service when necessary, damages to District equipment, facilities, and other properties attributable to such use.

- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before and after school hours, provided that such business shall not interfere with or interrupt normal school operations.

- C. The Association shall have the privilege of using school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio visual equipment at reasonable times (as determined by the Superintendent or his designee). (The Association shall pay for the cost of all materials, supplies, and repairs incidental to such use.)

ARTICLE VIII, Association Rights (Continued)

- D. The Association shall have the right to post notices of activities and matters of Association concern on an employee bulletin board provided for that purpose.

- E. Not later than November 1 of each year, the administration will provide the Association with a current seniority list.

ARTICLE IX

TRANSFERS

Requests by a teacher for transfer to a different position within the Ottawa Area Intermediate School District, shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, level, or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year and shall expire at the end of the academic year in which it is submitted.

An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. Upon request he will put such reasons in writing.

ARTICLE X

VACANCIES

- A. A vacancy is defined as a newly created or unfilled contracted school year position within the Bargaining Unit which the District intends to fill.
- B. When vacancies occur during the school year, it may be difficult to fill them from within the District without disruption to the existing instructional program. Therefore, if in the Superintendent's judgement such a vacancy could best be filled from outside the District, he or his designee may fill the position on a temporary or tentative basis until the end of the current year at which time the position will be considered vacant.

Whenever a vacancy develops, the Superintendent or his designee shall post notice of same on a bulletin board for no less than 10 working days before the position is filled. Vacancies shall be filled on the basis of the applicant's experience, competency, qualifications, length of service in the district, and other relevant factors.

If, in the determination of the Superintendent or his designee, any of the above factors are equal, then the vacancy shall be filled by the drawing of lots in the presence of the persons involved, the President of the Association and the Superintendent or his designee.

ARTICLE X, Vacancies (continued)

Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

Teachers with specific interests in possible vacancies will notify the Superintendent, or his designee, of their interest in writing during the last regular week of school, and the notification shall include a summer address. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by certified letter.

- C. The District agrees to post notice of vacancies in professional positions outside the Bargaining Unit. The District retains the right to fill such positions on its determination of qualifications. Positions shall be posted at least two (2) weeks prior to filling the vacancies.

- D. The Special Education Directors and Coordinators will, as well as circumstances permit, inform the Ottawa Area Center staff of all planned program transfers or additions, and will post the positions resulting from such transfers or additions at the Ottawa Area Center.

ARTICLE XI

LAYOFF AND RECALL PROCEDURE

- A. It is hereby recognized that it is within the discretion of the District to reduce the educational program and curriculum and staff when economic necessity and program change dictates.

In order to promote an orderly reduction in personnel when the educational program and curriculum and staff is curtailed, the following procedure will be used:

1. Substitutes will be laid off first.
 2. Probationary employees will be laid off where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the duties of the probationary teacher.
 3. In the event tenure teachers must be laid off, layoff will be on the basis of seniority, provided those teachers remaining are certified and qualified for the remaining positions. If two or more persons have equal seniority and both are eligible for a given position, then seniority shall be determined by drawing lots in the presence of the persons involved and the President of the Association. Teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified in accordance with the above procedure.
 4. Vacancies created by layoff procedures will be filled according to the conditions of Article X, Vacancies. In the process of reassignment of existing staff, the Director shall consult with representatives of the O.A.E.A. Executive Board and the affected bargaining unit member prior to making a decision.
- B. The Board shall notify a teacher of layoff for the ensuing year not later than July 1. However, if economic conditions and/or program change necessitates layoff during the year, the teacher(s) involved will be given at least 20 calendar days notice prior to the effective date of the layoff.

ARTICLE XI, Layoff and Recall Procedure (continued)

- C. During a period of layoff, teachers shall not be entitled to insurance benefits at District expense. Upon the approval of, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the teacher's expense by paying the appropriate premiums.

- D. New full time certified teachers acting in a teaching capacity in the Ottawa Area Center shall not be hired by the District except per diem substitutes while there are teachers currently employed by the District at the Ottawa Area Center who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any Bargaining Unit vacancy which may arise.

- E. The District shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the District of any change in address. The teacher's address as it appears on the District's records shall be used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from date of sending the recall, unless an extension is granted in writing by the District, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any relationship with the District.

ARTICLE XI, Layoff and Recall Procedure (continued)

F. Definitions:

- a. Certification shall be defined as possessing a provisional, permanent, or continuing certificate appropriate to the teaching assignment.
- b. Qualified shall be defined as possessing a sufficient number of credit hours in that academic area to meet accrediting agency standards.
- c. Seniority shall be defined as the continuous length of service in the District by employees assigned to the Ottawa Area Center in positions that require certification.

ARTICLE XII
EVALUATION OF TEACHERS

- A. The evaluation of the performance of each teacher in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly. No electronic device shall be used during the evaluation process without consent of the teacher.

- B. Evaluation shall only be conducted by the building principal or other qualified administrator as designated by the Board of Education. The District reserves solely unto itself, or its designated agent, the right to determine whether or not an administrator is qualified to evaluate members of the Bargaining Unit.

- C. The performance of all teachers shall be evaluated in writing.
 - 1. Probationary teachers shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 15. A personal interview will be held to review the evaluation within ten (10) days after the evaluation is made by the administrator. At such time, the administrator shall identify problem areas and the specific ways in which subject teacher's performance must be improved. He shall also outline the assistance to be given toward such end by the administrator and other staff members.

 - 2. Tenure teachers shall be evaluated in writing at least once each year, but before March 15 of each year. A personal interview will be held with each tenure teacher to review the evaluation within ten (10) days after the evaluation is made by the administrator. At such time, the administrator shall identify problem areas and the specific ways in which subject teacher's performance must be improved. He shall also outline the assistance to be given toward such end by the administrator and other staff members.

Article XII, Evaluation of Teachers (continued)

D. Two (2) copies of the written evaluation shall be submitted to the teacher, one to be signed and returned to the administration and the other one to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his evaluation file, or he may request an additional observation.

E. Each teacher shall have the right upon request to review the contents of his evaluation file.

This District and the Association realize that a new teacher may need help and orientation to be an effective teacher in the Ottawa Area Center. It is an acceptable practice for the building principal to assign a teacher with experience to a probationary teacher as a teaching coach. This assignment must meet with the approval of the two teachers involved.

F. Evaluations as described herein shall require the evaluator to be present in the room for a continuous period of at least 30 minutes.

G. New evaluation form(s), when finalized, will be addressed through a Letter of Understanding.

ARTICLE XIII
DISCIPLINE OF TEACHERS

- A. Teachers shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned or disciplined for any infraction of rules. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

- B. No teacher shall be disciplined or reprimanded without just cause.

- C. Complaints received by the administration against a teacher which will become part of the teacher's personnel file shall be promptly called to the attention of the teacher.

- D. Discipline may include, by way of illustration and not by way of limitation, oral reprimand, written reprimand, suspension, and/or discharge.

ARTICLE XIV
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.

- B. The Association shall designate one representative to handle grievances when requested by the grievant. The District hereby designated the principal to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

- C. The term "days" as used herein shall mean days in which school is in session.

- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant(s) or the Association;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.

- E. Level One - A teacher (or Association) alleging a violation of the express terms of this contract shall, within ten (10) days of the alleged violation(s) occurrence, or such date as the teacher should have reasonably become aware of the alleged violation, orally discuss the grievance with the principal in an attempt to resolve same.

Article XIV, Grievance Procedure (continued)

E. Level One (continued)

If no resolution is obtained within five (5) days after the oral discussion with the principal, the teacher shall, within five (5) days of such oral discussion, reduce the grievance to writing and deliver it to the principal. If the teacher does not receive an answer within five (5) days thereafter, or if the written answer is unacceptable, the teacher shall within ten (10) days of the date on which the written grievance was submitted to the principal, file his/her grievance at Level Two.

A copy of the written decision of the Building Director shall be forwarded to the Superintendent of Schools for permanent filing.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the

Article XIV, Grievance Procedure (continued)

Level Two (continued)

Association secretary, and the principal, and place a copy of the same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing the written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meetings not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board of Education shall allow the teacher or his/her Association representative an opportunity for a private hearing at their next regular meeting, to the extent permitted by the Open Meetings Act MCLA 15.261 et. seq. Within fifteen (15) days from the hearing of the grievance the Board shall render its decision in writing. The Board of Education may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board of Education more than fifteen (15) days after the initial hearing.

Article XIV, Grievance Procedure (continued)

A copy of the written decision of the Board of Education shall be forwarded to the Superintendent for permanent filing, the principal, the grievant, and the secretary of the Association.

Level Four - Individual teachers shall not have the right to process a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board has been rendered refer the matter for arbitration to the American Arbitration Association in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the District and the Association. Subject to the right of the District and the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He shall not hear any grievances barred from the scope of the grievance procedure.
 - c. Where no financial loss has been caused by the action of the District complained of, the District shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to award punitive damages.

Article XIV, Grievance Procedure (continued)

Level Four (continued)

- d. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- e. He shall have no power to change any practice, policy or rule of the District nor substitute his judgement for that of the District as to the reasonableness of any such practice, policy, rule or action of the District is in violation of this Agreement.
- f. He shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
- g. Not more than one grievance may be considered by the arbitrator at one time except by mutual consent.

F. The fees and expenses of the arbitrator shall be equally shared between the parties.

G. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the District (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

H. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Article XIV, Grievance Procedure (continued)

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

J. The following matters shall not be subject to the grievance procedure:

1. Failure to re-employ a probationary teacher;
2. The placing of a non-tenure teacher on a third year of probation;
3. Any non-procedural matter involving teacher evaluation.
4. Any matter in which the Teacher Tenure Act prescribes a procedure or authorizes a remedy (i.e., discharge and/or demotion).
5. Any claim or complaint in which the teacher has initiated remedial procedures via a forum established by law or by regulation having the force of the law.

ARTICLE XV

CONTINUITY OF OPERATIONS

The Association and District recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy. The Association and District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption to the detriment of the children or the educational process in the Ottawa Area Center. Violations of this Article may result in disciplinary action.

ARTICLE XVI

ILLNESS & DISABILITY

A. 1. Upon initial employment in the unit, each teacher will be credited with twelve (12) days sick/disability leave. Each year of employment thereafter, each teacher shall be credited with an additional ten (10) days. Teachers beginning employment after the beginning of the year will be prorated. The unused portion of sick/disability days shall accumulate from year to year to a maximum of thirty (30) days, provided, however that no teacher shall forfeit days already accumulated.

2. Teachers working summer school programs will be credited with one day (1) sick leave for the four week session, with one and one-half (1-1/2) days of sick leave for the five week session and three (3) days for the 10 week session worked during summer school. These days shall be non-accumulative. Further, teachers utilizing sick leave during summer school shall only be entitled to use sick leave credited during the summer, as explained immediately above. Teachers will not be entitled to use other accumulated sick leave during summer school.

B. Teachers may use sick/disability leaves as follows:

1. To recover from a period of personal illness/disability provided, however, that the sick leave payments be subject to the teacher having performed all duties until physically sick/disabled and returns to service as soon as physically able to perform all duties.

Article XVI, Illness and Disability (continued)

2. Up to five (5) days of leave per year may be used for serious illness to mother, father, mother-in-law, father-in-law, and those members of the immediate family in the same household. Leave requests concerning other persons require advance approval of the Building Director(s).
3. Teachers may be granted up to two (2) paid personal days per year, non-accumulative, and the second of which shall be chargeable against sick leave, to be used for personal matters which cannot be handled outside working hours or during vacation periods. Personal business leave may not be used on the day before or after a holiday or vacation period. Teachers shall state in writing the reason for requesting personal business leave. Requests shall be made forty-eight (48) hours in advance except in cases of emergency and prior approval shall be required from the building supervisor. Such days shall not be used for personal gain. Approval shall not be unreasonably withheld.

C. The Board may require a physician's certificate verifying an illness/disability when said illness/disability has caused a teacher to be absent from his/her teaching responsibility five (5) consecutive days, or when the District has cause to believe there has been an abuse of sick leave privileges.

D. The District will furnish a written statement no later than September of each school year setting forth the total days of sick leave credit.

E. Workers Compensation:

Irrespective of Article XVII, Section D., the Employer shall, upon application for same, continue to contribute its normal obligation towards health care benefits as provided in Article XXII for those employees on unpaid leave necessitated by a circumstance to which worker's compensation has been

ARTICLE XVI, Illness and Disability (continued)

E. Workers Compensation (continued)

determined as applicable. However, the Employer shall in no way be so obligated for more than one (1) month. Upon written application an extension not to exceed 3 additional months may be granted by the superintendent.

Proration of sick days may be used to make up the difference between worker's compensation benefit and regular take-home pay after any and all authorized or required deductions.

F. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness or disability, or one (1) year, whichever is lesser. The teacher must notify the Board in writing, of his intention to return from such leave. Upon written request of the teacher the Board may extend the unpaid leave of absence.

ARTICLE XVII

LEAVES OF ABSENCE

A. Child care leave without pay, not exceeding one (1) year in length, may be granted a teacher who does not choose to use sickness or disability leave. Such leave is renewable at the discretion of the Superintendent if requested by the teacher in writing at least three (3) months prior to the expiration of the leave. Employees shall be granted maternity leave pursuant to the provision of PL 95-555. It is further provided that:

1. The teacher shall notify the Superintendent in writing at least three (3) months prior to the requested beginning date of the leave. Said notification shall request a beginning date and ending date for the leave. This may be waived in cases of emergency.
2. The dates and request shall be referred to the Superintendent for approval. It is understood that each request for child care will be considered on an individual basis.
3. The reinstatement shall be to the teacher's former position or a position of like nature.
4. The superintendent may approve early termination of a leave if requested in writing by the teacher.
5. In the event of the death of the object child of the leave, the leave of absence may be terminated upon request of the teacher and approval of the Superintendent.

B. Teachers may make application to the District for a general leave of absence. Application for such leaves shall set forth the following minimal information:

1. Name, Date, applicant's signature.
2. Nature of the request.

ARTICLE XVII, Leaves of Absence (continued)

3. Reason for the request and any additional data or documentation the teacher feels will bear on the merits of the requested leave of absence.
4. Dates applicant desires to commence and terminate the leave of absence.

Upon receipt of proper application, the District will review the request and the reasons advance in support thereof. The granting or denial of unpaid leave of absence shall be discretionary with the Superintendent of Schools, however, within ten (10) days after the receipt of proper application the Superintendent of Schools will render his decision to the applicant regarding same.

C. Unpaid leaves of absence as provided for in paragraphs A and B above shall be without pay, fringe benefits, seniority, experience credit and without sick leave accumulation. Teachers on unpaid leave shall be permitted to continue insurance benefits by paying the District for the cost of the premium. The teacher shall notify the District if he/she elects to continue benefits so arrangement for payment can be made. Any teacher who takes unpaid leave shall receive district paid benefits on a prorated basis by calculating number of days worked to number of contracted school days. Upon return from an authorized unpaid leave of absence, the teacher shall be restored to the same position on the salary schedule as when he/she left and be entitled to other accrued benefits earned prior to said leave.

ARTICLE XVII, Leaves of Absence (continued)

D. During the period of an unpaid leave of absence, teachers shall not be entitled to insurance benefits at District expense. Upon the approval of, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the teacher's expense by paying the appropriate premiums at the payroll office

E. A teacher who is summoned for jury duty and is not relieved from such duty shall be granted a jury duty leave of absence for that purpose, provided evidence of such duty is presented to the Board at the earliest possible date. Teachers shall work their scheduled hours when not serving as jurors, and a teacher not selected to serve on a particular jury shall report for work immediately after selection of said jury. The teacher shall receive his/her basic rate of pay for the time lost from regularly scheduled work less any amount received for such jury duty excluding travel allowances and reimbursements for expenses.

F. Up to three (3) days per year, non-accumulative, without loss of pay may be used by a teacher to attend the funeral of a member of his/her immediate family. Immediate family is defined as: spouse, parent, child, grandparent, parent-in-law or sibling of the teacher. Leave requests concerning other persons require advance approval of the superintendent or his designee. Additional days may be granted at the discretion of the superintendent or his designee.

ARTICLE XVIII
CONFORMITY TO LAW

This Agreement is subject in all respects to Federal and State laws with respect to the powers, rights, duties, and obligations of the District, the Association and employees in the Bargaining Unit, and in the event any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be null and void. At the option of either party to the contract, the specific provision thus voided and that provision only shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

ARTICLE XIX

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX
NEGOTIATION PROCEDURES

No amendment or supplement to this Agreement shall be effective or valid for any purpose whatever unless set out in writing and signed by the District and the Association in the same formality as used in the execution of this Agreement.

ARTICLE XXI

CALENDAR

"ONE DAY WILL BE AVAILABLE TO EACH TEACHER FOR
INSERVICE PURPOSES BETWEEN OCTOBER 1 AND APRIL 30.
THE DATE AND THE INSERVICE TRAINING TO BE APPROVED
BY THE ADMINISTRATION AT LEAST TEN (10) DAYS IN ADVANCE."

The ten (10) day requirement may be waived by mutual
consent.

START AFTER
LABOR DAY

OTTAWA AREA CENTER
RECOMMENDED 1991-92 SCHOOL CALENDAR

						Number of Days								Number of Days	
M	T	W	TH	F		Student	Staff	M	T	W	TH	F		Student	Staff
SEPTEMBER								FEBRUARY							
2	3	4	5	6		3	4	3	4	5	6	7		5	5
9	10	11	12	13		5	5	10	X	X	13	14		5	5
16	17	18	19	20		5	5	17	18	19	20	21		5	5
23	24	25	26	27		5	5	24	25	26	27	28		4	5
30						1	1								
OCTOBER								MARCH							
	1	2	3	4		4	4	2	3	4	5	6		5	5
7	8	9	10	11		5	5	9	10	11	12	13		5	5
14	15	16	17	18		5	5	16	17	18	19	20		5	5
21	22	23	24	25		5	5	23	24	25	26	X		5	5
28	X	X	31			4	4	30	31					2	2
NOVEMBER								APRIL							
				1		1	1			1	2	3		3	3
4	5	6	7	8		5	5	6	7	8	9	10		0	0
11	12	13	14	15		5	5	13	14	15	16	17		5	5
18	19	20	21	22		5	5	20	21	22	23	24		5	5
25	26	27	28	29		3	3	27	28	29	30			4	4
DECEMBER								MAY							
2	3	4	5	6		5	5	4	X	X	7	8		1	1
9	10	11	12	13		5	5	11	12	13	14	15		5	5
16	17	18	19	20		5	5	18	19	20	21	22		5	5
23	24	25	26	27		0	0	25	26	27	28	29		5	5
30	31					0	0							4	4
JANUARY								JUNE							
				1	2	2	2	1	2	3	4	5	RD	5	5
6	7	8	9	10		5	5								
13	14	15	16	17		5	5								
20	21	22	23	24		5	5								
27	28	29	30	31		5	5								
TOTAL						98	99	TOTAL						83	84
						GRAND TOTALS						181	183		

1/2 Day Inservice

Staff may individually choose one of the following options as their record day:

1. May 30, 1992 (Saturday)
2. Two extended days of 3 hours and 15 minutes during the week of June 1-5, 1992
3. June 8, 1992 (Monday)

June 5 - student day - dismissed at 1:30 p.m.

Summer school starts June 15, 1992, ends August 21, 1992

Key:

- O = STAFF ONLY
- = STUDENT/STAFF VACATION
- X = 1/2 DAY PTC/INSERVICE
- RD = RECORDS DAY

START BEFORE
LABOR DAY

OTTAWA AREA CENTER
RECOMMENDED 1992-93 SCHOOL CALENDAR

M	T	W	TH	F	Number of Days	
					Student	Staff
SEPTEMBER						
31	1	2	3	4	4	5
7	8	9	10	11	4	4
14	15	16	17	18	5	5
21	22	23	24	25	5	5
28	29	30			3	3

OCTOBER						
			1	2	2	2
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	23	5	5
26	27	28	29	30	5	5

NOVEMBER						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	25	26	27	3	3
30					1	1

DECEMBER						
1	2	3	4		4	4
7	8	9	10	11	5	5
14	15	16	17	18	5	5
21	22	23	24	25	3	3
28	29	30	31		0	0

JANUARY						
				1	0	0
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29	5	5

TOTAL 99 | 100

M	T	W	TH	F	Number of Days	
					Student	Staff
FEBRUARY						
1	2	3	4	5	5	5
8	X	X	11	12	5	5
15	16	17	18	19	5	5
22	23	24	25	26	5	5

MARCH						
1	2	3	4	5	5	5
8	9	10	11	12	4	5
15	16	17	18	19	5	5
22	23	24	25	26	5	5
29	30	31			3	3

APRIL						
			1	2	2	2
5	6	7	8	9	0	0
12	13	14	15	16	5	5
19	20	21	22	23	5	5
26	27	28	29	30	5	5

MAY						
3	X	X	6	7	5	5
10	11	12	13	14	5	5
17	18	19	20	21	5	5
24	25	26	27	28	5	5
31					0	0

JUNE						
				4	3	4
1	2	3				

TOTAL 82 | 84

GRAND TOTALS 181 | 184

Summer school starts June 14, 1993, ends August 20, 1993

Key:

- 0 = STAFF ONLY
- = STUDENT/STAFF VACATION
- X = 1/2 DAY PTC/INSERVICE
- RD = RECORDS DAY

2 Day
Inservice

START BEFORE
LABOR DAY

OTTAWA AREA CENTER
RECOMMENDED 1993-94 SCHOOL CALENDAR

M	T	W	TH	F	Number of Days	
					Student	Staff
SEPTEMBER						
		①	2	3	2	3
6	7	8	9	10	4	4
13	14	15	16	17	5	5
20	21	22	23	24	5	5
27	28	29	30		4	4

OCTOBER						
				1	1	1
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	X	X	28	29	5	5

NOVEMBER						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15	16	17	18	19	5	5
22	23	24	25	26	3	3
29	30				2	2

DECEMBER						
	1	2	3		3	3
6	7	8	9	10	5	5
13	14	15	16	17	5	5
20	21	22	23	24	0	0
27	28	29	30	31	0	0

JANUARY						
3	4	5	6	7	5	5
10	11	12	13	14	5	5
17	18	19	20	21	5	5
24	25	26	27	28	5	5
31					1	1

TOTAL 95 | 96

M	T	W	TH	F	Number of Days	
					Student	Staff
FEBRUARY						
	1	2	3	4	4	4
7	X	X	10	11	5	5
14	15	16	17	18	5	5
21	22	23	24	25	5	5
28					1	1

MARCH						
	1	2	3	4	4	4
7	8	9	10	11	4	5
14	15	16	17	18	5	5
21	22	23	24	25	5	5
28	29	30	31		4	4

APRIL						
				1	1	1
4	5	6	7	8	0	0
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29	5	5

MAY						
2	X	X	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	25	26	27	5	5
30	31				1	1

JUNE						
		1	2	3	3	3
6	7	8	9	10	4	5
				RD		

TOTAL 86 | 88

GRAND TOTALS 181 | 184

Summer school starts June 20, 1994, ends August 26, 1994

Key:

- O = STAFF ONLY
- = STUDENT/STAFF VACATION
- X = 1/2 DAY PTC/INSERVICE
- RD = RECORDS DAY

2 Day
Inservice

CEC?

ARTICLE XXII
INSURANCE PROTECTION

Pursuant to the authority as set forth in the Michigan Public School Code as amended by Public Act 27, 1979, the District agrees to pay the following insurance premiums.

Upon receipt of written application by the employee and the District and its acceptance by the appropriate carrier, the District agrees:

- A. To pay the monthly premium cost towards health care equivalent to the UltraMed "C" Major Medical Insurance plan for employee only; employee and spouse; employee and children; employee, spouse and children, whichever one is applicable. Beginning July 1, 1992, health care shall be S.E.T. UltraMed with 50/100 deductible and \$2.00 prescription co-pay (Policy # G19,300). In addition to health care premium, the Board will contribute \$360 per year to the "125" Flexible Spending Plan on behalf of covered employee.

Teachers who do not apply for said health insurance coverage shall be entitled to a (TDA) annual annuity of \$1,704, paid \$142 monthly.

ARTICLE XXII, Insurance Protection (continued)

- B. To pay the monthly premium cost towards full family (employee, spouse and children) or employee only, whichever one is applicable for dental care coverage from a carrier of the Board's choosing (S.E.T. Policy # G33,000). Beginning July 1, 1992, teachers who choose not to apply for dental coverage shall be entitled to \$240 annual annuity (TDA), paid \$20 monthly.
- C. The District agrees to pay, in addition to the premiums described in paragraph A, an additional premium toward \$50,000 life insurance coverage with AD & D, Policy # G5050-1.
- D. Beginning July 1, 1992, the District agrees to pay the monthly premium cost towards full family (employee, spouse and children) or employee only, whichever one is applicable for vision care coverage, from a carrier of the Board's choosing (S.E.T. Policy # G33,002). Teachers who choose not to apply for vision coverage shall be entitled to a \$24 annual annuity (TDA) paid \$2.00 monthly.
- E. Every member of the Bargaining Unit, or a Bargaining Unit Member's family who is covered by other group dental coverage similar to that coverage described above, shall not be entitled to coverage under the provisions of this Article at employer expense. Every member of the Bargaining Unit,

ARTICLE XXII, Insurance Protection (continued)

or a Bargaining Unit Member's family who is covered by other group medical coverage similar to that coverage described above shall not be entitled to coverage under the provisions of this Article at employer expense. The determination of similar coverage shall be the decision of the District, provided that if there be any disagreement with such decision that such shall be subject to a grievance including the grievance procedures provided in this contract.

- F. The District shall not be required to make duplicate contributions toward insurance premiums where both spouses are employed by the District. To avoid such duplication, where applicable, one employee will be designated a covered dependent. Such designation shall be determined by the employees involved.
- G. The District reserves unto itself the right to change carrier(s) effective July 1, during any contract year. In no instance shall such change in carrier(s) result in a decrease of the insurance coverage provided each member of the Bargaining Unit or a lapse in such coverage or decrease in benefits as delineated above.
- H. The Board shall provide monthly premiums towards a LTD program. S.E.T. Policy # G 5050.5 .

ARTICLE XXII, Insurance Protection (continued)

- I. All insurance programs addressed herein are subject to the limitation(s) and/or regulation(s) of the insurance carrier(s) and/or administrator(s).

- J. All pay and benefits will be prorated based on individual assigned work schedules for teachers employed less than full time. Less than full time teachers may continue the above insurance coverage(s) by paying the difference in advance between the prorated premium and full premium to the Personnel Department.

- K. Employees who have Board provided insurance may have a 30 day conversion option upon termination of employment. Any employee electing his/her right of conversion in order to keep their insurance in force must contact the insurance carrier within 30 days of their last day of employment.

ARTICLE XXIII

FINANCIAL RESPONSIBILITY

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the date of commencement of duties, shall pay a service fee to the Association -- in an amount equal to the dues paid by the members of the Association, provided that the enforcement of this provision shall be between the Association and the involved teacher; provided further that the school district shall have no obligation nor any right to discharge or in any manner discipline any teacher for failure to pay said service fee; and provided further that such teachers may authorize payroll deductions as provided in Article III of this contract; and provided further that the Board recognizes the right of the Association to pursue any legal remedies which do not require Board action or involvement for those teachers who do not comply with this Article.

ARTICLE XXIV
SALARY SCHEDULE

- A. All members of the Bargaining Unit shall be paid according to the following salary schedules. Exceptions will be mutually agreed upon.

- B. Effective September 1, teachers shall advance on the salary schedule upon each full year of continuous teaching service. The District's placement of each teacher on the salary schedule as of September 1, 1975, shall not be subject to adjustment under terms and conditions of this provision and shall be binding on all employees.

- C. In addition to the salary schedule as herein set forth, the Board of Education shall pay the employer's 5% contribution to the Michigan Public School Employees Retirement Funds. For those choosing the MIP option, the additional cost will be born by the employee.

- D. To be placed on the BA + 18 schedule a teacher shall have 18 semester hours in addition to his/her BA Degree. To be placed on the MA + 15 schedule, a teacher shall have 15 semester hours in addition to his/her Master's Degree. Credits earned and reported prior to the beginning of the school year will receive a full year salary adjustment. Credits earned and reported before the beginning of the second semester will receive a salary adjustment for the second semester.

ARTICLE XXIV, Salary Schedule (continued)

The additional hours must be toward an advanced certificate in the area of special education in which the teacher is presently engaged or other planned degree programs, certification programs, or courses which have received advanced approval by the Superintendent of Schools and which are related to the educational goals and objectives of the Ottawa Area Center.

E. When a teacher is required by his/her supervisor to use his/her own automobile for the District's business, he/she shall be paid at the rate established by Board policy.

F. All teachers required by the Board to attend training sessions, conferences, conventions, or schools, shall be paid approved expenses and shall suffer no loss of pay.

G. Summer School

	<u>Experience*</u>	<u>Hourly Rate</u>
<u>1992</u>	No experience	15.35
	1-5 years	18.24
	6 or more years	18.63
<u>1993</u>	No experience	16.23
	1-5 years	19.28
	6 or more years	19.70

ARTICLE XXIV, Salary Schedule (continued)

<u>1994</u>	No experience	17.16
	1-5 years	20.39
	6 or more years	20.83

* One year of experience is defined as one full year (180 days commencing September 1st) of teaching experience at the Ottawa Area Center determined by the seniority list. First preference will be given to bargaining unit members to fill available summer school positions.

H. All teachers shall be given a full credit on the Salary Schedule for full years outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. Alternatively, a teacher shall be given full credit on the salary schedule for full years of job experience where such job experience is of a like nature to the present employment of the employee at OAISD, as determined by the Administration. But in no case shall new staff be placed higher than the 7th step regardless of experience.

I. Extra Duty:
Special Olympic Coordinator

1991-92	\$ 1,060
1992-93	\$ 1,121
1993-94	\$ 1,185

* If responsibilities are shared, extra duty payments may be prorated.

ARTICLE XXIV

OTTAWA AREA EDUCATION ASSOCIATION
1991-92

STEP	INDEX	BA 1.00	BA+18 1.03	MA 1.08	MA+15 1.10
1	1.00	24,436	25,169	26,391	26,879
2	1.05	25,657	26,427	27,710	28,223
3	1.10	26,879	27,686	29,030	29,567
4	1.15	28,101	28,944	30,349	30,911
5	1.20	29,323	30,202	31,669	32,255
6	1.25	30,545	31,461	32,988	33,599
7	1.30	31,766	32,719	34,308	34,943
8	1.35	32,988	33,978	35,627	36,287
9	1.40	34,210	35,236	36,947	37,631
10	1.45	35,432	36,495	38,266	38,975
11	1.50	36,653	37,753	39,586	40,319
12	1.55	37,875	39,012	40,905	41,663
13	1.60	39,097	40,270	42,225	43,007
14-16	1.65		41,528	43,544	44,351
17	1.69		42,535	44,600	45,426

ARTICLE XXIV

OTTAWA AREA EDUCATION ASSOCIATION
1992-93

STEP	INDEX	BA 1.00	BA+18 1.03	MA 1.08	MA+15 1.10
1	1.00	25,841	26,616	27,908	28,425
2	1.05	27,133	27,947	29,304	29,846
3	1.10	28,425	29,278	30,699	31,268
4	1.15	29,717	30,609	32,095	32,689
5	1.20	31,009	31,940	33,490	34,110
6	1.25	32,301	33,270	34,885	35,531
7	1.30	33,593	34,601	36,281	36,953
8	1.35	34,885	35,932	37,676	38,374
9	1.40	36,177	37,263	39,072	39,795
10	1.45	37,470	38,594	40,467	41,217
11	1.50	38,762	39,924	41,863	42,638
12	1.55	40,054	41,255	43,258	44,059
13	1.60	41,346	42,586	44,653	45,480
14-16	1.66	42,896	44,183	46,328	47,186
17	1.69		44,982	47,165	48,039

ARTICLE XXIV

OTTAWA AREA EDUCATION ASSOCIATION
1993-94

STEP	INDEX	BA 1.00	BA+18 1.03	MA 1.08	MA+15 1.10
1	1.00	27,327	28,147	29,513	30,060
2	1.05	28,693	29,554	30,989	31,563
3	1.10	30,060	30,961	32,464	33,065
4	1.15	31,426	32,369	33,940	34,568
5	1.20	32,792	33,776	35,416	36,071
6	1.25	34,159	35,183	36,891	37,574
7	1.30	35,525	36,591	38,367	39,077
8	1.35	36,891	37,998	39,843	40,580
9	1.40	38,258	39,405	41,318	42,083
10	1.45	39,624	40,813	42,794	43,586
11	1.50	40,990	42,220	44,270	45,089
12	1.55	42,357	43,627	45,745	46,592
13	1.61	43,996	45,316	47,516	48,396
14-16	1.66	45,363	46,723	48,992	49,899
17	1.69	46,182	47,568	49,877	50,801

ARTICLE XXV
SABBATICAL LEAVE

A Sabbatical Leave of up to one school year may be granted upon application and approval by the Ottawa Area Intermediate Board of Education. The following regulations govern requests for such leaves:

- A. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
- B. Sabbatical Leaves may be granted for research, study, writing, employment or travel, and they must be related to the employee's professional position.
- C. Requests for leave must be submitted to the administration not later than January 15th of the preceding school year.
- D. The employee receives no pay, fringe benefits, seniority, or experience credit and does not advance on the salary schedule, but may apply for health insurance benefits as allowed by the carrier at no expense to the District.
- E. Following the leave, the employee must return to the Ottawa Area Intermediate School District and render a minimum of two consecutive calendar years of satisfactory service. (An employee who takes a Sabbatical Leave for 1/2 contract year shall be required to render a minimum of one calendar year of satisfactory service.)
- F. The employee is required to furnish periodic reports to the administration to demonstrate that all requirements of the leave are being met.
- G. Up to two Sabbatical Leaves could be granted each year for this employee group.

ARTICLE XXVI
PAYMENT OF TUITION

The Intermediate District will reimburse the cost of tuition for courses required in a full time professional employee's education program, or appropriate subjects related to his/her specialization or discipline with the following conditions:

- A. Appropriate course work or college approved degree program must be approved in advance by administration.
- B. Reimbursement is limited to \$470 per year, per teacher for the cost of tuition.
- C. Claim for reimbursement will be submitted with expense report after successful completion of course. A copy of the transcript or grade report showing course credit and evidence of actual cost must accompany submission of claim.
- D. No reimbursements will be granted by the Intermediate District of tuition and/or fees were covered by some other grant or fellowship.

The building director may develop a professional development program with an individual teacher.

ARTICLE XXVII

SHARED POSITION

1. When two (2) Bargaining Unit members who are classroom teachers are both certified for a position which either of them holds, they may share that position with the prior annual written approval of the Superintendent or designee. Initial notice of intent to job share shall be given to the Director in writing not later than May 1 for the following year.
2. The working hours, fringe benefits and salary shall be split between the two (2) teachers on a prorated basis and approved by the Superintendent or designee. Minimum carrier requirements apply.
3. The District shall receive the same number of hours of service as the District would if the position were filled by one person, and shall not be obligated to pay more fringe benefits and/or salary than the employer would be liable for if one (1) person filled the position.
4. Seniority will be prorated to contract worked.
5. For the first year of a job sharing arrangement, each teacher will maintain their right to full-time status in their original classroom. Teachers involved in a shared time assignment shall give notice of their intent for the next school year no later than May 1. Thereafter, both employees sharing the room will terminate their original full-time classroom assignments. Neither participant in said position may exercise their seniority rights to displace the other participant from a portion of the assignment. After the completion of the first year of the job share if one of the employees leaves the employment of the District or the job share position, the other employee in the shared time position will be given first option for full time status within the classroom, or to reapply for the shared time position with another individual.
6. After the termination of a shared time assignment, the teachers may apply for any vacancies that may be available. If no vacancies are available, said teachers may displace the least senior person(s) in the unit who holds a position for which said displacing teacher is certified and qualified. Displacement will occur only if the least senior person has less seniority than the teacher requesting full time employment.
7. In the event one of the sharing employees leaves the employment of the District during the course of the school year for any reason, the other employee shall automatically assume full-time status in the position being shared for the remainder of that school year. This provision may be waived upon the written approval of the District Administration.

ARTICLE XXVIII

EARLY RETIREMENT INCENTIVE PROGRAM
Effective 11/18/91 -- 6/30/94

O.A.E.A. Plan

I. Eligibility. Teachers shall be eligible to participate in this Early Retirement Incentive Program (the "Program") upon completion of 10 years of continuous, full-time service as a teacher at the OAC. For purposes of determining eligibility, 10 years of service shall mean full-time equivalent service, and an approved leave of absence shall neither count toward nor constitute a break in service.

II. Options. Eligible teachers may apply to participate in Program Option A or Option B as provided below:

A. Option A. Only during the first year of qualifying for full MPERS retirement (i.e. only during the school year in which [or upon conclusion of which] the teacher first becomes eligible for full retirement benefits under MPERS), the teacher may submit a letter of resignation to the Superintendent by February 1st, (for the 1991-92 school year this date shall be May 1, 1992) declaring the teacher's retirement as of the following June 30th. In such event, the teacher shall receive a gross payment of \$17,500 from the ISD. Such payment shall be made either: (1) in lump sum in September of the year in which the retirement occurs, or (2) in January of the next calendar year, or (3) in equal annual installments over the next 2 to 4 years.

-or-

B. Option B. During the school year in which (or upon conclusion of which) a teacher completes 27, 28 or 29 years of creditable service under MPERS, the teacher may submit a letter of resignation to the Superintendent by February 1st, (for the 1991-92 school year only this date shall be May 1, 1992) declaring the teacher's retirement as of the following June 30th. In such event, the teacher shall receive up to 3 years of service buy-in paid for by the ISD, in order to achieve no more than 30 years of creditable service under MPERS. For example:

1. A teacher with 27 years of creditable service may use this provision to have the ISD purchase 3 years of service credit;
2. A teacher with 28 years of creditable service may use this provision to have the ISD purchase 2 years of service credit; and
3. A teacher with 29 years of creditable service may use this provision to have the ISD purchase 1 year of service credit.

ARTICLE XXVIII, Early Retirement Incentive Program (continued)

Any such service credit purchased by the ISD shall be at the lowest price available. (For example, the ISD may purchase such service credit at military service or out-of-state service rates if available, but shall purchase such service credit at universal service rates if necessary.)

Option A and Option B (above) are offered in the alternative; and in no event shall a teacher be eligible for or receive benefits under both Option A and Option B.

III. Election. Teachers shall, at the time of their written resignation pursuant to the Program, elect in writing: (1) the option (i.e. Option A or Option B) for which they are eligible and in which they desire to participate, and (2) the time(s) when payment is to be made (with respect to Option A). Thereafter, once their resignation is accepted, such elections shall be irrevocable. An eligible teacher who fails or neglects to timely elect to participate in the Program (Option A or Option B) shall forfeit such participation rights as were not timely elected.

IV. Deferral. When a teacher becomes eligible for and determines to participate in the Program (either Option A or Option B) by timely submitting his/her letter of resignation as provided above, the Board of Education may (in its sole discretion) offer the teacher deferred retirement benefits in exchange for the teacher's agreement to continue teaching on a year-to-year basis. Deferral of such retirement benefits, when offered and accepted, shall be in writing and shall result in deferral (rather than forfeiture) of the Program options (i.e. Option A or Option B [whichever is applicable]) for a period of one year, subject to renewal or extension (in the ISD Board's discretion and with the teacher's consent) for additional periods of not more than one year each. (For example, if a teacher becomes eligible for and seeks to participate in Option A during a given school year, but instead enters into a deferral agreement, the time for electing such Program participation shall be extended by one year; and, during the extended year, the teacher may again timely elect to participate in Option A. Similarly, if a teacher becomes eligible for and seeks to participate in Option B during a given school year, but instead enters into a deferral agreement, the applicable service credit will be purchased prior to June 30 of that year). Except as specifically modified herein, all provisions of this Program shall apply to deferred retirements pursuant to this Paragraph (IV).

V. Death. If an eligible teacher having elected to participate in the Program dies before his/her resignation (retirement) takes effect, no benefit will be paid under the Program; provided however that an eligible teacher who sought to

ARTICLE XXVIII, Early Retirement Incentive Program (continued)

participate in the Program, but instead entered into a deferral agreement pursuant to Paragraph IV above, dies during the deferral period, the deferred benefit shall nevertheless be paid to (or for the benefit of) the teacher's beneficiary (designated in writing) or, if none, to the personal representative of the teacher's estate. If an eligible teacher having elected to participate in the Program dies after his/her resignation (retirement) takes effect, but before benefits are paid under the Program, such benefits shall be paid to (or for the benefit of) the teacher's beneficiary (designated in writing) or, if none, to the personal representative of the teacher's estate.

VI. Taxes. Any and all tax liability (including but not limited to tax liability based on principles of "constructive receipt") resulting from the payment of or eligibility for benefits under the Program, whether under Option A or Option B, shall be the responsibility of and shall be borne by the teacher.

VII. Exception. Because teachers who have 30 or more years of creditable service or have otherwise qualified for full MPSERS retirement as of the date of this Program's implementation would not otherwise be eligible for benefits under the Program, such teachers may nevertheless elect to participate in Option A (above) by submitting their written resignation (effective as of June 30, 1992) to the Superintendent on or before May 1, 1992.

VIII. Amendment. The OAISD and the OAEA agree to further discuss increasing the service credit buy-in provisions of Option B from 3 years to 5 years. The intent of the discussion is only to consider the possible increase of the service credit buy-in from 3 years to 5 years during the third year of this Program. If no agreement is reached, this Program will remain in effect as is for a third year.

ARTICLE XXIX

DURATION

A. This Agreement shall be effective upon ratification or September 1, 1991 whichever is later and shall continue in full force and effect until August 31, 1994.

In witness thereof, the parties have executed this document by their duly authorized representatives this 4th day of May, 1992.

Debbie Yorker
Chief negotiator, OAEA

[Signature]

Mark J. [Signature]
NEGOTIATOR - OAEA

[Signature]

