

8/31/93

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AGREEMENT
BETWEEN THE
SCHOOL DISTRICT OF INLAND LAKES
AND THE
NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA
1991-92 1992-93

Inland Lakes Schools

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SECTION 1.1

AGREEMENT STATEMENT

This Agreement entered into this 31st day of August, 1991, by and between the Northern Michigan Education Association, MEA/NEA, a voluntary organization, hereinafter called the "Association", and the School District of Inland Lakes, a District of the 4th Class, hereinafter called the "Board". The signatures shall be the sole parties to this Agreement.

SECTION 1.2

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 1.3

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, a district of the 4th Class, 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 1.4

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.

SECTION 1.5 - DURATION OF AGREEMENT

A. This Agreement shall become effective on September 1, 1991, and shall remain in full force through August 31, 1993. (Full retroactivity).

NORTHERN MICHIGAN
EDUCATION ASSOCIATION

INLAND LAKES
BOARD OF EDUCATION

By *David V. Bennett*
NMEA Chairperson

By *Jerry Renaud*
President

By *Dave Bourn*
NMEA Staff Coordinator

By *J. Swallen*
Vice President

By *M. Kay Hinman*
Chief Spokesperson

By *John H. Hartzel*
Secretary

By *Brian J. Stuber*
P.N. Committee Chair

By *James E. Peam*
Treasurer

By *W. Erin Fagg*
P.N. Committee Member

By *James C. Squirell*
Trustee

By *Mark Benn*
P.N. Committee Member

By *Martha L. Waldron*
Trustee

By _____
P.N. Committee Member

By *Douglas A. Hulman*
Trustee

By _____
P.N. Committee Member

By *Ronald G. Berg*
Superintendent

B. Dated 9/30, 1991.

SECTION 1.6

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 1.7

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. (See Letter of Agreement - Section 6.6).

SECTION 1.8

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 1.9

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.

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, judgements 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 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.

The calendar for 1992-93 shall be compiled mutually by May, 1992 and attached.

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 placing of a non-tenure teacher on a third year of probation; (3) The termination of services or failure to reemploy any teacher to a position on the extra curricular schedule; (4) Any matter involving the subjective content of teacher evaluation; and, (5) 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 this 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 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.

D. Within five (5) work days 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) work days 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) work days of such meeting, (or ten (10) work days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) work days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) work days 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 designee, or if no disposition has been made within five (5) work days of such meeting (or ten (10) work days 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) work days 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. If the parties cannot agree as to the arbitrator within five (5) work days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be shared equally by the parties.

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 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.

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 15th 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 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 or is discharged.

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. Upon completion of his/her twenty (20) class days of involuntary transfer, the affected teacher may request the Assignments Committee to review the steps taken to resolve the emergency. The Assignments Committee's decision in the matter shall be final.

C. A change of assignment, made after July 1 and scheduled to take effect the coming school year, to which the teacher objects, shall be subject to review by the Assignments Committee whose decision shall be final. The teacher shall not have recourse to the grievance procedure.

D. The Assignments Committee shall consist of the three (3) Association building representatives and the three (3) members of the Board's Negotiations Committee. The superintendent shall be chairman of the Committee and may vote only to break a tie. The superintendent's secretary shall be recording secretary of this Committee. Minutes shall be approved by the full committee before they become part of a permanent record.

E. 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.

F. 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. 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.

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 their interest in said position within three (3) days of notification.

G. Any teacher who shall be transferred to an administrative or executive position and shall later return to teacher status shall be entitled to retain such 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 therefor. No charge shall be made for use of school rooms 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 shall be the only teacher organization having the right to use school facilities and equipment, including typewriters, mimeograph machines, and other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall be responsible for damages incurred during equipment use. All materials and supplies necessary to the operation of this equipment shall be supplied by the Association.

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 mail boxes 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. The Board, however, is not obligated to provide copies of this information.

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, previously proposed. The Association shall be given the opportunity to make recommendations on such proposals to the Board, prior to their adoption and/or general publication.

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 for consideration in the proper order, 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 proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teacher's schedules be made later than the 15th 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. Probationary teachers shall be observed for the purposes of evaluation at least three (3) times during the school year. These observations shall occur at least one (1) month following a teacher's commencement of service, four (4) months after a teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once each school 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. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his 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.

C. No later than March 15 of each probationary year, the final written evaluation report, including the recommendation as to

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. Refusal to offer or renew a contract shall be grounds for a grievance. In any grievance or tenure proceeding, all evaluations or responses thereto shall be admissible as evidence.

SECTION 2.5

PERSONNEL FILE

A. Each teacher shall have the right, upon request, to review the contents of his 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:

1. TB report and required medical information
2. all teacher evaluation reports
3. copies of annual contracts
4. teacher certificate
5. a transcript of academic records
6. 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.

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 district.

C. No teacher shall be discharged or 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 discharge or layoff at least thirty (30) days prior to the last teaching day of the previous school year. No teacher shall be discharged or 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. For placement in a pre K-6 grade level elementary position, a tenure teacher is qualified if he has elementary certification.

b. For placement in a secondary teaching position (7-12) a tenure teacher is qualified if he is certified and possesses a major/minor or a minimum of twelve (12) semester hours in the specific course which he is to be assigned.

(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) Classes leading to the total twelve (12) hours will be earned per semester for graduate or undergraduate credit starting in the fall of 1984-85.

(5) 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.

(6) EXCEPTIONS:

(1) 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.

(2) Teachers with a vocational or vocational skills or interests may be exempt from

the above after a conference with the administration.

F. Recall Procedure - Recall of tenure 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.

G. Individual Contract - The individual contract, executed between each teacher and the employer is subject to the terms and conditions of this Agreement.

H. 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.

I. The Board will distribute to each teacher a seniority list not later than October 1 of each year.

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, no action shall be taken for up to twenty-four (24) hours with respect to the teacher when representation is requested.
- 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 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 judgement 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil.
- 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.

E. A written statement by the Board governing use of corporal punishment and disciplining of students shall be publicized to all teachers no later than the first week of each school year. Teachers shall be free to employ such means of corporal punishment as permitted by law. A teacher may, at all times, use such force as is 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. In furtherance of that recognition, the Board shall provide in each school in the district and include therein, all texts which are reasonable requests by teachers of that school and approved by the administration. The development of this professional library by district funds shall be limited to an expenditure of five (5) dollars per member of the bargaining unit, per school year, with a matching amount provided by the Association. A book chairman shall be designated.

C. Instructional materials used in the school district shall reflect the multi-ethnic nature of our society and shall evidence a sensitivity to prejudice, to stereotypes, and to materials offensive to minority groups.

SECTION 3.4

SCHOOL EQUIPMENT

A. The Board agrees to make available in each school, adequate typing, duplicating, stencil, and mimeograph facilities 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 in which smoking shall be permitted. 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.

SECTION 3.6

TEACHING HOURS AND CLASS LOAD

A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. 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.

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. Assignment to a supervised study period shall be considered a teacher period for the purposes of this Section.

C: On an experimental basis, the Board may use flexible scheduling in grades 6, 7, and 8 for the duration of this contract. The teaching load of these grades will not exceed thirty (30) teacher periods and five (5) unassigned preparation periods. The preparation period will be the equivalent of the longest class period. This paragraph will be removed at the expiration of the contract.

D. 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.

E. 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.

F. 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.

G. 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.

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 their 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 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 by the teacher to whom he is assigned.

1.	<u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
	Kindergarten	16	22
	First-Second	15	22
	Third	15	22
	Fourth-Sixth	20	30
2.	<u>Secondary</u>		
	English	18	25
	Social Studies	20	30
	General Education	18	25
	Mathematics	18	25
	Physics	12	18
		<u>Optimum</u>	<u>Maximum</u>
	Biology	12	18
	Chemistry	12	18
	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
Homemaking	15	20
Music Theory	20	25
Art	20	25
Physical Education	30	40
Hygiene	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 principal at least two (2) weeks in advance of his absence. The Board will provide appropriate expenses for travel, food and lodging. A school car will be used for the purpose of:

1. Visitations to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate departments.

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

B. Any teacher called for jury duty 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 employer or himself 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, travel 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 45 days prior to the last day of the school year of their 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 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 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 shall grant one such leave per year with full pay to the teachers.

G. The Board shall notify the replacement teacher he is on a temporary basis.

SECTION 4.3

UNPAID LEAVES OF ABSENCE

A. A leave of 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 would have been had he 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 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 would have been had he 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 salary schedule as he would have been had he taught in the district during such period.

D. Any member of the bargaining unit who becomes pregnant shall notify the Board at least thirty (30) days prior to her discontinuing her services. The Board of Education may request a medical statement relative to the teacher's ability to continue

teaching. Such statement shall come from either the regular physician and/or one of the Board's choice. If the Board selects a physician, all expenses related to the statement shall be paid by the Board.

1. It shall be the duty and responsibility of the employee to notify in writing the administration of pregnancy, filed with a physician's statement as soon as possible following the third month of pregnancy.
2. The Board of Education shall grant a leave of absence for maternity reasons without pay, to any member of the bargaining unit who is under contract in this system upon written request for such leave, and upon proper certification of pregnancy by employee's physician.
3. Reinstatement to service in any capacity shall be granted as soon as possible when a position is available and with the approval of a physician. Upon completion of said leave, the teacher may apply in writing for an extension of one (1) additional year.
4. In the event of miscarriage prior to the start of maternity leave, the sick leave provisions of this collective agreement shall apply.
5. A teacher on maternity leave of absence shall be given credit on the salary schedule for all time spent on such leave.

6. A teacher on maternity 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 45 days prior to the last day of the school year of their 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 earn sick leave days at the rate of one-half day for each pay period or two (2) weeks of employment. Such days shall not exceed eleven (11) days per year, and shall accumulate from year to year up to one hundred four (104) days.

B. In the event a teacher is absent before credit is gained, one (1) day's salary shall be deducted for each sick day absent. Upon earning of the sick leave days credit, the salary shall be paid and the sick leave day deducted from the individual's credit.

C. Notification of the building principal or his/her designee must be at least one (1) hour before their regular starting time to report their unavailability for work. After four (4) consecutive days of absence, 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 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; or any other person who is a member of the teacher's household.

L. Each teacher shall be granted two (2) (non-cumulative) days to be used for business which cannot be taken care of other than during normal working hours. Request for said leave shall be submitted in writing, to the Building Principal. Such days not available three days before or after any scheduled break. No more than two (2) per building (2 high - 2 elem.) will be granted in any

one day. Twenty-four (24) hours notice is required, save for emergency situations.

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 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.

SECTION 5.1

INSURANCE PROTECTION

The Board agrees to furnish to all teachers the following insurance protection:

A. MESSA Super Med I PAK Care Rider minus LTD. The Board will pay the health insurance deductibles when the amount of receipts reaches up to \$50.00 or \$100.00. 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 Super Care I, Delta Dental (C 01, 50/50/50, \$500 ortho), Negotiated Life (\$10,000 AD&D), and Vision (VSP2).

Plan B for employees not needing health insurance: Delta Dental (C 01, 50/50/50, \$500 ortho), Negotiated Life (\$20,000 AD&D), and Vision (VSP2).

B. Payment of the above insurance coverage shall be subject to contractual employment by the Board.

SECTION 5.2

SALARY SCHEDULE

1991-92

Step	BA	BA+15	MA	MA+15
0	20,320	21,087	21,997	22,764
1	21,376	22,183	23,139	23,945
2	22,486	23,337	24,342	25,193
3	23,657	24,553	25,608	26,502
4	24,885	25,832	26,938	27,896
5	26,180	27,173	28,342	29,332
6	27,538	28,585	29,815	30,858
7	28,973	30,073	31,365	32,460
8	30,627	31,638	32,996	34,146
9	32,065	33,282	34,715	35,925
12	32,706	33,948	35,409	36,643
15	33,348	34,613	36,104	37,362

1992-93 SALARY SCHEDULE

Step	BA	BA+15	MA	MA+15
0	21,132	21,931	22,877	23,674
1	22,231	23,071	24,065	24,903
2	23,385	24,270	25,316	26,201
3	24,603	25,535	26,632	27,562
4	25,881	26,865	28,016	29,012
5	27,227	28,260	29,476	30,505
6	28,640	29,729	31,007	32,092
7	30,132	31,276	32,620	33,759
8	31,852	32,903	34,316	35,512
9	33,348	34,613	36,104	37,362
12	34,015	35,306	36,826	38,109
15	34,682	35,998	37,548	38,856
18	35,349	36,690	38,270	39,603

A. The 1992-93 salary schedule shall be increased by an amount equal to the percentage increase of the State Equalized Valuation (SEV) less one percent (1%) with a guaranteed minimum of four percent (4%) as shown in the above 1992-93 salary schedule.

B. The certified SEV shall be determined by the percentage rise for the Inland Lakes School District from June, 1991, to June, 1992.

C. If the method for computing the SEV is changed during the duration of this contract, it is agreed that this section of the master contract shall be subject to renegotiations.

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

_____ = Hourly Rate

Contract Days (180) x Teacher Hours per day
(State Aid Minimum)

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 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 teaching certificate. The Board limits this fund to \$3,000. 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 contract rewritten.

I. A teacher shall receive a longevity payment of 2% of the last step of the salary schedule beginning the 12th year of employment; 4% of the last step of the salary schedule beginning the 15th year of employment. Effective September 1, 1992, a teacher shall also receive a longevity payment of 6% of the last step of the salary schedule beginning the 18th year of employment.

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 \$300 per year. There will be department heads for the following area: social studies, English, reading, math, science, fine arts, vocational.

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 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.

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:

1. Teaching assignments for the coming year tentatively set in January and master schedule developed.
2. 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%

Jr. High Coaches

A - 3%
 B - 2%
 C - 2%

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	4%
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%
Junior High Basketball Coach	3%
Junior High Track Coach	2%
Junior High Cheerleading Coach	2%
Band Director, Full Time	11%

Senior Sponsor	3.5%
Junior Sponsor	2.5%
Sophomore Sponsor	2%
Freshman Sponsor	2%
National Honor Society Sponsor	2%
Student Council Sponsor	2%
Drama, per production	2%
Varsity Club Sponsor	2%
Girls Athletic Association (GAA) Sponsor	2%

Intramural Director - One less class period or extra class pay schedule

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. If no teacher applies for an extra duty position, the Board shall assume all liabilities for hiring persons outside the teaching staff. 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

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 \$10.00 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 one (1) 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

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 of 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 - Reconsideration

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 IV - Board of Education

A. Date received by Board of Education or designee _____

B. Disposition of Board of Education _____

Signature Date

C. Position of grievant and/or Association_____

Signature Date

STEP V - Mediation

A. Date submitted to mediation_____

B. Disposition of mediator_____

Signature Date

C. Position of grievant and/or Association_____

Signature Date

D. Position of Board of Education or designee _____

Signature Date

STEP IV - Arbitration

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

Signature Date

SECTION 6.3

SCHOOL CALENDAR

1991-92

September 9, 1991	Teachers Report
September 10, 1991	Students Report at 8:30 a.m.
October 17 and 18, 1991	Parent/Teacher Conferences Half Day for Students
November 15, 1991	Half Day for Students
November 28-29, 1991	Thanksgiving Break - No School
December 20, 1991	Christmas Holiday Begins at End of Day
January 2, 1992	School Resumes
January 17, 1992	End First Semester/Teachers' Inservice/Half Day Students
February 14, 1992	Teachers' Inservice Half Day for Students
March 5 and 6, 1992	Parent/Teacher Conferences Half Day for Students
March 20, 1992	Spring Break Begins at End of Day
March 30, 1992	School Resumes
April 16, 1992	No School
May 25, 1992	Memorial Day - No School
May 31, 1992	Graduation Day
June 10, 1992	Last Day of School for All Students
June 11, 1992	Last Day of Work for Teachers

In the event that make-up days are needed because of snow days the following dates will be utilized, in order shown:

- | | |
|------------------|-------------------|
| 1. June 11, 1992 | 7. June 16, 1992 |
| 2. June 12, 1992 | 8. June 17, 1992 |
| 3. June 13, 1992 | 9. June 18, 1992 |
| 4. June 14, 1992 | 10. June 19, 1992 |
| 5. June 15, 1992 | 11. June 20, 1992 |

Teachers = 182 Days

Students = 180 Days

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 (ant level) 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: 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

EARLY RETIREMENT INCENTIVE PROGRAM

A. Employees shall be considered eligible for an Early Retirement Incentive of \$5,000 if: 1) they meet the requirements of state law for pension eligibility; 2) have a minimum of ten years of service with Inland Lakes Schools; and 3) if their effective date of retirement occurs within six (6) months of their eligibility to retire.

In the event that a court of law rules this section to be null and void, the parties shall negotiate a fringe benefit of equal value. It is acknowledged by the employee that any and all tax liability and consequences, if any, are the sole responsibility of the employee and that the employee will not attempt to hold the School District including individual Board members and employees, or the Association, responsible for any tax liabilities or consequence as the result of the retirement benefit payment.

B. Method of Payment: The bargaining unit member may select the incentive allowance payment either 1) in a lump sum in the current tax year; or 2) in a lump sum payment the following tax year.

C. Fringe Benefits: Fringe benefits will continue until the date which the employee's retirement benefits begin or for three months, whichever comes first.

D. For the purpose of continuity, the bargaining unit member must complete the semester during which time he/she decided to retire. Notice of retirement before the beginning of the school year shall be given by August 1.

SECTION 6.6

LETTER OF AGREEMENT - GENERAL

A. In the event the Inland Lakes School District is required by the provisions of the State School Aid Act MCLA 388.1701 (3)(4) to make up inclement weather days, then teachers shall make up said required days without additional compensation.

B. The superintendent shall give two (2) weeks written notice of the date(s) on which the makeup will occur.

C. In the event the School Aid Act, MCLA 388.1701 (3) and (4) is modified, changed or repealed, then the parties agree to return to this former practice of paid inclement weather days with no makeup of time missed required provided that the modification or change to said Act does not require any form of makeup of time missed.

D. A Professional Rights and Responsibilities Committee shall be established for the purpose of resolving problems prior to the situation(s) becoming a grievance. It is not the intent or purpose of this committee to bypass or interfere with the professional grievance procedure in Section 1.11.

SECTION 6.7

SETTLEMENT AGREEMENT

A. The parties agree that no teacher will be reprimanded, discriminated against, nor will any other action be taken against the employee(s) for their involvement in the job action activities, bargaining or such related labor-management relationships that occurred around or are related to the job action of September 3, through September 8, 1991.

B. In exchange for this protection, the Association agrees to withdraw the unfair labor practice and the amendment and agrees it will not file additional U.L.P.s as it relates to the job action of September 3, through September 8, 1991, for this bargaining unit.

C. Teachers will not willfully discuss the politics of the 1991 bargaining during class time or during extra curricular events for which the teacher is employed.