

***AGREEMENT***

*between the*

***SCHOOL DISTRICT OF  
INLAND LAKES***

*and the*

***NORTHERN MICHIGAN EDUCATION  
ASSOCIATION, MEA / NEA***

**2005-06, 2006-07**

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SECTION 1.01

**Agreement Statement**

This Agreement entered into this 31<sup>st</sup> day of August, 2005, by and between the Inland Lakes Education Association, NMEA/MEA/NEA, a voluntary organization, hereinafter called the “Association”, and the School District of Inland Lakes, General Powers school district, hereinafter called the “Board”. The signatures shall be the sole parties to this Agreement.

SECTION 1.02

**Recognition**

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel who are under regular personnel contract or on approved leave and are employed in any of the following classifications: Teacher – K/12, Counselor, and/or Librarian. Such representatives shall exclude superintendent, business manager, and any other person engaged fifty percent of the time in direct administration and supervision of professional personnel.

The term “teacher” when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male or female teachers shall include the other sex.

B. Should the Board employ a professional employee whose duties are directly associated with the instructional program of the district and who is not expressly excluded from the Agreement because of his administrative responsibilities he shall be considered a member of the bargaining unit.

C. The Board agrees not to negotiate with or recognize any teacher organization other than this Association for the duration of this Agreement.

SECTION 1.03

**Witnesseth**

The Board and Association recognize their mutual obligations pursuant to Public Employment Relations Act, Act 336 of the Public Acts of 1947, and amended by Act 379 of the Public Acts of 1965, to bargain collectively with respect to hours, wages and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto, including formal ratification of the terms hereof, by the governing body of the Board and by the teachers represented by the Association. This collective bargaining agreement is entered into by and between the Board of Education of the Inland Lakes Schools, General Powers school district, hereinafter referred to as the "Board", and the Northern Michigan Education Association, MEA/NEA, hereinafter referred to as the "Association". In consideration of the following mutual covenants, it is agreed as follows:

## SECTION 1.04

### **Extent of Agreement**

- A. The Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with terms and conditions of this Agreement. Any individual contract hereafter executed shall be in the form provided and shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall meet to negotiate the clause or application adjudged

contrary to law. Should no agreement be reached, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement.

SECTION 1.05

**Duration of Agreement**

A. This Agreement shall become effective on September 1, 2005, and shall remain in full force through August 31, 2007.

NORTHERN MICHIGAN EDUCATION  
OF ASSOCIATION

INLAND LAKES BOARD  
EDUCATION

By \_\_\_\_\_  
NMEA Chairperson

By \_\_\_\_\_  
Wayne Stahl, President

By \_\_\_\_\_  
NMEA Staff Coordinator

By \_\_\_\_\_  
Larry Renaud, Vice-President

By \_\_\_\_\_  
Chief Spokesperson

By \_\_\_\_\_  
Iris Parrott, Secretary

By \_\_\_\_\_  
P.N. Committee Chair

By \_\_\_\_\_  
Gene Maybank, Treasurer

By \_\_\_\_\_  
P.N. Committee Member

By \_\_\_\_\_  
Richard deVore, Trustee

By \_\_\_\_\_  
P.N. Committee Member

By \_\_\_\_\_  
John Mesenbourg, Trustee

By \_\_\_\_\_  
P.N. Committee Member

By \_\_\_\_\_  
Karla Hatch, Trustee

By \_\_\_\_\_  
P.N. Committee Member

By \_\_\_\_\_  
Dale Rieger, Superintendent

SECTION 1.06

**Maintenance of Standards**

- A. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
  
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.

SECTION 1.07

**Continuity of Operations**

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
  
- B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

SECTION 1.08

**Association Dues or Fees and Payroll Deductions**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues. Assessments and contributions will be deducted upon mutual consent of the parties. Such authorization shall continue to be in effect from year to year. Such sum shall be deducted from regular salaries of such teachers and remitted to the Association.
- B. Upon appropriate written authorization from the teacher, deductions for items of mutual agreement shall be made by the school district and submitted to the proper account.
- C. All dues collected from members of the Association shall be returned to the Northern Michigan Education Association. The Association shall control and disburse its own funds.
- D. The Association doth hereby agree to indemnify the Inland Lakes School District and save said district harmless from any and all claims, actions, and liabilities arising out of the acts or omissions of said school district and/or its employees in the implementation of this section of the current master contract.

## SECTION 1.09

### **Agency Shop**

- A. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, shall have deducted from their pay monthly either:
1. Membership dues of the Association, or
  2. A representation service fee, but not more than the amount of dues uniformly required of members of the Association.
- B. The Association shall certify to the Board at the beginning of each school year the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each year the amount of the monthly representation service fee to be deducted, but not more than the amount of dues uniformly required of members of the Association. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the legitimacy of such deduction, the deduction shall be discontinued until a determination of the legitimacy of the deduction has been adjudicated to finality in the proper administrative and/or judicial forums. Pursuant to Chicago Teachers Union V Hudson, 106 S CT 1066 (1986), the Union has established a “policy regarding objections to political-ideological expenditures.” That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members and will be provided to them by

the Association. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- C. The Association agrees to indemnify and hold the Board, including each individual Board member, harmless against any and all claims, demands, costs suits, damages, awards, judgments or other forms of liability including but not limited to back pay and all court and administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this section.

SECTION 1.10

**School Calendar**

The parties agree that all aspects of the school calendar with the exception of the first day are negotiable, including, but not limited to, length of the school year, and further agree that for the term of this Agreement, the school calendar shall be as set forth in Section 6.3. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Associations.

## SECTION 1.11

### **Professional Grievance Procedure**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. A grievance shall not include any of the following:
1. The termination of services or of failure to reemploy any probationary teacher.
  2. The termination of services or failure to reemploy any teacher to a position on the extra curricular schedule.
  3. Any matter involving the subjective content of teacher evaluation.
  4. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.
- B. In the event that a teacher or the Association believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative. The grievance must be filed within fifteen (15) calendar days of the alleged violation, misinterpretation, or misapplication or within fifteen (15) calendar days of the discovery thereof.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he/she may invoke the formal grievance procedure through the Association on the form set forth in the Appendix, signed by the grievant and a

representative of the Association, which form shall be available from the Association, in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, or action by the superintendent, it may be filed with the superintendent or a representative designated by him/her.

- D. Within five (5) workdays of receipt of the grievance, the principal shall meet with the grievant and an Association representative if desired by the grievant, in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) workdays of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) workdays of such meeting, (or ten (10) workdays from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) workdays the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) workdays of such meeting and shall furnish a copy to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within five (5) workdays of such meeting (or ten (10) workdays from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The

Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) workdays thereafter. A copy of such disposition shall be furnished to the Association.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator within thirty days. If the parties cannot agree as to the arbitrator within five (5) workdays from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- H. The parties shall share the fees and expenses of the arbitrator equally.
- I. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he/she shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any

professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement by the parties. In the event a grievance is filed after May 15<sup>th</sup> of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## SECTION 1.12

### **Negotiation Procedure**

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving such matters.
- B. Should any such meeting result in a mutually acceptable amendment to the Agreement then the amendment shall be subject to ratification by the Board and the Inland Lakes Educational Association provided that the bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concession in the course of negotiations.
- D. There shall be three (3) signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association and one (1) by the superintendent.

## SECTION 1.13

### **Seniority**

- A. Seniority is defined as length of service within the district as of the teacher's first working day. In the circumstances of more than one (1) individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and association representatives to be in attendance.
- B. A teacher shall lose seniority rights if he/she retires, resigns, is discharged, or if a laid off teacher refuses recall to an equivalent position at the time of the layoff, within 10 days of the recall notice.

## SECTION 2.1

### **Vacancies, Promotions and Transfers**

- A. The Board recognizes that it is desirable in making assignments to consider the educational goals of the district and the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one (1) copy of which shall be filed with the Association. The application shall set forth the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.
- B. An involuntary transfer (made on or after August 15, or during the school year) will be made only in case of an emergency, which shall cause undue disruption of instructional programs. An emergency is defined as a sudden, unexpected occurrence or set of circumstances demanding immediate action. The superintendent shall notify the affected teacher as soon as possible, and the Association of the reasons for such transfer. Involuntary transfers shall be limited to twenty (20) class days in order to permit the superintendent time to resolve the emergency.
- C. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instruction program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current semester at which time the position will be considered vacant.

D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the superintendent shall promptly post notice of the same on a bulletin board in each school building and/or mail the notice of vacancy to each staff member. Notices for teaching positions shall specify subject area and grade level. Professional personnel shall indicate their interest within ten (10) class days following posting. Professional vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors as determined by the Board of Education. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions as above. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. When two or more internal candidates are equally qualified for a vacancy, seniority shall prevail.

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

a. Teachers with specific interests in possible vacancies will notify the superintendent in writing during the last regular week of school and shall include a summer address.

b. Should a vacancy occur, the teachers who have expressed an interest in said position or similar position shall be contacted by the office and notified of the vacancy.

c. The teacher so notified shall have the responsibility of contacting the office indicating his/her interest in said position within three (3) days of notification.

E. Any teacher who shall be transferred to an administrative or executive position and shall within two calendar years return to teacher status shall be entitled to retain such seniority rights as he may have had under this Agreement prior to such transfer.

## SECTION 2.2

### **Association Rights**

- A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of schoolrooms before commencement of the school day nor until six o'clock.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at times not normally assigned to a classroom or teaching station for the purpose of instructing students, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association (i.e. ILEA) shall be the only teacher organization having the right to use school facilities and equipment, including computers, photocopiers, and calculators at reasonable times when such equipment is not otherwise in use. The Association shall be responsible for damages incurred during equipment use.  
  
The Union agrees to notify the building administrator prior to the scheduling of meetings in the building. The Union shall pay for all reasonable costs for materials and supplies.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be

provided in each school building. The Association may use the district mail service and teacher mailboxes for communication to teachers.

- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and approved minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The Board shall communicate with the Association on new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy via a Board packet on the Friday prior to the Board meeting.
- G. The rights granted herein to the Association shall not be granted or extended to any competing labor organization.
- H. The Board shall place on the agenda of each Board meeting Union Association matters brought to the Board's attention as long as those matters are made known in writing to the Superintendent's office prior to the regularly established deadline for agenda preparation.

## SECTION 2.3

### **Professional Qualifications And Assignments**

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate; except in those vocational programs that allow for special certification by the Department of Education.
- B. Teachers shall not be assigned outside the scope of their certificates and their major and minor field of study.
- C. All teachers shall be given written notice of their schedules for the forthcoming year not later than the preceding first day of July. In the event that changes in such schedules are made, all teachers affected and the Association shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15<sup>th</sup> day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Appendix B-1, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

## SECTION 2.4

### **Teacher Evaluation and Progress**

The parties recognize the importance and value of procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

- A. In compliance with the teacher tenure act, each probationary employee employed at least a full school year will be given individualized development plan (IDP). The IDP will be developed by appropriate administrative staff in consultation with the probationary teacher. Probationary teachers shall be observed for the purposes of evaluation at least two (2) times during the school year. These observations shall occur at least ninety (90) days apart. Tenure teachers shall be evaluated a minimum of every other year. A personal interview shall be held within ten (10) days after the observation. The written evaluation will be submitted within fifteen (15) school days of the observation with a copy to be furnished to the subject teacher. If a tenure teacher's evaluation is unsatisfactory, the teacher will be put on an IDP. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.
- B. Evaluations shall only be conducted by a qualified building principal or assistant principal, or an administrator familiar with the teacher's work designated by the Board. Each observation shall be made in person for a

minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. No teacher shall be formally observed during the first week of school, the last two weeks of the school year or on the day before a school holiday.

- C. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons thereof, in writing, with a copy to the Association, and provide for a hearing where requested. In any grievance or tenure proceeding, all evaluations or responses thereto shall be admissible as evidence.
- D. **MENTOR TEACHERS:** The parties recognize the importance of assisting new teachers through the mentoring process. This process is expected to be mutually beneficial for all parties involved and to result in improved instructional practice and professional performance. The relationship should be directed toward the development and refinement of the knowledge, skills,

and dispositions necessary for effective learning. Therefore, the following procedure has been agreed to in an effort to accomplish these goals:

1. A mentor teacher shall be defined as a professionally prepared and experienced educator who demonstrates expertise and commitment to the profession and who voluntarily agrees to assist and support an entry level colleague within the context of an on-going, caring relationship.
2. Mentor teachers shall be assigned in accordance with the following:
  - a. The mentor teacher shall be members of the bargaining unit, a retired teacher, or designated by the superintendent as provided for in the school code, in that order.
  - b. Every effort will be made to match mentor teachers and mentees who have the same building level certifications.
  - c. Mentors shall be assigned to only one (1) mentee teacher at a time.
  - d. The mentor teacher assignment shall be for one (1) year. The relationship shall be subject to review at any time upon the request of either the Board or the Association. The appointment may be renewed in succeeding years.
3. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee.

4. Mentees shall be provided the opportunity to fulfill the professional development training required by law, including release time as professional development opportunities occur.
5. The mentor teacher may have, upon request, a minimum of eighteen (18) hours per school year of release time as approved by the principal for the purpose of observation or direct work with the mentee.

## SECTION 2.5

### **Personnel File**

A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association, may, at the teacher's request accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

\*TB report and required medical information

\*All teacher evaluation reports

\*Copies of annual contracts

\*Teacher certificate

\*A transcript of academic records

\*Tenure recommendation

B. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

C. Any disciplinary materials, at the teacher's request, may be removed from the personnel file after four (4) years unless the materials relate to unprofessional conduct as defined by MCL 380.1230b. Unsubstantiated complaints shall not be kept in the personnel file.

## SECTION 2.6

### **Reduction In Personnel Seniority and Recall**

- A. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated districts.
- C. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said teacher shall have been notified of said layoff at least thirty (30) days prior to the first teaching day of the school year. No teacher shall be laid off for any school year or portion thereof if said teacher shall have contracted, on an individual basis, to teach for said year or portion thereof.
- D. Layoff Procedure – In order to promote an orderly reduction in personnel, the following procedure will be used:
  - 1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenure teacher who is certified, qualified, and available to perform the duties of the position that the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.

2. If the reduction of teaching personnel is still necessary, then tenure teachers in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. For the purposes of this Article “seniority” is defined to mean the amount of time an individual is continuously employed as a certificated teacher within the school district.
3. A tenure teacher, who is laid off pursuant to this Article has the right to be placed in a teaching position for which he is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this Article “qualified” shall be defined in the following manner:
  - a. Holding a valid teaching certificate for grade levels as defined by the State of Michigan.
    - 1) Teachers assigned to teach in the 7-12 grades, particularly, in a subject in which they do not hold a major or minor will pursue twelve (12) hours of credit in that subject area.
    - 2) In the event undergraduate hours are taken, such hours will not apply toward track promotions but will be reimbursed by the Board per contract language and with prior administrative approval. Graduate hours taken will apply toward promotion as already stated in the contract.

- 3) Whenever possible, administrators will inform the teachers of anticipated upcoming staffing changes prior to summer break permitting teachers to take summer courses prior to the assignment change. In the event staff changes cannot be anticipated, the newly assigned teacher will simultaneously initiate college work.
- 4) A class registration notice will suffice in documenting the teacher's intent. All classes completed shall be documented in the teacher's file by submitting a copy of the official class transcript of grade attained, prior to reimbursement.
- 5) Exceptions:
  - a) Teachers having taught three or more years out of the last five years in a subject area out of their major or minor are exempt.
  - b) Teachers with vocational certification or vocational skills or interests may be exempt from the above after a conference with the administration.

E. Recall Procedure: Recall of teachers shall be in the inverse order of layoff, i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to teach the specific course he is being assigned.

- F. The teacher laid off pursuant to this Article shall continue to receive insurance protection as outlined in this Agreement, for a period of three (3) months from date of layoff.
- G. The Board will distribute to the Union President a seniority list not later than October 1, of each year.
- I. Any bargaining unit member who collects unemployment compensation during the summer months, and who is notified of recall by August 1 of the same year shall be obligated to reimburse the District 75% of the amount of the unemployment compensation received. The bargaining unit member shall be offered the choice of repayment by either payroll deduction or the appropriate amount in equal payments over the entire year or direct payment to the District by September 30<sup>th</sup>.

## SECTION 2.7

### **Discipline of Teachers**

- A. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction. Alleged breaches of discipline shall be promptly reported to the offending teacher.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency, in professional performance. When a request for such representation is made, except in the case of alleged alcohol or drug abuse or some other circumstance that requires timely action, no action shall be taken for up to twenty-four (24) hours with respect to the teacher when representation is requested. In no event shall the administration be restricted from taking such protective action as the administration may determine to be necessary to protect the rights of students and others.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, or reduction in rank, compensation or advantage, including procedural aspects of adverse evaluation of teacher performance asserted by the Board or representative thereof shall be

subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

## SECTION 2.8

### **Board Rights**

A. The Board on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, all the powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, determination, supervision and direction.

1. To the executive management and administrative control of the school system and all its properties and facilities, and the activities of its employees while such employees are on duty.
2. To hire and dismiss all employees subject to the provisions of law.
3. To establish grades and courses of instruction including special programs and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.

B. The exercise of the foregoing powers, rights, and authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement (and then only to the extent such specific and express terms of this Agreement are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States).

## SECTION 2.9

### **Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the Board as designated in Section 1.2 shall have the right freely to organize, join and support the Association to the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern of the Board.
- D. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- E. All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material, shall share residual rights of 60% to teacher and 40% to school district, should they be copyrighted or sold by the district.

## SECTION 3.1

### **Academic Freedom**

- A. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. The right to academic freedom herein established shall include the right to support or oppose political, or religious causes and issues outside of the normal classroom activities.
- B. All communications obtained by a teacher in the course of his/her professional duties and deemed, by said teacher, to be of a confidential nature, need not, except with the consent of said teacher, be disclosed to anyone unless said disclosure is required by law.
- C. No teacher shall use his/her position as a classroom leader to deliberately promote his/her personal philosophies.

## SECTION 3.2

### **Teacher Protection**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, provided the teacher has followed the guidelines and procedures established by the Board of Education.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not judged a guilty party. After fourteen (14) consecutive calendar days, the provisions of 4.4 will apply.
- E. A teacher may, at all times, use such force as is reasonable and necessary to protect himself, a fellow teacher or administrator, or a student from attack, physical abuse or injury.

### SECTION 3.3

#### **Instructional Materials**

- A. The Board recognizes that appropriate texts, library reference, facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake promptly to implement all joint decisions thereon made by the representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- B. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance.
- C. Joint Instructional Council – A Joint Instructional Council is hereby established. The Council shall be composed of six (6) bargaining unit members, two (2) from each building, selected by the Association, and one administrator, one Board member and one parent selected by the Administration. The Council shall designate one teacher member as the Council Chairperson. Bargaining unit members who serve on the Council shall be compensated in accordance with the rate provided in 5.4 or shall be provided released time.

1. Council Responsibilities – The Joint Instructional council shall oversee the design, development and implementation of District instructional programs.

The Council's responsibilities shall include:

- a. Oversee the development of a comprehensive District-wide curriculum;
- b. Develop procedures and criteria for the continuous evaluation of the District curriculum;
- c. Oversee all recommendations(s) for textbooks;
- d. Schedule textbook purchase/curriculum revision rotation.

The Council will review and approve all changes in existing or proposed curricula prior to implementation.

2. Council Support - In lieu of department heads, a representative from each building, selected in the spring of the preceding year, will provide intensive support in the development of curricula up for review.
3. Duration – This section of the contract shall expire at the end of this Agreement unless mutually extended by the parties.

## SECTION 3.4

### **School Equipment**

- A. The Board agrees to make available in each school, adequate computer and photocopying equipment and clerical personnel to aid teachers in the preparation of instructional material.
- B. The Board shall provide:
  - 1. A separate desk for each teacher in the district with a lockable drawer space.
  - 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  - 3. Adequate chalkboard space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  - 5. A complete and unabridged dictionary in every classroom.
  - 6. Adequate storage space in each classroom for instructional materials.
  - 7. Adequate attendance books, papers, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

## SECTION 3.5

### **Teaching Facilities**

- A. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one (1) room, appropriately furnished which shall be reserved for use as a faculty work room. Provisions for such facilities will be made in all future buildings.
- B. Telephone facilities shall be made available to teachers for their reasonable use.
- C. Adequate off-street parking facilities shall be provided, protected against vandalism, and properly maintained and identified exclusively for teacher use.
- D. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being. The Board will not require a teacher to maintain, instruct, or supervise students in a classroom facility that does not meet the “Sanitation Standards for Schools” adopted by the Michigan Department of Health Regulations 325.721 – 325.746, Michigan Administrative Code, 1954.
- E.** Safety Committee – A joint Safety Committee shall be formed for the purpose of maintaining a safe work environment. The Committee shall be composed of two (2) employees from each bargaining unit within the District and up to a maximum of two (2) representatives of the Board. Each bargaining unit shall identify the employees that will represent them on the Committee.

## SECTION 3.6

### **Teaching Hours and Class Load**

- A. The teacher duty day shall be no more than seven (7) hours per day. The Board will make every effort to equalize student contact time between elementary and secondary, over the course of the school year. Such equalization may be on an annual basis. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters, which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. On Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.
1. Students will arrive at 10:00 a.m. for their regular classes two days each month as designated by the JIC. (Days may be altered as necessary because of school closings and/or other calendar events.) Such time shall be used for, but is not limited to, school improvement activities such as: department/grade level meetings, curriculum, and professional development.
- B. The normal weekly teaching load in the Senior High School will be twenty-five (25) teacher periods and five (5) unassigned preparation periods. Without consent, no teacher shall be assigned to more than twenty-five (25) hours of pupil contacts per week or whatever is necessary within the calendar to achieve state mandated hours per year. Assignment to a supervised study period shall be considered a teacher period for the purposes of this Section.

- C. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, but in no event less than thirty (30) minutes.
- D. Elementary teachers will be provided two (2) fifteen (15) minute relief periods each day or the equivalent to one (1) conference period. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teacher specialists. Preparation time shall be a minimum of 275 minutes per week.
- E. Teachers of music, art, and laboratory science, libraries, speech therapists, reading consultants, visiting teacher, counselors, physical education, and special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district. In addition, special education teachers shall receive five additional days of release from their regular classroom duties to address organizational and paperwork responsibilities.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- G. Recognizing the challenges presented to general education teachers of split classes (e.g. grades three/four), the elementary principal will limit the size of splits to or below 80% of the average for class sizes at the same level. If this limitation does not prove possible, the teacher will receive two days of compensatory time per semester

for the first year of teaching such a split. Splits at the middle school that require two lesson plans (e.g. grades five/six) will be treated in the same fashion, though special education and physical education class sizes will not be used to compute class size average. Splits at the high school (e.g. French I and II) will be kept at 12 students per section or below or the teacher will receive two days of compensatory time per semester for the first year of teaching such a split. In all cases above, unused days shall revert to sick leave at the end of the school year.

- H. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at his hourly rate for each teaching period in excess of such norms.
- I. During the first two (2) weeks of school staff meetings may be called at the discretion of the administration. After this time, the meetings shall not exceed two (2) meetings per month, not to exceed one (1) hour in length.
- J. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.
- K. During the time period designated as a preparation period, the teacher shall be engaged in work related to his/her classroom assignments. Teachers may not leave the building during this time period without first clearing with his/her supervisor, nor spend the time in non-school related activities.

- L. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- M. Teachers shall at all times maintain personal or staff supervision of the students assigned to them.

SECTION 3.7

**Class Size and Teaching Conditions**

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards except in traditional large group instruction, experimental classes, or emergency situations where the Association has agreed in writing to exceed these maxima. If for any reason the maximum is exceeded by five (5) in any class, the Board may hire a teacher aide to work with the said class. Said teacher aide will perform such non-instruction duties as are designated to him/her by the teacher to whom he/she is assigned.

<u>1. Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	22
First-Second	15	22
Third	15	22
Fourth-Sixth	20	30

<u>2. Secondary</u>	<u>Optimum</u>	<u>Maximum</u>
English	18	25
Social Studies	20	30
General Education	18	25
Mathematics	18	25

Physics	12	18
Biology	12	18
Chemistry	12	18

<u>Secondary con't</u>	<u>Optimum</u>	<u>Maximum</u>
General Science-Lab	12	18
General Science-Book	18	25
Language	18	25
Business	18	25
Typing	25	30
Industrial Arts	15	20
Drafting	25	30
Vocational Shops	15	20
Domestic Science	15	20
Music Theory	20	25
Art	20	25
Physical Education	30	40
Health	18	25

### 3. Special Education

Special classes for handicapped		
Or mentally retarded	10	15
Special sight saving and hearing	8	12
Conservation Classes	8	12
Emotionally disturbed classes	5	8

## SECTION 4.1

### **Professional and Association Leave**

A. Professional business days may be used for any educational purpose at the discretion of the teacher with the approval of the appropriate administrator. The teacher planning to use a professional business day shall notify his/her principal at least two (2) weeks in advance of his/her absence. The Board will provide appropriate expenses for travel, food and lodging.

The teacher shall file a written report to his/her building principal within one (1) week of the attendance at visitations, conferences, workshops, or seminars.

B. Any teacher called for jury duty or to serve as a witness during school hours shall be paid the difference between his/her regular salary and any remuneration received from other sources, excepting reimbursement for expenses.

C. Any teacher called to testify at any legal process in any matter involving his/her employer or himself/herself as it applies to his employment shall be paid the difference between his/her regular salary and any remuneration received from other sources, excepting reimbursement for expenses.

## SECTION 4.2

### **Sabbatical Leave**

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for professional improvement for up to one (1) year. It is agreed that professional improvement includes but is not limited to: attending a college, university or other educational institutions; traveling which will improve the teacher's ability to teach.
- B. To qualify for such sabbatical leave a teacher must hold a permanent or life-teaching certificate, or continuing permanent certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of the said Board, shall have a contract, and will be paid 50% - 100% of salary (as determined by the Board) and full insurance benefit upon return; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave. The teacher will notify the Board forty-five (45) days prior to the last day of the school year of his/her intent to return to the district following the year of sabbatical leave. Failure to do so means the position is vacant and may be posted by the Board.
- D. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan Public School Employees Retirement Board.
- E. The teacher shall agree that he/she shall return to the school the following year and if not, shall pay back the agreed salary on demand of the Board. A teacher returning

from sabbatical leave shall be restored to his/her teaching position, or one of like nature, seniority, status and pay.

- F. Provided there are enough people who qualify and apply for sabbatical leaves, the Board may grant one such leave per year.
- G. The Board shall notify the replacement teacher he/she is on a temporary basis.

## SECTION 4.3

### **Unpaid Leaves of Absence**

- A. A leave absence of up to two (2) years may be granted to any teacher upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, etc., Peace Corps, Teacher Corps, as a full time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention in writing to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such a period.
- B. A leave of absence of up to two (2) years may be granted to any teacher upon application, for the purpose of engaging in the study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such leave.
- C. A military leave of absence may be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on his/her salary schedule as he/she would have been had he/she taught in the district during such period. The employee shall have the right to return to active employment immediately upon return from active duty or at the beginning of the school year immediately following the end of his/her period of active duty. The

employee will notify the superintendent of his/her intention to return to work within 30 days of release from active duty.

D. A leave of absence for up to one year may be granted to a teacher for childcare following a birth/adoption leave under Section 4.4 A.

1. A teacher on childcare leave shall receive the health insurance benefits provided for under this collective agreement for a period of one (1) year. The teacher will notify the Board forty-five (45) days prior to the last day of the school year of his/her intent to return to the District following the period of unpaid leave. Failure to do so means the position is vacant and may be posted by the Board.

## SECTION 4.4

### **Paid Leave**

- A. Each member of the bargaining unit shall receive eleven (11) sick leave days per year each September. Such days shall accumulate from year to year up to one hundred thirty-five (135) days. A teacher may use up to six (6) weeks of paid sick leave for the adoption of a child.
- B. Each sick day equates to  $\frac{1}{2}$  day for each two (2) weeks of employment. Should a bargaining unit member resign after having used more sick days than were earned, s/he will repay the District the unearned time.
- C. Notification of the building principal or his/her designee must be at least one (1) hour before his/her regular starting time to report his/her unavailability for work. After four (4) consecutive days of absence, or in the case of what the administration views as chronic absenteeism (the staff member will be informed when the administration views a staff member as chronically absent), the administration may require a medical report from the teacher's doctor to substantiate the necessity of the teacher's continued absence.
- D. In the event an absence is taken without notification of a school principal or his/her designee, the teacher shall be suspended for a period of not more than three (3) days. During such suspension the teacher shall be deducted his/her daily salary in addition to the loss of sick leave days.
- E. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for

duration of such illness or disability up to one (1) year. Such leave must be at least one (1) week in duration.

- F. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's leave credit provided said teacher is receiving benefits provided by the Michigan Worker's Compensation Act.
- G. In the event of extended or unusual illness, the teacher shall present a medical statement from the attending medical service authorizing the teacher's return to work. The teacher shall be considered absent until such receipt of this statement and appropriate deductions shall be in effect.
- H. The Board shall furnish each teacher with a written statement of accumulated sick leave days prior to the last week of each September.
- I. A member of the bargaining unit shall be granted up to five (5) days leave for the death of a member of the teacher's immediate family. Such days shall be with full pay and without deduction from any leave credit.
- J. A member of the bargaining unit shall be granted, upon written request, one (1) day to attend a funeral of other persons. These days shall be with pay and shall be deducted from sick leave credit. If no sick leave is available, the absence shall be without pay.
- K. For the purpose of this Article the immediate family shall be: mother, father, sister, brother, husband, wife, son or daughter, grandchildren, grandparents; and similar step-relatives and in-laws, or any other person who is a member of the teacher's household.

- L. Each teacher shall be granted two (2) days to be used for business, which cannot be taken care of other than during normal working hours. Personal days may be carried over to succeeding years to a maximum of four (4) days. Request for said leave shall be submitted in writing, to the building Principal. Such days are not available three days before or after any scheduled break. No more than two (2) per building (2 secondary – 2 elem.) will be granted in any one day. Twenty-four (24) hours notice is required, save for emergency situations. Unused personal days will be placed in a personal leave day bank. Such days may be withdrawn for use. Upon retirement, all banked days will be paid at the severance rate.
- M. Teachers reaching sixteen (16) years of service as a teacher with the Inland Lakes District upon retirement shall receive \$20.00 per day for each day of unused sick leave.
- N. At the beginning of each school year, each teacher shall have paid by the Board, a bank of \$300.00. When a teacher uses a sick leave day, \$50.00 will be deducted from the bank. At the end of the school year, the teacher shall be paid the money from his/her bank, as offset by his/her use of sick leave. Example: Teacher takes two (2) sick days during the school year - \$300.00 minus \$100.00 (\$50.00 each day X 2 days) equals \$200.00. The teacher will be paid \$200.00.
- O. Up to three (3) days of emergency leave which will be deducted from the employee's accumulated sick leave may be granted at the sole discretion of the superintendent for unforeseen circumstances. This paragraph is not subject to the grievance procedure.

## SECTION 5.1

### **Insurance Protection**

The Board agrees to furnish to all teachers who work a minimum of three (3) secondary class periods or an equivalent number of minutes in elementary or more the following insurance protection:

- A. MESSA Choices 2 - The Board will reimburse a maximum of \$3 per prescription. Teachers under Plan B without hospitalization will be eligible to elect options toward any of the MESSA options including but not limited to: life insurance, long term disability, dental care, annuity program, vision program. These teachers not wishing health insurance will be provided the equivalent dollar amount of an individual teacher's subscriber premium toward the options. If a husband and wife are members of the same bargaining unit, one (1) will be eligible for full family MESSA PAK Plan A and the other, options along with MESSA PAK Plan B.

The MESSA PAK Plan is:

Plan A for employees needing health insurance: MESSA Choices 2, Delta Dental (C 01, 80/80/80, \$500 ortho), Negotiated Life (\$10,000 AD&D), and Vision (VSP3Gold).

Plan B for employees not needing health insurance: Delta Dental (C 01, 80/80/80, \$500 ortho), Negotiated Life (\$20,000 AD&D), and Vision (VSP3). The Board will provide MESSA LTD insurance at 66-2/3% with \$5,000 max. Parties agree that insurance coverage will be amended as necessary to ensure compliance with provisions of the State Aid Act with regard to providing benefits for abortion or abortion related services.

- B. Payment of the above insurance coverage shall be subject to contractual employment by the Board.
- C. The Board will implement a Section 125 Plan for the purpose of maintaining non-taxability of benefits.

## SECTION 5.2

**Teachers Salaries 2005-06**

STEP	BA	BA+15	MA	MA+15
0	\$ 30,687	\$ 31,845	\$ 33,221	\$ 34,379
1	\$ 32,283	\$ 33,504	\$ 34,945	\$ 36,163
2	\$ 34,500	\$ 35,242	\$ 36,763	\$ 38,047
3	\$ 35,727	\$ 37,081	\$ 38,673	\$ 40,025
4	\$ 37,581	\$ 39,012	\$ 40,684	\$ 42,130
5	\$ 39,538	\$ 41,038	\$ 42,804	\$ 44,299
6	\$ 41,588	\$ 43,172	\$ 45,028	\$ 46,602
7	\$ 43,756	\$ 45,418	\$ 47,371	\$ 49,023
8	\$ 46,256	\$ 47,782	\$ 49,831	\$ 51,569
9	\$ 48,427	\$ 50,264	\$ 52,428	\$ 54,257
TOTAL				
<b>5% LONGEVITY</b>				
12 YEAR	\$ 2,421	\$ 2,513	\$ 2,621	\$ 2,713
	\$ 50,848	\$ 52,777	\$ 55,049	\$ 56,970
<b>7% LONGEVITY</b>				
15 YEAR	\$ 3,390	\$ 3,518	\$ 3,670	\$ 3,798
	\$ 51,817	\$ 53,782	\$ 56,098	\$ 58,055
<b>9% LONGEVITY</b>				
18 YEAR	\$ 4,358	\$ 4,524	\$ 4,719	\$ 4,883
	\$ 52,785	\$ 54,788	\$ 57,147	\$ 59,140
<b>10% LONGEVITY</b>				
25 YEAR	\$ 4,843	\$ 5,026	\$ 5,243	\$ 5,426
	\$ 53,270	\$ 55,290	\$ 57,671	\$ 59,683

SECTION 5.2

**Teachers Salaries 2006-07**

STEP	BA	BA+15	MA	MA+15
0	\$ 31,301	\$ 32,482	\$ 33,885	\$ 35,067
1	\$ 32,929	\$ 34,174	\$ 35,644	\$ 36,886
2	\$ 35,190	\$ 35,947	\$ 37,498	\$ 38,808
3	\$ 36,442	\$ 37,823	\$ 39,446	\$ 40,826
4	\$ 38,333	\$ 39,792	\$ 41,498	\$ 42,973
5	\$ 40,329	\$ 41,859	\$ 43,660	\$ 45,185
6	\$ 42,420	\$ 44,035	\$ 45,929	\$ 47,534
7	\$ 44,631	\$ 46,326	\$ 48,318	\$ 50,003
8	\$ 47,181	\$ 48,738	\$ 50,828	\$ 52,600
9	\$ 49,396	\$ 51,269	\$ 53,477	\$ 55,342

TOTAL

**5% LONGEVITY**

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12 YEAR	\$ 2,470	\$ 2,563	\$ 2,674	\$ 2,767
	\$ 51,866	\$ 53,832	\$ 56,151	\$ 58,109

**7% LONGEVITY**

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15 YEAR	\$ 3,458	\$ 3,589	\$ 3,743	\$ 3,874
	\$ 52,854	\$ 54,858	\$ 57,220	\$ 59,216

**9% LONGEVITY**

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18 YEAR	\$ 4,446	\$ 4,614	\$ 4,813	\$ 4,981
	\$ 53,842	\$ 55,883	\$ 58,290	\$ 60,323

**10% LONGEVITY**

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25 YEAR	\$ 4,940	\$ 5,127	\$ 5,348	\$ 5,534
	\$ 54,336	\$ 56,396	\$ 58,825	\$ 60,876

SECTION 5.3

**Professional Compensation**

- A. The basic salaries of teachers covered by this Agreement are set forth in Section 5.2. Such salary schedule shall remain in effect during the designated period.
- B. All teachers shall be given full credit on the salary schedule set forth in Section 5.2 for up to five (5) years of 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.
- C. The salary schedule is based upon the regular school calendar as set forth in Section 6.3 and the normal teaching assignment as defined in this Agreement. For teaching assignments in excess of the regular school calendar and the normal teaching loads, teachers will be compensated at their individual hourly rates.
- D. The teacher's hourly rate shall be determined in the following manner:

Teacher's Contract Annual Salary

$$\frac{\text{Teacher's Contract Annual Salary}}{\text{Teacher Day (183 days Section 6.3) X Teacher hours per day (6 hours State Aid minimum)}} = \text{Hourly Rate}$$

The same hourly rate here determined shall be used for all salary deduct days.

- E. Teachers involved in voluntary extra duty assignments as set forth in Section 5.4, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

- F. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance of the regular per mile rate established by the Board for the District. The same allowance shall be given for use of personal cars for field trips or other business of the district when the school car is not available for such use. No mileage allowance will be paid without prior approval by the administration.
- G. Any teacher who enrolls in a course related to his/her instructional responsibilities at a National Council for Accreditation of Teacher Education accredited college or university shall receive full reimbursement from the Board for his/her tuition expenses upon the successful completion of such course. Teachers attending a non-NCATE accredited college or university shall receive one-half (1/2) payment reimbursement for their tuition expenses upon the successful completion of each course. Payments shall be made the second pay in January. This paragraph shall apply only to credits earned beyond those required for a permanent certificate. The Board limits this fund to \$5,000. The Board will pay on a first come, first serve basis. Should the stipulated amount become exhausted, the issue shall be reopened and additional funds negotiated in the regular manner. Any change in this procedure for the duration of this Agreement shall involve full and complete disclosure to the Association and will be subject to action through the grievance procedure.
- H. If a teacher earns enough credits by the first day of each semester to advance from one salary track to another, salary will be figured at the new level and his/her contract rewritten.

I. A teacher shall receive a longevity payment according to the following schedule:

At the beginning of the 12<sup>th</sup> year of employment:

5% of the last step on the salary schedule

At the beginning of the 15<sup>th</sup> year of employment:

7% of the last step on the salary schedule

At the beginning of the 18<sup>th</sup> year of employment:

9% of the last step on the salary schedule

At the beginning of the 25<sup>th</sup> year of employment:

10% of the last step on the salary schedule

J. The Board will reimburse a teacher for any licensing costs as assessed by the State of Michigan for up to \$100.00 per year.

K. Each department head will receive \$400 per year. Positions will be posted annually and appointed by the Administration. There will be department heads for the following areas: Grades 5-12, Social Studies, English, Reading, Math, Science, Fine Arts, Vocational, Special Education and an Elementary Department Head.

Responsibilities:

1. To work with the principal in developing department goals.
2. To conduct department meetings, prepare an agenda with input from department members, and make recommendations to the principal.
3. To follow the curriculum/textbook adoption procedure and make the necessary presentations to the Board of Education.

4. To work with the principal in administering the MEAP tests and analyzing the results.
5. To prepare and present a department budget to the principal.
6. To work with the principal in keeping harmony and professionalism within the department.
7. To attend the curriculum council meetings.

Curriculum Development Structure:

September – December – Departments conduct meetings and workshop

January – Department recommendations to the principal

February – Department budgets are due to the principal

Teacher assignments and student scheduling:

- a. Teacher assignments for the coming year tentatively set by March and master schedule developed.
- b. Student scheduling for the coming year will be done in April.

SECTION 5.4

**Extra-Curricular Compensation**

**Organization**

“A” Sports: Basketball, Football, Volleyball

“B” Sports: All Other

“C” Sports: Cheerleading

“D” Sports: Grades 7-12 Teams

Varsity Head Coaches

A – 11%  
B – 7%  
C – 3% per season  
D – 5%

Varsity Assistant Coaches

A – 7%  
B – 5%

J.V. Head Coaches

A – 7%  
B – 4%

J.V. Assistant Coaches

A – 4%  
B – 3%

Middle School Coaches

A – 3%  
B – 2%  
C – 2%

Middle School Asst. Coaches

(as needed, based on Administrative recommendation)

A – 2%  
B – 1 ½%  
C – 1%

Specific Positions

Varsity Football, Head Coach	11%
Varsity Basketball, Head Coach	11%
Varsity Volleyball, Head Coach	11%
Varsity Track, Head Coach	7%
Varsity Baseball, Head Coach	7%
Varsity Softball, Head Coach	7%

Varsity Golf, Head Coach	7%
Varsity Cheerleading Coach	6%
Varsity Football, Assistant Coach	7%
Junior Varsity Football Coach	7%
Junior Varsity Basketball Coach	7%
Junior Varsity Volleyball Coach	7%
Ninth Grade Basketball Coach	5%
Middle School Basketball Coach	3%
Middle School Track Coach	2%
Middle School Cheerleading Coach	2%
Middle School Football	3%
	(or 4% to be shared by 2 coaches)
Middle School Volleyball	3%
Middle School Ski Coach	2%
Key Club	3%
Ski Coach	5%
Cross Country Coach	5%
Band Director, Full-time	11%
Senior Sponsor	3.5%
Junior Sponsor	2.5%
Sophomore Sponsor	2%
Freshmen Sponsor	2%
National Honor Society Sponsor	2%
High School Student Council Sponsor	3%
Drama per production (maximum of 3 per year)	2%
Varsity Club Sponsor	2%
Girls Athletic Association (GAA) Sponsor	2%
French Club Fund Raising	2%
Middle School Student Council	2%
Intramural Director – One less class period or extra class pay schedule	
Science Olympiad	2%
NCA Transitions Building Facilitator(s)	4% each
Academic Competition*	2%
*if comparable in length and responsibility to Science Olympiad	
Community Ed/JIC meetings	<u>BA step 0</u> 1098 = hourly rate
JIC Chair	5% of salary

- A. Grandfather Clause – It is agreed between the Board and the Association that current employees holding extra curricular positions at the time of ratification of this agreement (1979-80) will be reimbursed based on the following provision:
- “Reimbursement for responsibilities in connection with the school’s extra curricular program shall be computed as a percentage of the base pay of the teacher”
- B. Reimbursement for extra curricular activities shall be based on the percent of the teacher’s education track for experience in that particular activity up to a maximum of ten (10) years experience. Newly hired teachers shall be given credit up to ten (10) years’ coaching experience outside the District.
- C. Supplemental contracts for the above activities must be issued and signed before the extra work is performed. Supplemental contracts will specify the total amount of payment and time and method of payment of compensation.
- D. Contracts for extra duties of Section 5.4 shall be posted and/or mailed to all teaching personnel fifteen (15) days prior to appointment of the position. Coaches hired shall be the most qualified to coach the sport, work with young people, and who have knowledge of first aid and the physical needs and limitations of students who are participating in the sport. Training shall be provided as necessary to acquaint coaches with the school system, and policies and rules governing interscholastic athletics, and if necessary, basic instruction in first aid.

E. Driver Education – Classroom instruction given outside the teacher’s regular daily schedule will be compensated at the teacher’s hourly rate. Driving time for driver education will be compensated at \$19.00 per hour.

## SECTION 6.1

### **Teacher Assignments**

- A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of seniority gained through the years of continuous employment in the district, assuming equal qualification among applicants. No teacher shall be required to work split shift or to teach less than three hours in any summer school program. Teachers shall be compensated for teaching in any of such programs excluding Driver Education, at no less than the rate established by the Community Education Consortium.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call at least (1) one hour before their regular starting time to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this Agreement are used as substitutes on an emergency and voluntary basis, said teachers shall be compensated at their normal hourly rate for each hour of teaching provided.

SECTION 6.2

**Grievance Report Form**

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

Grievance Report

Building	Assignment	Name of Grievant	Date Filed
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\_\_\_\_\_

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of grievance \_\_\_\_\_

\_\_\_\_\_

2. Relief sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

STEP I – Immediate Supervisor

A. Oral discussion with immediate supervisor

B. Disposition of immediate supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

C. Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

STEP II – Superintendent or Designee

A. Date received by superintendent or designee \_\_\_\_\_  
B. Disposition of superintendent or designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

C. Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature Date

STEP III – Board of Education

A. Date received by Board of Education or designee \_\_\_\_\_  
B. Disposition of Board of Education \_\_\_\_\_  
\_\_\_\_\_

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Signature Date

C. Position of grievant and/or Association \_\_\_\_\_

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Signature Date

**STEP IV – Mediation**

A. Date submitted to mediation \_\_\_\_\_

B. Disposition of mediator \_\_\_\_\_

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Signature Date

C. Position of grievant and/or Association \_\_\_\_\_

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Signature Date

D. Position of Board of Education or designee \_\_\_\_\_

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Signature Date

**STEP V – Arbitration**

A. Date submitted to arbitration \_\_\_\_\_

B. Disposition and award of arbitrator \_\_\_\_\_

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Signature Date

## SECTION 6.3

### **Inland Lake Schools Calendar 2005-2006**

August 31	Teacher Professional Development Day*
September 1	Teacher In-service/Work Day
September 6	1 <sup>st</sup> Day of School - Students Report, Full Day
October 26	COP ESD Teacher Professional Development Day*
November 21	Evening Parent/Teacher Conferences
November 22	Half Day for Students: Evening Parent/Teacher Conferences
November 23	Half Day for Students
November 24-25	Thanksgiving Break
December 21	Christmas Break Begins at the End of Day
January 3	School Resumes
January 20	End of First Semester/Second Marking Period, Half Day of School for Students, all day for teachers
February 15	Evening Parent Teacher Conferences
February 16	Half Day for Students, Evening Parent/Teacher Conferences
February 17	Mid-Winter Break – No School
March 24	Spring Break Begins at Noon
April 3	School Resumes
April 14	Good Friday – no school
May 21	Graduation Day – 2:00 p.m.
May 29	Memorial Day – no school
June 9	Last Day of School, Half Day for Students, Full Day for Teachers

180 Student Days 183 Teacher Days

\*Counts as “instructional hours” per MDE guidelines

In the event that makeup days are needed because of Act of God days, the following dates will be utilized in the order shown:

- 1) June 12
- 2) June 13
- 3) June 14
- 4) June 15
- 5) June 16
- 6) June 19 etc.

SECTION 6.3

**Inland Lakes Schools Calendar 2006-07**

August 30	Teacher Professional Development Day* (ESD)
August 31	Teacher In-Service/Work Day (no meetings after 11:00 a.m.)
September 5	Students Report, Full Day
November 20	Full day for students and teachers. (Conferences 6-9 p.m.)
November 21	Full day for students and teachers. (Conferences 6-9 p.m.)
November 22-26	Thanksgiving Break
December 21	Christmas Break Begins at the End of Day
January 3	School Resumes
January 19	End of semester; ½ day for students, teacher work all day in p.m.
February 21	Evening Parent/Teacher Conferences; 6-9 p.m.
February 22	Half Day for Students, Evening Parent/Teacher Conferences 6-9 p.m.
February 23 & 26	Mid-Winter Break – No School
March 30	Spring Break Begins at Noon
April 9	School Resumes
April 6	Good Friday – no school
May 28	Memorial Day – no school
TBA	Graduation Day – 2:00 p.m.
June 8	Last Day of School, Half Day for Students, Full Day for Teachers

180 Student Days 182 Teacher Days

\*Counts as “instructional hours” per MDE guidelines

In the event that makeup days are needed because of Act of God days, the following dates will be utilized in the order shown:

- |                  |                       |
|------------------|-----------------------|
| 1) June 11, 2007 | 2) June 12, 2007      |
| 3) June 13, 2007 | 4) June 14, 2007      |
| 5) June 15, 2007 | 6) June 18, 2007 etc. |

***Early Release School Days*** – classes are released at 12:55 p.m. These school early releases occur on the 2nd and 4th Tuesday of the month with the exception of December.

*September 12, 2006*  
*September 26, 2006*  
*October 10, 2006*  
*October 24, 2006*  
*November 14, 2006*  
*November 28, 2006*  
*December 12, 2006*  
*January 9, 2007*

*February 13, 2007*  
*February 27, 2007*  
*March 13, 2007*  
*March 27, 2007*  
*April 10, 2007*  
*April 24, 2007*  
*May 8, 2007*  
*May 22, 2007*

January 23, 2007

SECTION 6.4

**Letter Of Agreement**

**EXTRA CURRICULAR**

**EXPERIENCE:** In-district experience shall be granted on a per activity basis up to ten years. Example – John Doe coaches football for two years – stops coaching two years and then returns to football – he/she will come back at the third year level. Out-of-district experience – The Board of Education may grant up to ten years experience for any extra curricular activity.

**DEFINITION OF ACTIVITY:** In-district experience means having been approved/hired by resolution of the Board.

For the purpose of tabulating experience on the extra curricular scale, an activity is defined as follows:

Any and all football counts toward football only. Each sport is accumulative unto itself.

Coaching football does not apply toward basketball.

Any time accrued as class sponsor applies to any and all class sponsorships.

Any other activity listed in the extra curricular listing shall be considered an individual “activity”.

SECTION 6.5  
**Retirement Incentive**

For the 2000-2001 school year only, the board shall offer a retirement incentive for eligible teachers.

The retirement incentive shall be offered in accordance with the following provisions:

1. The decision to participate in the retirement incentive plan is expressly voluntary on the part of the employee.
2. The teacher must have served at least fifteen (15) consecutive years for the Inland Lakes School District and actually retire with full benefits under the terms of the Michigan Public Schools Employees Retirement System, (i.e., MPSERS).
3. For participation in the plan, the teacher must make application for retirement and provide a written statement of resignation of his/her teaching position to the Board under the following conditions:
  - a. on a “first come, first serve basis” , not later than July 15, 2000, for no more than two ILEA members, and,
  - b. based on seniority, not later than April 1, 2001, for no more than three ILEA members.
  - c. The statement of resignation will indicate that the resignation is for the purpose of retirement and state the effective date of the resignation. The new incentives listed within this contract will not retroactively apply to any employees retiring prior to this agreement.
4. The Board agrees to a severance benefit that will be in form of:

- a. the purchase of Michigan Public Schools Employee Retirement System service credit not to exceed \$10,000 or,
  - b. a one-time cash payment of \$10,000.
5. The Board agrees to pay any other severance pay to which the teacher may be entitled.
6. The teacher, through receiving the retirement incentive, agrees that such incentive shall serve as satisfaction/waiver of any other claim for compensation, (i.e., unemployment comp. etc.), against the Inland Lakes School District.
7. The teacher agrees to waive, in writing, any and all rights and claims against the Board based on age discrimination. The employee is advised to consult with an attorney before signing the agreement, and will be given sufficient time to decide whether to sign.
8. The employee will have seven days to revoke a signed waiver.

SECTION 6.6

**Contract Deviation At The Elementary**

It is hereby agreed by the parties set forth above:

A. Elementary teachers are supervising students during the 30-minute lunch period.

That thirty (30) minutes of non-student contact time has been rescheduled during the student day.

B. This is a deviation from the contract and does not constitute a waiver of any inherent contractual rights.

**Re: All Day Kindergarten**

It is hereby agreed by the parties set forth above as follows:

A. It would be within the confines of the contract for the Board to implement all day kindergarten provided it is within the normal work day.

B. This is not to imply that kindergarten teachers necessarily support the concept of all day kindergarten.

SECTION 6.7

**Letter of Agreement**  
**Between the Inland Lakes Education Association**  
**And the Inland Lakes Schools**

RE: ESEA/NCLB Act of 2001

1. MUTUAL AGREEMENT

Without consulting with the Association, the Employer shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 5301 et seq., that has an adverse impact on any bargaining unit member.

2. IDENTIFICATION FOR IMPROVEMENT

Before identifying an elementary school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the Employer shall provide the Association with an opportunity to review the school-level data, including academic assessment data on which the proposed identification is based. If the Association believes that the proposed identification is in error for statistical or other substantive reasons, the Association may provide supporting evidence to the Employer, which shall consider the evidence before making a final decision.

3. NCLB COMMITTEE PLAN

No NCLB Committee Plan provision shall alter, modify, violate or supercede, except as mutually agreed on in writing by the Employer and the Association, this Agreement or any other formal or informal understanding, condition or practice established between the parties. The foregoing shall apply to any School Improvement Plan the employer intends to implement.

4. EFFECT OF SECTION 1116 (D) OF THE ESEA

If the District has reasonable cause to believe that compliance with any of the provisions of this Agreement would be inconsistent with the District's obligation under section 1116 of the ESEA, it will so notify the Association. The Association and the District immediately will file a joint written request with the United States Department of Education asking whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until the United States Department of Education answers this

question “yes”, the District will be required to comply with the provisions of this Agreement.

If the United States Department of Education answers the foregoing questions “yes”, the Association at its option, may file a lawsuit in Federal District Court seeking a declaratory judgment as to whether section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Until the District Court answers this question or if the District Court answers this questions “yes”, the District will be required to comply with the provisions of this Agreement only to extent that such compliance will not prevent the District from complying with its obligations under Section 1116 of the ESEA. If the District Court answers this question “no”, the District will be required to comply with the provisions of this Agreement.

#### 5. NCLB COMMITTEE

For the purpose of Section 2(E)(1)(a) and 2(E)(1)(b) above, an NCLB Committee shall be established at each level to conduct an assessment of the option elected and pursued by each teacher subject to Section 2(E)(1)(a) and 2(E)(1)(b) immediately above. The Committee shall be composed of six (6) members; three (3) appointed by the Superintendent and Three (3) appointed by the Association. Any participation on this Committee shall be voluntary. The Committee shall make a determination whether each teacher subject to Section 2(E)(1)(a) or 2(E)(1)(b) immediately above has become “highly qualified” by meeting one of the options provided in Section 2(E)(1)(a) and 2 (E)(1)(b).

#### 6. TEACHERS NOT HIGHLY QUALIFIED THROUGH TO THE END OF 2005-2006

The following applies to teachers not “highly qualified” in their current position. Whenever a vacancy occurs, between the date of this agreement through to the end of the 2005-2006 school year:

- The most senior teacher that applies, and,
- By the award of the vacancy would cause said teacher to become “Highly Qualified”, will be given preference over all other applicants applying for said vacancy.

Teachers who are not highly qualified under ESEA will be subject to the following provisions beginning in the 2006-07 school year:

- A. Management may, at its own discretion, leave the teacher in the current assignment.
- B. If not, the teacher may assume any vacancy for which s/he is qualified. Qualified is defined in this instance as highly qualified for positions so designated under ESEA and fully certified for all other positions.
- C. If there are no vacancies, the teacher shall be assigned to an equivalent position for which s/he is qualified (as defined in B above) held by a less senior teacher.

D. If there is no position for which the teacher is qualified, the teacher will be laid off with recall rights to the first available vacancy for which s/he is qualified as per Section 2.6 of the Negotiated Agreement.

#### 7. RECOGNITION

A teacher that is recognized as “highly qualified” under the ESEA by this school district or another Michigan school district shall be recognized as “highly qualified” by this school district for the duration of his/her employment. If the rules related to “highly qualified” under the ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

\_\_\_\_\_  
For the Inland Lakes Schools

\_\_\_\_\_  
For the Inland Lakes EA/NMEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NETWORK AND INTERNET ACCESS AGREEMENT FOR  
STAFF MEMBERS**

AGREEMENT

This agreement is entered into \_\_\_\_\_ (date) between \_\_\_\_\_, hereinafter referred to as Staff Member, and Inland Lakes Schools hereinafter referred to as District. This agreement is to provide Network (Electronic Mail and Electronic Bulletin Board) and Internet access, hereinafter referred to as Network, for educational purposes to the Staff Member. As such, this access will (1) assist in the collaboration and exchange of information, (2) facilitate personal growth in the use of technology, and (3) enhance information gathering and communication skills.

The intent of this contract is to ensure that Staff Members will comply with all Network and Internet acceptable use policies approved by the District.

In exchange for the use of the District Network resources either at school or away from school, the Staff member understands and agrees to the following:

- A. The use of the Network is a privilege that may be revoked by the District at any time and for any reason. Reasons for revoking privilege include, but are not limited to, the unauthorized altering of system software, the placing of unauthorized information, computer viruses or harmful programs on or through the computer system in either public or individual files or messages. The District reserves the right to remove files and limit or deny access.
- B. The District reserves all rights to any material stored in files that are generally accessible to others and will remove any material which the District, at its sole discretion, believes may be harmful, obscene, pornographic, abusive, or otherwise objectionable. The Staff Member will not use his/her District-approved computer account/access to obtain, view, download, or otherwise gain access to such materials. The Staff Member will, if accidentally gaining access to such materials, promptly exit the site. It is also recommended that the Staff Member should inform his/her supervisor and/or the District's Technology Director of the unintentional access as soon as is practical. Improper or unauthorized use of the Network may result in the staff member's discipline or discharge.
- C. All information services and features contained on District or Network resources are intended for the personal and school-related use of its registered users and any use of these resources for commercial-for-profit or other

unauthorized purposes (e.g., advertisements, political lobbying), in any form, is expressly forbidden.

- D. The District and Network resources are intended for the exclusive use by their registered users. The staff member is responsible for the use of his or her account/password and/or access privilege. Allowing the use of an account by someone other than the registered account holder is forbidden.
  
- E. Any misuse of the account will result in suspension of the account privileges. Misuse shall include, but not be limited to:
  - (1) intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users.
  - (2) misrepresenting other users on the Network,
  - (3) disrupting the operation of the Network through abuse of the hardware or software,
  - (4) malicious use of the Network through hate mail, harassment, profanity, vulgar statements, or discriminatory remarks,
  - (5) interfering with others use of the Network,
  - (6) illegal installation of copyrighted software,
  - (7) unauthorized down-sizing, copying, or use of licensed or copyrighted software, or
  - (8) allowing anyone to use an account other than the account holder.
  
- F. The use of District and/or Network resources is for the purpose of (in order of priority):
  - (1) support of academic programs,
  - (2) telecommunications,
  - (3) general information,
  - (4) recreation
  
- G. The District and/or Network does not warrant that the functions of the system will meet any specific requirements that the user may have, or that the Network will be error free or uninterrupted; nor shall it be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the system.
  
- H. The Staff Member will diligently delete old mail messages on a routine (daily, if possible) basis from the personal mail directory to avoid excessive use of the electronic mail disk space.

- I. The District and/or Network will periodically make determinations on whether specific uses of the Network are consistent with the acceptable-use practice. The District and/or Network reserve the right to log and monitor any activity on the Network
- J. The Staff Member may not transfer file, shareware, or software from information services and electronic bulletin boards without the permission of the District Technology Director. The Staff Member will be liable to pay the cost or fee of any file, shareware, or software transferred, whether intentional or accidental, without such permission.
- K. The District reserves the right to log computer use and to monitor fileserver space utilization by users.

In consideration for the privileges of the using the District and/or Network resources, and in consideration for having access to the information contained on or by the Network, the Staff member hereby:

- (1) releases the District Network and its operators and administration from any and all claims of any nature arising from use or inability to use the District and/or Network resources,
- (2) agrees to abide by the requirements and assumptions outlined above in A. through L., and
- (3) agrees, upon receipt of written notification, to abide by such rules and regulations of system usage as may be modified through mutual agreement by the ILEA and the District and/or Network.

(sign and return to the District Technology Director)

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Signature of Staff Member

---

Date

Section 6.9

**Letter Of Agreement**

The parties agree that Section 5.3 Professional Compensation sub section K shall be suspended for the life of this Collective Bargaining Agreement.

The parties further agree that teacher assignment and student scheduling, as referenced in subsection K, shall be the responsibility of the school principal and department members.

This Letter of Agreement shall expire with this Collective Bargaining Agreement and may not be extended without the written consent of both parties.

**Letter of Agreement**

**CONTRACT EXTENSION**

The parties do hereby mutually agree that the 2005-2007 Negotiated Agreement between the Inland lakes EA/NMEA and the Inland Lakes board of Education shall be extended until August 31, 2008 if the following conditions are met:

1. The parties will take the official fall 2006 count, weighted at 75%, and blend it with the 2007 February official count, weighted at 25%, to create a blended FTE count for the 2006-07 school year.
2. If the FTE number generated by the process above is equal to or greater than 1085.5, the contract shall be extended.
3. The salary increase shall be 2% on step.

If the terms of this letter are not met, it shall be immediately null and void unless mutually agreed upon by the parties.

\_\_\_\_\_  
ILEA/NMEA

\_\_\_\_\_  
Inland Lakes Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date