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AGREEMENT

between the

SCHOOL DISTRICT OF INLAND LAKES

and the

INLAND LAKES EDUCATION ASSOCIATION, MEA/NEA

This contract shall be effective September 1, 2024 to August 31, 2027.

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SECTION 1.01

Agreement Statement

This Agreement entered into this 31st day of August, 2024, by and between the Inland Lakes Education Association, INLAND LAKES EDUCATION ASSOCIATION/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, instructional consultant and/or Librarian. Such representatives shall exclude per diem substitutes, 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.

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

Witnessed

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 Inland Lakes Education Association, MEA/NEA, hereinafter referred to as the "Association." In consideration of the following mutual covenants, it is agreed as follows:

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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 a teacher shall be subject to and consistent with terms and conditions of this Agreement. 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 are 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.

E. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

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SECTION 1.05

Duration of Agreement

A. This Agreement shall become effective on September 1, 2024, and shall remain in full force through August 31, 2027.

INLAND LAKES EDUCATION ASSOCIATION

By Signed by: Adam Bedwin DEAB66708A084A1...
Adam Bedwin, MEA UniServ Director

By DocuSigned by: 081F3BDFF84F405...
John Lennon, MEA SNAP Bargainer

By Signed by: Jennifer Van Daele 300E9485962446E7...
Jennifer VanDaele, Inland Lakes EA

By DocuSigned by: Kay Bunker 524A2992D5F240B...
Kay Bunker, Inland Lakes EA

By Signed by: Jordan Paterson 0A0C8408A7DF40F...
Jordan Paterson, Inland Lakes EA

By _____

By _____

By _____

INLAND LAKES BOARD EDUCATION

By Signed by: Timothy Burg 5046BC07CBAD45A...
Timothy Burg, President

By _____
Jeffrey Milner, Vice-President

By Signed by: Jill Feagan 7FB01AC2BD274CC...
Jill Feagan, Treasurer

By Signed by: 6C178DA3E49D42E...
Kristin Dudek, Secretary

By Signed by: Mark Fielder 8A27E30803914E0...
Mark Fielder, Trustee

By Signed by: Erin DuBois 24656CE6C87C425...
Erin DuBois, Trustee

By Daniel E Fletcher
Dan Fletcher, Trustee

By Signed by: Elizabeth Fairbanks 800F45D3BE534A2...
Elizabeth Fairbanks, Superintendent

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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.

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 on half student days with planned professional development in the afternoon due to the above conditions, teachers will report at 12:00.

SECTION 1.08

Payroll Deductions

A. 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.

B. The Association agrees 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.

C. The Association may annually request salary/step information for each employee as needed for calculation of dues or fees. The District shall provide the information within fifteen (15) business days.

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SECTION 1.09

School Calendar Language

The parties agree that all aspects of the school calendar with the exception of the first day, number of instructional days and instructional hours are negotiable. They further agree that for the school term of the agreement, the school calendar shall be attached. The parties further agree the calendar will minimally meet the requirements of the common calendar established by the intermediate school district regarding Christmas and spring breaks. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Associations.

SECTION 1.10

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. 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. The term "days" shall mean student instructional days during the school year or when the administration office is open during the summer.

C. In the event that a teacher or the Association believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance must be filed within ten (10) days of the alleged violation, misinterpretation, or misapplication or within ten (10) days of the discovery thereof.

STEP I – Immediate Supervisor

D. 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 within twelve (12) days of the events giving rise to the grievance.

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If the grievance involves more than one school building, or action by the superintendent, it may be filed with the superintendent or a representative designed by him/her.

E. Within five (5) 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) days of such meeting, and shall furnish a copy thereof to the Association.

STEP II – Superintendent or Designee

F. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, (or ten (10) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within five (5) days the superintendent or his/her designee shall meet with the Association and the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy to the Association and grievant.

STEP III – Board of Education

G. 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) days of such meeting, (or *twenty (20)* 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 ten (10) days thereafter. A copy of such disposition shall be furnished to the Association.

STEP IV – Mediation

H. If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within ten (10) days of such meeting, the grievance shall be transmitted to the State Mediator from the Michigan Employment Relations Commission by filing a written copy thereof with the Secretary or other designee of the Board. Individual employees may not mediate. Probationary employees may not mediate their non-renewal. The Board and the Association shall not be permitted to assert in such mediation preceding any ground or to rely on any evidence not previously disclosed to the other party. The mediator shall have no power to alter, add to, or subtract from the terms of the agreement.

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STEP V – Arbitration

I. If the Association is not satisfied with the disposition of the grievance by the Mediator, 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. Individual employees may not arbitrate. Probationary employees may not arbitrate their non-renewal. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration 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 the agreement or rule on prohibited subjects of bargaining. 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.

J. The parties shall share the fees and expenses of the arbitrator equally.

K. Matters within the jurisdiction of the State Tenure Commission or other administration agency such as MERC, MDCR, OSHA, shall not be subject to arbitration or prohibited subjects of bargaining.

L. If the Association seeks arbitration on a prohibited subject, the Association shall be solely responsible for all arbitrators fees and costs.

M. 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.

N. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

SECTION 1.11

Discharge and Discipline

A. **Discipline Standard:** No teacher shall be disciplined, penalized, reduced in compensation, or deprived of any professional advantage for any reason that is less than the standard set forth in the Teacher Tenure Act.

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B. **Progressive Discipline:** A program of progressive discipline shall be followed. The Employer reserves the right to apply appropriate disciplinary measures consistent with the severity of the infraction.

C. **Personnel File:** A teacher may attach a rebuttal in writing in a personnel file up to five pages in length. Non disciplinary directives will not be placed in the employee's personnel file.

SECTION 1.11
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.

E. A final Agreement and any letters of agreement during the course of the Agreement will be posted on the District's website in the transparency section.

SECTION 1.12
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

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shall be conducted openly and at a time and place which will reasonably allow affected teachers and association representatives to be in attendance.

B. This paragraph only applies to personnel hired to part time positions after August 1, 2007. Seniority shall be prorated based upon the number of hours the employee is scheduled. Employees working three (3) hours or less per day will receive 0.5 seniority credit. Employees who work more than three (3) hours will receive full seniority credit. Full-time personnel reduced to part-time are exempt from this clause.

C. The Board shall prepare and enclose a current seniority list of all the bargaining unit members with the first payroll check in October. Employees may file a written objection within ten (10) days and the Association and Board shall meet and come to a mutual agreement to resolve the dispute. Thereafter, the list shall be deemed correct for the school year.

D. A teacher shall lose seniority rights if he/she:
   a. retires,
   b. resigns,
   c. is discharged,
   d. refuses recall to an equivalent position.
   e. fails to return from leave of absence without a timely notification to the district.

SECTION 2.1

Vacancies and Placement

A. Definition of "Vacancy":
A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unassigned, including newly created or open positions. Any vacancy that occurs after the beginning of the school year shall be posted as a vacancy for ten (10) days until filled.

B. Notification (Posting) of Vacancies and Application:
Vacancies occurring within the bargaining unit, including newly created or open positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies:
Consistent with Revised School Code Section 1248, teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following factors:
   a. Staffing the curriculum with the most effective and qualified teachers to instruct the applicable courses and grade levels.

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b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization is determined by the Revised School Code, the MDE Teacher Certification Code, the MDE Rules for Special Education Programs and Services, and other applicable statutes and regulations.
c. Teacher placement decisions must be made based on effectiveness criteria established by Revised School Code Section 1249.
d. Teachers must meet all Board-determined qualifications for all aspects of their assignments, based on documents on file with the Superintendent's office, including:
    i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    ii. Credentials needed for District, school, or program accreditation;
    iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
    iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
    v. Disciplinary record, if any;
    vi. Length of service in grade level(s) or subject area(s);
    vii. Recency of relevant and comparable teaching assignments;
    viii. Previous effectiveness ratings;
    ix. Attendance and punctuality; or
    x. Any other reason that is not arbitrary or capricious.
e. Length of service in the District may be considered as a tiebreaker if a teacher placement decision involves two (2) or more teachers and all other distinguishing factors are equal.

D. 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.

E. Any teacher who shall be transferred to an administrative or executive position and shall within two (2) calendar years return to teacher status shall be entitled to retain such seniority rights as he/she may have had under this Agreement prior to such transfer.

F. Certifications:
If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

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SECTION 2.2

Evaluation

A. All district teachers will be evaluated based on Revised School Code 1249 and the 5D+ performance evaluation system. The District will measure student growth as 20% of the evaluation in a manner determined in consultation between administration and the Association.

B. Process: Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
   1. Procedure
      a. Prior to classroom observations, the teacher shall be provided with a copy of the District evaluation form and an explanation of how the observation process works.
      b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
      c. The observation must include a review of pupil engagement in the lesson that is observed. The observation shall be no less than fifteen (15) minutes.
      d. Written feedback on the observation will be provided by the administrator conducting the observation within five (5) calendar days of the observation. Post-observation meetings required by the Revised School Code shall be held no later than ten (10) calendar days after the observation occurred.
   2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".
      a. The year-end evaluation determination shall be delivered in writing to the teacher no later than the last day of school. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination specified in MCL 380.1249.
   3. Teacher who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall be designated as unevaluated and receive the same rating they received in the prior year for consecutive purposes only as prescribed by Revised School Code 1249.
   4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
   5. In addition to the above procedures, teachers who are evaluated with an IDP shall be provided the following:
      a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation by the teacher.

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b. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

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.

D. The Association agrees to notify the building administrator prior to the scheduling of meetings in the building. The Association shall pay for all reasonable costs for materials and supplies.

E. 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.

F. 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.

G. 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.

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SECTION 2.3

Professional Qualifications and Notifications

A. All teachers shall be given written notice of their schedules and master schedule 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 15th day of August preceding the commencement of the school year, absent extenuating circumstances, and the Association shall be so notified in each instance.

B. Any teacher who intends to nullify his/her teacher certificate shall notify the Board in writing prior to submitting materials to the Michigan Department of Education. A teacher may not nullify a portion of the certification after March 1st for the upcoming year.

SECTION 2.4

Mentor Teachers

A. 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

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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 private between the mentor and mentee, 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. See schedule B for mentor pay rates.

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:

* 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. Unsubstantiated complaints not defined by MCL 380.1230b shall not be kept in the personnel file.

D. Teachers shall be informed of a FOIA request for their personnel file within three (3) days of receipt of the FOIA request and prior to disclosure of the file. Disclosure of the records shall be consistent with FOIA.

E. The teacher has the right to submit materials to the superintendent for inclusion in their personnel file in compliance with the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *ET SEQ.*

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SECTION 2.6

Layoff and Recall

A. Consistent with Revised School Code Section 1248, teacher reduction/recall decisions will be based on the following clear and transparent procedures:
   a. Acting within the approved budget, the Superintendent shall establish the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board those teaching positions subject to reduction.
   b. Teacher reduction and recall decisions are based on teacher effectiveness criteria established in Revised School Code Section 1249.
   c. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documents on file with the Superintendent's office, including:
      i. Compliance with applicable state or federal regulatory standards, including any standard established as a condition to receipt of foundation, grant, or categorical funding;
      ii. Credentials needed for District, school, or program accreditation;
      iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
      iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
      v. Disciplinary record, if any;
      vi. Length of service in grade level(s) or subject area(s);
      vii. Recency of relevant and comparable teaching assignments;
      viii. Previous effectiveness ratings;
      ix. Attendance and punctuality; or
      x. Any other reason that is not arbitrary or capricious.

B. A teacher must provide the District with current information and documentation supporting the teacher's certification and qualifications.
   a. Reduction and recall decisions will be based on the teacher's certification and qualifications recorded in the District's records at the time of the decision.
   b. A laid-off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
   c. Failure to maintain current contact information may negatively affect the teacher's recall.

C. Teacher reduction and recall decisions are made by Board action.

D. The Superintendent or designee will provide written notice to each affected teacher and the Association of all teacher reduction or recall decisions made by the Board.

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E. A laid-off teacher is eligible for recall for twenty-four (24) months from the effective date of implementing the reduction and pursuant to the following factors:
   a. The Superintendent will first identify the grade level(s), academic level(s), or department(s) with a teaching vacancy.
   b. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign a teacher(s) to fill vacancies in accordance with this Article.
   c. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
      i. Recalling a laid-off teacher who is certified and qualified for the vacancy if that teacher was rated at least effective in the most recent year-end evaluation. If more than one (1) laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article; or
      ii. If no teacher on layoff meets the certification and qualification requirements for the position, the Superintendent or designee will post the vacancy.
   d. The Superintendent or designee will provide written notice of the Board's recall decision to the recalled teacher(s) and will establish the time by which a teacher must accept recall to preserve the teacher's employment rights.
   e. A laid-off teacher who is offered an interview for a vacancy and does not attend that interview forfeits all rights to recall continued employment.

F. A laid-off teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, in the Superintendent's sole discretion, shall forfeit their right to recall.

SECTION 2.7
Right to Representation

A. 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.

SECTION 2.8
Board Rights

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other

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laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.

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

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.

3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt rules and regulations.

6. Determine the qualifications of employees, including physical conditions as provided by law.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

11. Determine the policy affecting the selection, testing or training of employees.

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12. To hire all employees, to determine their qualifications and conditions for their continued employment.

13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.

14. The Board and/or its representative may adopt rules and regulations no in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.

15. To determine and re-determine job content.

C. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of secretaries and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

D. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

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 1.02 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. Employees may also choose not to participate in Union activities. 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/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers 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 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 except as provided under the teacher tenure act or interferes with the operation of the school.

D. The Board and the Union recognize their responsibilities under federal, state and local laws pertaining to nondiscrimination for Title II, of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 (as amended) and affirm that no person shall be subject to discrimination on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

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 and consistent with District curriculum and/or state benchmarks. 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.

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.

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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 including criminal or civil litigation against the student mentioned in this Article shall not be charged against the teacher, provided the teacher is not judged a guilty party.

E. A teacher may, at all times, use such force as is reasonable and necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse or injury in accordance with State law.

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.

SECTION 3.4
School Equipment

A. The Board agrees to make available in each school, adequate computer and photocopying equipment to aid teachers in the preparation of instructional material.

B. The Board shall provide:

1. A separate desk and chair 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 whiteboard space in every classroom.

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4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
5. Adequate storage space for instructional materials.
6. Adequate attendance books, papers, pencils, pens, erasers, and other such material required in daily teaching responsibility.
7. Access to cleaning supplies.
8. Access to technology with compatible and appropriate technology available to each teacher
9. Adequate furniture to accommodate students within each classroom.

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 safety or wellbeing.

SECTION 3.6
Teaching Hours and Class Load

A. The teacher duty day shall be no more than seven and one half (7.5) 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 shall arrive fifteen (15) minutes prior to the student start time and shall remain for at least fifteen (15) minutes after student dismissal. This time is not considered part of preparation time.

Students will be dismissed at the scheduled time from their regular classes as designated by the district calendar committee. (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 Secondary School will be thirty (30) teacher periods and five (5) unassigned preparation periods. Without consent, no teacher shall be assigned to more than twenty six (26) hours of pupil contact time per week

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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.

D. Elementary teacher preparation time shall be a minimum of 250 minutes per week to include a combination of recesses and specials with a certified teacher. Except for on Wednesday, all elementary prep periods shall be a minimum of 40 minutes in continuous length. Elementary teachers shall receive one late start per quarter to work in their classrooms.

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. 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/she shall receive additional compensation at his/her hourly rate for each teaching period in excess of such norms.

I. No after school staff meetings shall be scheduled. Administration may schedule an emergency meeting when deemed necessary. Teachers are expected to attend graduation.

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

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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.

N. Early Release: Early release for District Days shall be 2:15pm-3:30pm; early release for Building Days shall be 2:15pm-3:15pm.

O. Calendar Requirements:

Elementary:
Participate in Holiday Christmas Program (2 Hours with Students)
Open House K-12
Winter Parent Teacher Conferences (3 Hours in Person)

Secondary:
Open House K-12
Senior Honors Night

SECTION 3.7
Teaching Conditions

A. 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.

B. To ensure safety and security for all members of the school family (students, staff and community), it is understood that no employee shall be mandated to train for the purpose of carrying weapons on school property. If an employee decides to opt-out of any training that may be offered, their personal decision will not adversely effect, placement, evaluation, or any other aspects of their employment.

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SECTION 4.1

Professional and Association Leave

A. School 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.

B. 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.

C. 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.

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

E. A teacher who must report to jury duty shall be given the entire day off to perform their duty.

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.

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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 and benefits 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 of up to two (2) years may be granted to any tenure 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 tenure 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 may continue the health insurance benefits provided for under this collective agreement for a period of one (1) year. The teacher will

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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.

B. A teacher may use up to twelve (12) weeks of paid leave for the adoption of a child.

C. Accumulated leaves for the purposes of end of employment payouts shall be capped at 135 days.

Accumulated sick days (up to 11 each year) will be rolled over; additionally days above 135 will be paid out annually at a rate of fifty dollars ($50) per day.

E. Each sick day equates to ½ day for each two (2) weeks of employment. Should a bargaining unit member resign after having used more sick days than were earned, he/she will repay the District the unearned time.

F. 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.

G. 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.

H. 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.

I. 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.

J. The Board shall furnish each teacher with a written statement of accumulated sick leave days which will be included in their first payroll check in October.

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K. A teacher shall be granted up to five (5) days funeral 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.

L. A teacher 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.

M. For the purpose of this Section, 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.

N. Each teacher shall be granted three (3) personal leave days. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct business which cannot be conducted on a day other than a school day. Two (2) personal days may be carried over to succeeding years for a maximum at any time of five (5) days. Personal leave days may be used in one-half (1/2) increments. Request for said leave shall be submitted in writing, to the building principal. Such days may be used two days before or after any scheduled break. One time per person per year at a first come, first serve basis. No more than two (2) requests per building (2 secondary – 2 elem.) will be granted in any one day. Twenty-four (24) hours notice is required, save for emergency situations. Every three (3) years teachers may use five (5) consecutive personal days upon approval of their building administrator, except those cases which are covered by FMLA.

O. Employees reaching sixteen (16) years of service as a teacher with the Inland Lakes District upon end of service, shall receive $50.00 for each day of unused sick and/or personal leave paid through a 403b Plan.

P. 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.

Q. 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 shall provide health insurance to each employee with Board contributions per state law. This shall be equal to the full state mandated hard cap amount provided by the State of Michigan for each year.

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Any remaining premium costs shall be paid by the employee through payroll deduction. Health insurance may be reviewed annually by the group and the Board without opening any other areas of this contract. The plan agreed upon by the group and Board will remain in effect for the medical billing year. Effective January 1, 2019, the parties agree to MESSA or other insurance carrier/policy as determined by the parties. Any contract language to the contrary shall be null and void at that time. If the insurance premiums fall below the state "hard cap," the Board will provide to the employee the difference of the cap and insurance premium.

Any cost in excess of the employer's contribution shall be subject to payroll deduction.

Additional Coverage (for full time employees)

A. For those participating in a medical benefit plan:
   Delta Dental (100/100/100/100 for Class I, 80/80/80/80 $1,000 Maximum for Class II & III, and $500 Lifetime Max for Class IV)
   Life $50,000
   AD&D $50,000
   Vision VSP3 Gold
   Long Term Disability – (66 2/3%, MAX $5,000, 90 calendar days modified fill)

B. For those not participating in a medical benefit plan:
   Delta Dental (100/100/100/100 for Class I, 80/80/80/80 $1,000 Maximum for Class II & III, and $500 Lifetime Max for Class IV)
   Life $50,000
   AD&D $50,000
   Vision VSP3 Gold
   Long Term Disability – (66 2/3%, Max $5,000, 90 calendar days modified fill)

   Those teachers not wishing health insurance will be provided $500 per month each in lieu of health insurance. (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) Provides documentation to the board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu or Plan B. If a husband and wife are members of the same bargaining unit, only (1) one employee will be eligible for the cash in lieu option.

C. The Board will implement a Section 125 Plan for the purpose of maintaining non-taxability of benefits.

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SECTION 5.2

INLAND LAKES SCHOOL DISTRICT
2024-2025: New Salary Scale.

Step	BA	BA+15	MA	MA+15
1	42,809	44,429	46,338	47,952
2	45,749	46,734	48,750	50,454
3	47,377	49,172	51,283	53,077
4	49,836	51,733	53,951	55,868
5	52,429	54,420	56,761	58,744
6	54,098	56,158	58,573	60,621
7	56,919	59,080	61,620	63,770
8	60,172	62,157	64,822	67,081
9	62,608	63,617	67,152	69,171
10	62,996	65,384	68,201	70,579
11	63,626	66,037	68,882	71,285
12	64,912	67,371	70,275	72,725
13	65,561	68,045	70,977	73,452
14	66,216	68,726	71,687	74,187
15	66,878	69,413	72,404	74,928
16	67,213	69,760	72,766	75,304
17	67,550	70,109	73,130	75,680
18	67,887	70,460	73,495	76,058
19	68,226	70,811	73,863	76,439
20	70,624	73,300	76,460	79,125
21	70,801	73,484	76,651	79,323
22	70,977	73,668	76,842	79,521
23	71,155	73,852	77,034	79,721
24	71,334	74,037	77,226	79,919
25	71,511	74,222	77,420	80,119

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2025-2026: Steps and lanes with 2.5% added on-schedule.

Step	BA	BA+15	MA	MA+15
1	43,879	45,540	47,496	49,151
2	46,893	47,902	49,969	51,715
3	48,561	50,401	52,565	54,404
4	51,082	53,026	55,300	57,265
5	53,740	55,781	58,180	60,213
6	55,450	57,562	60,037	62,137
7	58,342	60,557	63,161	65,364
8	61,676	63,711	66,443	68,758
9	64,173	65,207	68,831	70,900
10	64,571	67,019	69,906	72,343
11	65,217	67,688	70,604	73,067
12	66,535	69,055	72,032	74,543
13	67,200	69,746	72,751	75,288
14	67,871	70,444	73,479	76,042
15	68,550	71,148	74,214	76,801
16	68,893	71,504	74,585	77,187
17	69,239	71,862	74,958	77,572
18	69,584	72,222	75,332	77,959
19	69,932	72,581	75,710	78,350
20	72,390	75,133	78,372	81,103
21	72,571	75,321	78,567	81,306
22	72,751	75,510	78,763	81,509
23	72,934	75,698	78,960	81,714
24	73,117	75,888	79,157	81,917
25	73,299	76,078	79,356	82,122

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2026-2027: Steps and lanes with 2% added on-schedule.

Step	BA	BA+15	MA	MA+15
1	44,757	46,451	48,446	50,134
2	47,831	48,860	50,968	52,750
3	49,533	51,409	53,616	55,492
4	52,104	54,087	56,406	58,410
5	54,815	56,896	59,344	61,417
6	56,559	58,713	61,238	63,379
7	59,509	61,768	64,424	66,672
8	62,910	64,985	67,771	70,133
9	65,457	66,512	70,207	72,318
10	65,862	68,359	71,304	73,790
11	66,521	69,042	72,016	74,528
12	67,865	70,436	73,473	76,034
13	68,544	71,141	74,206	76,794
14	69,229	71,853	74,949	77,563
15	69,921	72,571	75,698	78,337
16	70,271	72,934	76,077	78,730
17	70,624	73,299	76,457	79,123
18	70,976	73,666	76,839	79,519
19	71,330	74,033	77,224	79,917
20	73,837	76,635	79,939	82,725
21	74,022	76,828	80,139	82,932
22	74,206	77,020	80,338	83,139
23	74,393	77,212	80,539	83,348
24	74,580	77,406	80,740	83,555
25	74,765	77,599	80,943	83,764

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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 may be given full credit on the salary schedule set forth in Section 5.2 for up to eight (8) years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a Michigan school district accredited by a recognized accrediting agency. Half credit may be granted for any teaching experience at a school district outside the state of Michigan up to eight (8) years credit. All retired teachers hired with prior teaching experience with Inland Lakes Schools shall be given full credit for each year of said experience. At the start of each school year all employees shall advance one step. All current and future teachers with less credit than their actual/true/accurate level of experience shall receive two additional steps per year until their step credit reaches their actual/true/accurate level of teaching experience as long as proof of previous employment is provided.

C. The salary schedule is based upon the regular school calendar 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:

$$\frac{\text{Teacher's Contract Annual Salary}}{\text{Teacher Day based upon current school year calendar x Teacher hours per day (6 hours State Aid minimum x 183 days = 1,098).}} = \text{Hourly Rate}$$

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

E. Teachers will be compensated for voluntary extra duty assignments as set forth in Section 5.4.

F. The Board established rate shall be given for use of personal cars for field trips or other business of the district when a school vehicle 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 submit for 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 submit up to one-half (½) payment reimbursement for their tuition expenses upon the successful completion of each course. Payments shall be made the second pay in June. This paragraph shall apply to credits earned beyond those required for a provisional certificate. The Board limits this fund to $5,000.

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The Board will total all reimbursement submissions as of May 30 and divide the total into the maximum allowed for that school year. If the maximum allowed amount is more than the reimbursement requests, the reimbursements will be paid at 100%.

Example: The *max is $5000; if the total reimbursement requested is $6500.*

5000 ÷ 6500 = .76923

Each reimbursement request would be paid at 76.923% for that *school year in the above example.*

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. Teacher must provide notification in writing of an anticipated lane change by April 1 for the following fall semester and / or by Nov. 1 for the following winter semester of pending lane change. The change in pay becomes effective when official transcripts are submitted to the Superintendent's Office.

I. A teacher presently on BA or BA+15 who earns a Masters equivalent licensure through an alternative path to certification will be placed on the Masters lane after completion. If they are already in the Masters lane, they will move to Masters + 15. To receive a lane advancement the superintendent shall approve the alternative path to certification program. Lane changes under this provision shall be made in accordance with Section 5.3. H.

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. With administrator approval teachers shall receive their hourly rate for time spent instructing students who are participating in independent study.

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SECTION 5.4

Extra-Curricular Compensation Organization

"A" Sports: Basketball, Football, Volleyball

"B" Sports: Cross Country, Baseball, Softball, Track, Robotics

"C" Sports: Golf, Wrestling

"D" Sports: Fall Sideline Cheerleading, Winter Sideline Cheerleading

All additional paid coaching positions need to be recommended to administration and approved by the-Board.

Varsity Head Coaches	Varsity Assistant Coaches
A – 11%	A – 7%
B – 7%	B – 5%
C – 6%	
D – 4%	

J.V. Head Coaches	J.V. Assistant Coaches
A – 7%	A – 4%
B – 4%	B – 3%

7th and 8th Grade Coaches	7th and 8th Grade Asst. Coaches
A – 3%	A – 2%
B – 2%	B – 1 ½%
C – 2%	C – 1%

Specific Positions

Key Club	2%
Band Director, Full-time	11%
Senior Sponsor	3%
Junior Sponsor	2.5%
Sophomore Sponsor	2%
Freshmen Sponsor	2%
National Honor Society Sponsor	2%
Secondary Student Council Sponsor	3%
Drama per production (maximum of 2 per year)	2%
NCA / School Imp. District Chair	3%

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NCA / School Imp. Building Chair		2%
Academic Competition(grades 6-12)	3.5%	
Academic Competition (grades K-5)		2%
World Language Advisor		2%
Ski Club Advisor		2%
ILS News		3%

Mentor Pay:

Year 1 = $800
Year 2 = $400
Year 3 = $300

Instructional time $32.00 per hour

Defined as a teacher who is planning for and providing direct instruction to a student. Some examples include: tutoring, after school programing, homebound, summer school etc.

Non-instructional time $28.00 per hour

Yearbook Advisor: Paid at the instructional time rate for hours working with students outside of the school day, subject to prior building administrator's approval. The payment shall not exceed $800 per year.

A. Reimbursement for extracurricular activities shall be based on the percent of the BA track for experience in that particular activity up to a maximum of ten (10) years' experience. Newly hired teachers may be given credit up to ten (10) years' coaching experience outside the District.

B. 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.

C. EXPERIENCE: In-District experience shall be granted on a per activity basis up to ten years. Example – John Doe coached 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 extracurricular activity. You may only earn one year credit of experience per sport in one school year.

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

E. 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.

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- 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."
- One year is required for a club to be approved as a Schedule B activity; the minimum number of students is to be defined as eight (8) annually.

SECTION 6.1

Teacher Assignments

A. Teachers shall be informed of a telephone number they may call at least (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.

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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 or Designee

Docusign Envelope ID: 2AC9EC69-515B-4B14-8F5C-63834BB26732

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 _____

_____

_____

_____ _____

Signature Date

C. Position of grievant and/or Association _____

_____

_____

_____ _____

Signature Date

STEP IV – Mediation

Docusign Envelope ID: 2AC9EC69-515B-4B14-8F5C-63834BB26732

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 V – Arbitration

A. Date submitted to arbitration

_____

B. Disposition and award of arbitrator_____

_____

_____

_____ _____

Signature Date

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SECTION 6.3

Retirement Incentive

If the Association President approaches the Board by February 1st of any year with the potential of no less than five teachers expressing the intent to retire at the end of that school year, the Board and the Association may enter into discussions regarding the Board offering an Early Retirement Incentive. Neither party is obligated to agree to an Early Retirement Incentive.

Any teacher who submits for retirement (for the following year) before April 1st will be paid a bonus stipend of one thousand dollars ($1,000).