

*Jan 8/31/94*

AGREEMENT  
BETWEEN THE

OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT

AND THE

CAREERLINE TECH CENTER TEACHERS' ASSOCIATION

SEPTEMBER 1, 1991 -- AUGUST 31, 1994

*Ottawa Area Intermediate School District*

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ARTICLE I

AGREEMENT

This Agreement is entered into this 20th day of June, 1991, by and between the Ottawa Area Intermediate School District, Holland, Michigan, hereinafter called the "District", and the Careerline Tech Center Teachers' Association, hereinafter called the "Association".

ARTICLE II

DEFINITIONS

Teacher: Any bargaining unit member.

District: Ottawa Area Intermediate School District

Careerline Tech Center Administrator:

Building Director, Curriculum Director,  
Student Services Director, Continuing  
Education Director and other administrators  
as assigned at the Careerline Tech Center

Director: Building Director of the Careerline Tech Center

Association: Careerline Tech Center Teachers' Association



ARTICLE III

RECOGNITION

The district hereby recognizes the Careerline Tech Center

Teachers' Association as the exclusive bargaining representative for:

All regular full-time and regular part-time (those under contract for a full school year on a one-half time basis or more) employees of the Ottawa Area Intermediate School District employed in its regular vocational education programs at its Careerline Tech Center in the following classifications (but only if such employees' positions require teacher certification or annual authorization and if their assignment is to service secondary [grades 11 and 12] students):

Teachers or instructors, student advocates, and placement specialists; but excluding all administrators, supervisors, media specialists, aides, paraprofessionals, all other part-time employees, clerical or secretarial employees, confidential employees, custodial employees, temporary or casual or substitute employees, and all other employees.

ARTICLE IV  
TEACHERS' RIGHTS

The Board and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and to all the amendments thereto and to all applicable laws and the statutes pertaining to teachers' rights and responsibilities. They further agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of rights granted to him/her under the laws, including religious or political preferences or the lack thereof and the right to privacy or the personal life of a teacher, providing however that there is no adverse affect on job performance.

ARTICLE V  
ASSOCIATION RIGHTS

- A. The Association and/or its representative shall have the right to use the Careerline Tech 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. No charge shall be made for the use of school rooms during school days from the hours 7:30 a.m. to 10:00 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 approved by the Superintendent or his designee). The Association shall pay for the cost of all materials and supplies.

Article V, Association Rights (Continued)

- D. Copies of the Agreement will be duplicated, at the expense of the District. It will be the responsibility of the Association to see that its members each receive a copy of the Agreement.
  
- E. The Association may request up to three meetings per year to be held during non-student contact time subject to the approval of the Superintendent or his designee. The first meeting shall be held in the morning and end no later than 8:30 a.m. or following a regularly scheduled teachers' meeting in the afternoon.

ARTICLE VI  
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, 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 VI, 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 VII  
WORKING HOURS

A. It is agreed that the classroom teachers work day shall normally be

7-1/2 hours, including lunch -- Monday through Thursday

6-1/2 hours, including lunch -- Friday and the last  
scheduled work day immediately preceding  
Thanksgiving break and Christmas break.

Instructors' work days shall start between 7:30 a.m. and 8:15 a.m. Individual starting times for the school year must be submitted to the Building Director for approval.

All staff will be required to stay for the completion of all Teachers' Meetings and/or Inservices or the end of their scheduled day, whichever is later.

B. Under normal circumstances, the teachers shall have an uninterrupted, duty free lunch period of 35 minutes.

(Classroom teacher -- 11:00-11:35)

ARTICLE VIII  
STAFF MEETINGS

- A. Staff meetings, excluding inservices, 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 begin at 2:30 and to be of one and one-half (1-1/2) hours or less duration and no more than one (1) such staff meeting is to be scheduled per month. For the purpose of the Agreement, a staff meeting shall be defined as a meeting requiring the presence of the entire teaching staff and at least one administrator.
- B. All Ad Hoc Committees set up by the administration shall be voluntary and, under normal circumstances not meet more than 45 minutes per week. Meeting time may be extended by mutual agreement. The Chairperson will be a teacher.
- C. Standing Committees (i.e., Building, Safety, Total Quality Team, Focus Teams, etc.), shall be set up at the discretion of the administration. Staff input and involvement on standing committees is encouraged. However, no teacher shall be required to sit on more than two standing committees.

In the event participation in, or activities of, a standing committee violates, contradicts, or is inconsistent with this collective bargaining agreement, the collective bargaining agreement shall prevail.



Article VIII, Staff Meetings (Continued)

During the 1991-92 school year, if requested by either party, a review team of three administrators and three teacher representatives will be established to review the operation and/or effectiveness of the Total Quality and/or Focus Teams. Review team recommendations will be submitted to the Superintendent for consideration no later than May 1, 1992.

- D. Special Committees may be set up at the discretion of the administration to handle problems which are directly related to the teacher's specialty area. Teachers shall be notified of the time, place, and purpose of the Special Committee Meetings 24 hours prior to said meetings.

ARTICLE IX  
TEACHING CONDITIONS

Under normal circumstances, curriculum reviews will not be conducted during the student day. Advance arrangements will be made if possible, if review is conducted during the student day.

ARTICLE X  
ILLNESS DISABILITY

A. Upon initial employment, 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. If an employee terminates his/her services before the end of the contract term, a deduction will be made at the time that services terminate for all sick leave used in excess of sick leave earned on a prorated basis. The unused portion of sick/disability days shall accumulate from year to year to a maximum of thirty (30) days.

Any teacher who begins a school year with 30 days sick leave accumulation after being credited for the current year will have available for that school year only those days that would have been credited had he/she not accumulated the maximum thirty (30) days only to satisfy the waiting period for Long Term Disability.

- 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 X - 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.
3. Up to two (2) personal days per year as provided in Article XIII may be requested by a teacher, if such days are available, to utilize under the terms and conditions of this section (B.2).

C. The District 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.

ARTICLE XI  
CHILD CARE LEAVE

Child care leave without pay, fringe benefits or experience credit not exceeding one (1) year in length, shall 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. 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. Placement in a position of like nature shall be temporary unless approved by the teacher. Reinstatement to the former position shall be made no later than the beginning of the next school year.
4. A teacher may terminate said child care leave upon approval of the Superintendent.
5. In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher and the Superintendent's approval.

ARTICLE XII  
FUNERAL LEAVE

Funeral days (paid or unpaid) shall be granted at the discretion of the building director. Written request for funeral days shall be made as soon as possible.

ARTICLE XIII  
PERSONAL LEAVE

A maximum of two (2) days per year, non-accumulative and deducted from individual sick leave accumulation, may be granted for personal reasons.

Requests for personal days shall be submitted to the Building Director, not less than three (3) working days prior to the date the employee desires to use such leave. Approval may be given by the Superintendent or his designee. The Superintendent or his designee may allow a personal day with less than three (3) working days notice only in the event of extenuating circumstances.

ARTICLE XIV  
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:

1. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
2. Sabbatical Leaves may be granted for research, study, writing, employment or travel, and they must be related to the employee's professional position.
3. Requests for leave must be submitted to the administration not later than April 1st of the preceding school year.
4. The employee receives no pay, fringe benefits, or experience credit and does not advance on the salary schedule, but will receive health insurance benefits as allowed by the carrier at no expense to the District.
5. 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.)
6. The employee is required to furnish periodic reports to the administration to demonstrate that all requirements of the leave are being met.
7. Up to two Sabbatical Leaves could be granted each year for this employee group.



ARTICLE XV  
DISCIPLINE OF TEACHERS

- A. A teacher who is to be disciplined, demoted, or dismissed will be advised of the basis or reason(s) for such action.
  
- B. A teacher being disciplined may have a representative present if such disciplinary action will become a part of the teacher's personnel file; provided, however, that the right to have a representative present shall not prevent immediate disciplinary action when a situation requires or warrants prompt attention.
  
- C. The following system of progressive discipline/correction will be followed when such progressive discipline/correction is reasonable and appropriate under the circumstances.

- 1) Written Reprimand
- 2) Suspension
- 3) Dismissal

Such progressive discipline/correction shall not apply however, when the discipline, demotion or dismissal is based on:

- 1) Progressive evaluation of inadequate or unsatisfactory performance
- 2) An act or incident or conduct of a serious or significant nature

Article XV, Discipline of Teachers (continued)

A one day suspension with pay with Board acknowledgment is mandatory prior to dismissal. The suspended teacher will be assigned to the Superintendent or his designee. The suspended teacher shall complete work assignments related to his/her deficiency.

- D. Serious complaints received by the administration and directed toward a teacher will be called to the teacher's attention if they are to become a part of the teacher's personnel file.
- E. Nothing contained in a teacher's individual contract of employment shall preclude or prevent the disciplining, demotion, or dismissal of any teacher.
- F. Under normal circumstances, disciplinary action will not take place in front of students, teachers or the public or during student contact time.

ARTICLE XVI  
GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.
- B. The Association shall handle grievances when requested by the grievant. The District hereby designates the Building Director 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, unless another definition is mutually agreed upon by both parties.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievants;
  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 alleging a violation of the express terms of this contract shall, within five (5) days of the alleged violation(s) occurrence, or such date as the teacher should have

Article XVI, Grievance Procedure (continued)

E. Level One (continued)

reasonably become aware of the alleged violation, orally discuss the grievance with the Building Director in an attempt to resolve same.

If no resolution is obtained within three (3) days after the oral discussion with the Building Director, the teacher shall, within eight (8) days of such oral discussion, reduce the grievance to writing and deliver it to the Building Director. 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 Building Director, 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

Article XVI, Grievance Procedure (continued)

E. Level Two (continued)

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 Association secretary, and the Building Director, 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 secretary of the Board in charge of drawing up the agenda for the Board's meetings not less than five (5) days prior to one of the next two regularly scheduled Board meetings.

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

Article XVI, Grievance Procedure (continued)

E. Level Three (continued)

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. A copy of the written decision of the Board of Education shall be forwarded to the Superintendent for permanent filing, the Building Director, 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 fifteen (15) 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:

Article XVI, Grievance Procedure (continued)

E. Level Four (continued)

- 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.
- 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 taken by the District unless 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 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 District (except a claim involving a remedy

Article XVI, Grievance Procedure (continued)

directly benefiting the grievant regardless of his employment or the Association), 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.

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 matter shall not be subject to the grievance procedure:

1. Failure to reemploy a probationary teacher;
2. The placing of a nontenure teacher on a third year of probation;
3. Any non-procedural matter involving teacher evaluation (excluding the dismissal of non-probationary, non-tenure teachers through the third step of the grievance procedure).
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 XVII

### SCHEDULED OBSERVATION PROCEDURE

- A. Evaluations shall be conducted by the Administration. In no case shall the evaluation be conducted by personnel in the bargaining unit or the advisory committee or nonadministrative members thereof.
- B. The district shall maintain only one official personnel file for each employee. If the employee is asked to sign material placed in his/her file, such signature shall not necessarily constitute approval of the material on the part of the employee.
- C. Evaluations shall be done openly. They shall be preceded by a pre-evaluation conference. The evaluation shall be followed by a post-conference within five (5) days of the evaluation observation. Each point on the evaluation shall be gone over with the teacher. The teacher has the right to put written objections in his/her personnel file.
- D. The criteria for the evaluation will be:
1. Planning and organization (curriculum, lesson plans, use of support material, etc.)
  2. Physical environment (housekeeping, safety programs etc.)
  3. Instructional methods (curriculum implementation and delivery, instruction techniques, etc.)
  4. Atmosphere for learning (treatment of students, classroom atmosphere, lab management, etc.)
  5. Other Items (budgets, production accounts, record keeping, etc.)

Article XVII, Scheduled Observation Procedure (continued)

D. (continued)

The evaluation form will consist of:

1. Statements of strengths and deficiencies.
2. A statement of improvements desired.
3. If appropriate, suggestions for possible improvement.
4. A statement providing a reasonable period of time for improvement as determined by the administration

This procedure is one formal step in the total on-going evaluation process.

E. Deviations from the established schedule observation procedure must be mutually agreed upon by the Building Director and the teacher involved.

F. If an alternate procedure is agreed upon by the administration and the Association, steps C, D, and E. shall not be used. The affected teacher(s) shall receive a written statement from the Director outlining the affected teacher(s) work performance for that school year.

ARTICLE XVIII  
PAYMENT OF TUITION

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

1. Appropriate course work or college approved degree program must be approved in advance by administration.
2. Reimbursement is limited to the following schedule for the cost of tuition per teacher.

Current 90-91	\$470
91-92	\$500
92-93	\$525
93-94	\$550
3. 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. Other proof of successful completion may be accepted by the Building Director until transcripts and/or grade reports are available for submission.
4. No reimbursements will be granted be the Intermediate District if tuition and/or fees were covered by some other grant or fellowship.

ARTICLE XIX  
INSURANCE PROTECTION

A. Upon receipt of written application by the teacher to the District, and its acceptance by the appropriate carrier, the District agrees:

1. To pay the annual premium cost of health care coverage equivalent to SET Ultra Med "C" Major Medical Insurance Plan with Med Check for employee only, employee and spouse, employee and children, or employee, spouse and children, whichever is applicable.

Effective September 1, 1983, such teachers who do not apply for said health insurance coverage shall be entitled to apply for the following:

\$100,000 AD & D Life Insurance

Effective September 1, 1988, such teachers who do not apply for said health coverage or said life insurance coverage shall be entitled to apply for the following:

Tax Deferred Annuity - \$1,200 annually (1988 - 1989)  
  \$1,300 annually (1989 - 1990)  
  \$1,400 annually (1990 - 1991)

Payments made semiannually (February 28, and August 31).  
Prorated for less than full time employees.

2. To pay premium toward \$15,000 life insurance coverage or one times the teacher's annual salary to the nearest \$1,000 (whichever is greater).
3. To pay a premium toward dental care coverage for employee or employee and family, whichever is applicable, equivalent to SET program.  
(Policy # \_\_\_\_\_ G 33,000 \_\_\_\_\_)
4. To pay a premium toward Long Tern Disability coverage for employee equivalent to the SET program.  
(Policy # \_\_\_\_\_ G 12,200 \_\_\_\_\_)
5. To pay a premium toward vision care coverage for employee or employee and family, whichever is applicable, equivalent to the SET basic program.  
(Policy # \_\_\_\_\_ G 33,002 \_\_\_\_\_)

Article XIX, Insurance Protection (continued)

- B. The District reserves unto itself the right to determine insurance carriers and the right to change insurance carriers.
  
- C. Employees who have Board provided term life insurance as provided through the health insurance plan or as may be provided separately, have a 30 - day conversion option upon termination of employee. Any employee electing his/her right of conversion in order to keep their life insurance in force must contact the insurance carrier within 30 days of their last day of employment.

ARTICLE XX  
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 the District 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 XXI  
CONTINUITY OF OPERATIONS

The Association and the District recognize that strikes (including slow downs and work stoppages) by teachers are contrary to law. The Association and District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

ARTICLE XXII  
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 XXIII

### 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. Any mutually agreed upon letter of understanding shall become part of this Agreement.

ARTICLE XXIV

CALENDAR

The Association and the District agree to the following calendar for the 1991-92 school year. Calendars for the 1992-93 and 1993-94 school years will be agreed to per Letter of Understanding.

Total student, teacher and in-service days will not decrease from previous years.

Calendar for the 1991-92 School Year

Days  
Students      Days  
Staff

Days  
Students      Days  
Staff

AUGUST 1991

26 27 PS IS --      0      3

SEPTEMBER 1991

LD 3 4 5 6      4      4  
 9 10 11 12 13      5      5  
 16 17 18 19 20      5      5  
 23 24 25 26 27      5      5  
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OCTOBER 1991

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NOVEMBER 1991

1      1      1  
 4 5 6 7\* 8\*      4      5  
 11 12 13 14 15      5      5  
 18 19 20 21 22      5      5  
 25 26 27 TG TG      3      3

DECEMBER 1991

2 3 4 5 6      5      5  
 9 10 11 12 13      5      5  
 16 17 18 19 20      5      5  
 CV CV CV CV CV      0      0  
 CV CV      0      0

JANUARY 1992

CV CV CV      0      0  
 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

FEBRUARY 1992

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

MARCH 1992

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      5      5  
 30 31      2      2

APRIL 1992

1 2 3      3      3  
 SV SV SV SV SV      0      0  
 13 14 15 16 17      5      5  
 20 21 22 23 24      5      5  
 27 28 29 30      4      4

MAY 1992

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

JUNE 1992

1 2 3 4 5      5      5  
 8 9      2      2


Student Days      182  
 Teacher Days      186

- LD - Labor Day
- PS - Pre-service
- IS - In-service
- TG - Thanksgiving Vacation

- CV - Christmas Vacation
- SV - Spring Vacation
- MD - Memorial Day

Flex Day - Aug 26, 27, or June 10

\*Parent Conferences - November 7 (evening)  
 November 8 (all day)

*June 4, 1991*  
  
 6-4-91

ARTICLE XXV  
SALARY SCHEDULE

Three (3) Year Contract

1991-92 - 5.75% on BASE

Add longevity: Teachers with 22 plus years of experience as determined by step placement on the salary schedule shall receive \$1,000 in addition to their salary schedule. (Prorated for less than full time teaching.)

1992-93 - 5.5% on BASE

Change MA-30 column to MA-15 column.

1993-94 - 5.5% on BASE

Add Education Experience: Teachers who submit evidence of academic experience at MA+30 level or beyond as approved by the Building Director by the 1st day of the school year shall receive \$800 in addition to salary schedule. (Prorated for less than full time teaching.)

Summer Pay: Rate to be increased by percent of increase in BA base for that year.

CAREERLINE TECH CENTER TEACHERS ASSOCIATION

5.75% PROJECTION - 1991-92

STEP	INDEX	ND BA 1.00	ND + 60 BA + 18 1.03	MA 1.08	MA + 30 1.10
0	1.00	24928	25676	26923	27421
1	1.05	26175	26960	28269	28792
2	1.10	27421	28244	29615	30163
3	1.15	28668	29528	30961	31534
4	1.20	29914	30812	32307	32906
5	1.25	31161	32095	33653	34277
6	1.30	32407	33379	35000	35648
7	1.35	33653	34663	36346	37019
8	1.40	34900	35947	37692	38390
9	1.45	36146	37231	39038	39761
10	1.50	37393	38514	40384	41132
11	1.55	38639	39798	41730	42503
12	1.60	39886	41082	43076	43874
13	1.65	41132	42366	44422	45245
14	1.65	41132	42366	44422	45245
15	1.65	41132	42366	44422	45245
16	1.68	41880	43136	45230	46068
17	1.68	41880	43136	45230	46068
18	1.68	41880	43136	45230	46068
19 - 21	1.70	42378	43650	45769	46616
22	\$1,000	43378	44650	46769	47616

CAREERLINE TECH CENTER TEACHERS ASSOCIATION

5.5% PROJECTION - 1992-93

STEP	INDEX	ND BA 1.00	ND + 60 BA + 18 1.03	MA 1.08	MA + 15 1.10
0	1.00	26299	27088	28403	28929
1	1.05	27614	28442	29823	30375
2	1.10	28929	29797	31243	31822
3	1.15	30244	31151	32663	33268
4	1.20	31559	32506	34084	34715
5	1.25	32874	33860	35504	36161
6	1.30	34189	35214	36924	37608
7	1.35	35504	36569	38344	39054
8	1.40	36819	37923	39764	40501
9	1.45	38134	39278	41184	41947
10	1.50	39449	40632	42604	43393
11	1.55	40764	41986	44025	44840
12	1.60	42078	43341	45445	46286
13	1.65	43393	44695	46865	47733
14	1.65	43393	44695	46865	47733
15	1.65	43393	44695	46865	47733
16	1.68	44182	45508	47717	48601
17	1.68	44182	45508	47717	48601
18	1.68	44182	45508	47717	48601
19 - 21	1.70	44708	46050	48285	49179
22	\$1,000	45708	47050	49285	50179

CAREERLINE TECH CENTER TEACHERS ASSOCIATION

5.5% PROJECTION - 1993-94

STE	INDEX	ND BA 1.00	ND+60 ND+18 1.03	MA 1.08	MA+15 1.10	MA+30 \$800
0	1.00	27745	28578	29965	30520	31320
1	1.05	29133	30007	31463	32046	32846
2	1.10	30520	31436	32962	33572	34372
3	1.15	31907	32864	34460	35098	35898
4	1.20	33295	34293	35958	36624	37424
5	1.25	34682	35722	37456	38150	38950
6	1.30	36069	37151	38955	39676	40476
7	1.35	37456	38580	40453	41202	42002
8	1.40	38844	40009	41951	42728	43528
9	1.45	40231	41438	43449	44254	45054
10	1.50	41618	42867	44948	45780	46580
11	1.55	43005	44296	46446	47306	48106
12	1.60	44393	45724	47944	48832	49632
13	1.65	45780	47153	49442	50358	51158
14	1.65	45780	47153	49442	50358	51158
15	1.65	45780	47153	49442	50358	51158
16	1.68	46612	48011	50341	51274	52074
17	1.68	46612	48011	50341	51274	52074
18	1.68	46612	48011	50341	51274	52074
19 - 21	1.70	47167	48582	50941	51884	52684
22	\$1,000	48167	49582	51941	52884	53684

Article XXV, Salary Schedule (continued)

- A. Column movements will be made twice a year. Once the first day of the school year and again February 1 on the school year. All documentation for column movement must be submitted and approved prior to these dates.
- B. Teachers that are laid - off and receive unemployment compensation during the summer, and are then called back to work at the beginning of the next school year shall have their salary adjusted so that the teacher's unemployment benefits plus his/her annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off.
- C. Within six (6) months of securing a bonafide degree approved by the District by an accredited institution, non-degreed employees who are being paid according to the "ND + 60, BA + 18" column may request in writing to move to the ND, BA, column and progress one step on said column, or request in writing to "ND + 60, BA+ 18" column until the 18 credit requirement is met, then progress one step in "ND + 60, BA + 18" column. All other requirements and time parameters remain unchanged.



ARTICLE XXVI  
REGULAR PART-TIME TEACHERS

Regular part-time teachers are subject to all the terms and conditions of this Agreement and all other requirements covering a full time staff member. Salary and all benefits will be prorated based on individual work schedules. Insurance benefits are subject to minimum carrier qualifications.

Regular teachers working a full 93 paid contractual days (or the equivalent thereof) during a given school year as provided in the calendar will be eligible to move up one step in the salary schedule the succeeding school year.

Regular teachers working less than a full 93 paid contractual days (or the equivalent thereof) during a given school year as provided in the calendar will remain on the same step the succeeding year.

ARTICLE XXVII

LAYOFF AND RECALL PROCEDURE

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and/or staff and that the procedures set forth in this article shall be used in laying off personnel.

A. LAYOFF PROCEDURE - In order to promote an orderly reduction in personnel when the educational program, curriculum and/or staff is curtailed, the following procedure will be used:

1. Teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs pursuant to this section shall normally be made in inverse order of seniority. A teacher who is laid off pursuant to this section has the right to be placed in a unit teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. The shall determine which position the senior teacher shall occupy in conformance with certification requirements and qualifications as determined by the Board.
2. Consistent with the Teacher Tenure Act, a probationary teacher (as defined by that statute) shall not be laid off unless there is a tenured teacher who is certified, qualified and available to perform the duties of the position held by the probationary teacher, or unless the position held by the probationary teacher is being eliminated altogether. It is understood that the provisions of this paragraph apply only to those bargaining unit members occupying positions covered by the Teacher Tenure Act.
3. In the event seniority, certification and qualifications are all equal between two or more employees, the order of layoff will be determined by the drawing of lots.

Article XXVII, Layoff and Recall Procedure (continued)

- B. SENIORITY - For the purpose of this article "seniority" is defined to mean the amount of time an individual is continuously employed within the bargaining unit. Regular part-time employees working the full academic school year shall have their seniority calculated on a prorata basis. An employee on an authorized leave of absence shall not accrue additional seniority while on leave but shall be deemed to be continuously employed. An employee shall lose his/her seniority when he/she resigns from the school district.
- C. QUALIFICATIONS - For the purpose of this article "qualified" shall be defined as those qualifications necessary to perform the necessary work as promulgated and adopted by the Board.
- D. RECALL PROCEDURE - Recall of teachers shall normally be in inverse order of layoff, i.e. those laid off last will be recalled first; provided, however, that in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he/she is being assigned.
- E. INDIVIDUAL CONTRACT - The individual contract, executed between each teacher and the employer, is subject to the terms and conditions of this Agreement. It is specifically agreed that this article takes precedence over and governs the individual contract and the individual contract is expressly conditioned upon this article.

ARTICLE XXVIII


DURATION

A. This Agreement shall be effective September 1, 1991 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 20th day of June, 1991 .

For the Association

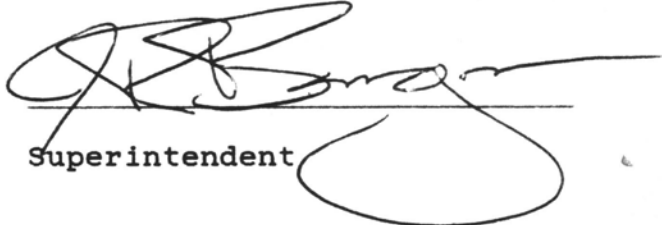
For the District

  
\_\_\_\_\_

President

9-11-91  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Superintendent

9.12.91  
\_\_\_\_\_

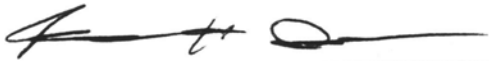
Date

LETTER OF UNDERSTANDING

1991-92 Master Agreement

Subject: Insurance

No change in insurance from 1990-91 language. It is understood however, that the District will be exploring the implementation of a Modified Cafeteria Plan to be discussed by the parties at a later date. If the parties cannot agree on such a plan, the parties agree to discuss the two benefit issues raised by the Association (i.e., Annuity option in lieu of health insurance and vision insurance upgrade).



Phil Breuker

For the Association

9-11-91

Date



J. Brown

For the District

9/12/91

Date

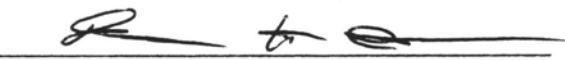
LETTER OF UNDERSTANDING

1991-92 Master Agreement

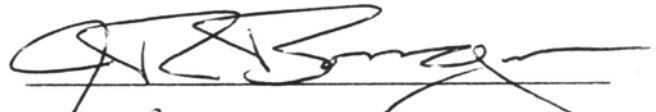
Subject: Revised Teacher Evaluation Form - Pilot

It is hereby agreed between the Careerline Tech Center Teachers' Association and the Ottawa Area Intermediate School District Board of Education that for the 1991-92 school year, a revised teacher evaluation form shall be used (copy attached).

- A. This revised form shall be used for all teachers employed in excess of three (3) years. For teachers employed less than three (3) years the standard form will be used and the process remains unchanged.
- B. The use of this revised form will comply with all master agreement provisions Article XVII, Section F.
- C. Except for extenuating circumstances, form CTCDR-1 will be used before the improvement required column is checked on the yearly evaluation form CTCIE-1
- D. This is a pilot program only for the 1991-92 school year and no precedent shall be established for the Careerline Tech Center Teachers' Association or Board of Education for other years.

  
\_\_\_\_\_  
Phil Bunker  
For the Association

9-11-91  
Date

  
\_\_\_\_\_  
J. Brown  
For the District

9/12/91  
Date

# CAREERLINE TECH CENTER INSTRUCTOR EVALUATION

INSTRUCTIONAL MANAGER: \_\_\_\_\_

VOCATIONAL PROGRAM: \_\_\_\_\_

According to the Master Agreement between the Ottawa Area Intermediate School District and the Careerline Tech Center Teachers' Association, Article XVII.

	*Improvement Required	**Achieving Professional Educational Standard	***Noteworthy Achievement
1. Planning and organization			
2. Physical environment			
3. Instructional methods			
4. Atmosphere for learning			
Other items			

Observation and personal discussion were a part of the input techniques for this evaluation.

\* Plan of assistance will be developed.

\*\* Comments/Concerns:

\*\*\* AREAS THAT ARE NOTEWORTHY THIS YEAR: (Optional)

SIGNATURE OF APPRAISER: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF APPRAISEE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTE:** *Signature indicates that the Appraiser and appraisee discussed the content of this report. It does not necessarily denote agreement with all factors of the appraisal.*

8/91 REV.

# CAREERLINE TECH CENTER DEFICIENCY REPORT

Instructor: \_\_\_\_\_

Program: \_\_\_\_\_

1. Administrators observation(s):

2. Deficiency defined:

Signatures:

Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

Instructor: \_\_\_\_\_

Date: \_\_\_\_\_

*Signature indicates the instructor has been made aware of the deficiency but not necessarily in agreement.*

Within one month a plan of assistance will be developed with instructor input.

Strategy (s) for improvement:

Monitoring process with time frames:

Evaluation of progress:



