

*Imlay City Community Schools*

634 Borland Road, Imlay City, MI 48444

**MASTER  
TEACHER  
CONTRACT**

**August 25, 2012**

**to**

**August 24, 2014**

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**AGREEMENT BETWEEN THE BOARD OF EDUCATION**

**IMLAY CITY COMMUNITY SCHOOLS**

**AND THE**

**IMLAY CITY FEDERATION OF TEACHERS**

**THIS AGREEMENT** is hereby entered into this 25th day of August, 2012, by and between the Board of Education of the Imlay City Community Schools, hereinafter referred to as the “Board”, and the Imlay City Federation of Teachers, AFT-AFL-CIO, hereinafter referred to as the “Union”.

**ARTICLE I**

**Recognition**

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all personnel in the appropriate bargaining unit, being all teachers under contract certified by the State Board of Education, including department chairs, special education teachers, librarians, and guidance counselors, but excluding administrative and supervisory personnel such as superintendents, assistant superintendents, principals, and deans of students.
- B. The terms “teacher” or “employee”, singular or plural, when used hereinafter in this Agreement shall refer to personnel in the bargaining unit as defined above.

**ARTICLE II**

**Rights Reserved by the Board**

- A. Rights reserved exclusively herein by the Board, which shall be exercised by the Board shall include, by way of illustration and not by way of limitation, the right to:
  - 1. The supervision, direction and control of the management of the school system, its properties, and facilities.
  - 2. The authority to hire all employees and, subject to the provision of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for a reason that is not arbitrary and capricious.
  - 3. The right to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.

4. The right to determine class schedules and the hours of instruction.
- B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by this Agreement.

### **ARTICLE III**

#### **Union Security**

- A. The Employer and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members, or agree to pay a service fee in an amount determined by the Union. This section describes the process used to accomplish these goals.
1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in the bargaining unit. The Union will present a written notice to such person. The employee will have 14 calendar days to decide whether to become a Union member or pay a service fee.
  2. The Employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have responded for election as described here. Dues or service fees will be withheld on a monthly schedule during the ten months of the school year (September-June).
  3. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
  4. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member or approve deduction of a service fee.

- B. The Union agrees to indemnify and save the Board, including each individual Board member, harmless against any and all claims, demands, costs, suits and other forms of liability, including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Article.
- C. See Letter of Understanding in Appendix.

#### ARTICLE IV

##### Rights of the Union

- A. The Union will continue to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization. The Board will continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with, the activities of any employee organization.
- B. The President of the Union shall be given opportunity to review the contracts of all teachers.
- C. Teacher representatives on any committee, agency, commission or other such body established by the Board and/or the Administration shall be nominated jointly. If the parties are unable to agree on the nominee, the Board of Education shall make the nominations and appointments.
- D. The Board will make available to the Union, upon its request, such information, statistics and records which may be reasonably necessary to make intelligent decisions relevant to negotiations or to efficiently process any grievance in the grievance procedure. Personnel files of teachers shall be excluded unless the teacher gives permission in writing to the Board.
- E. The Board shall deduct from the pay of each employee in the bargaining unit from whom it receives written authority, monthly Union dues or fees.
- F. Separate bulletin board space will be provided for the Union in the teacher's lounge in each school.
- G. The Union shall have the right to use the high school building and equipment for meetings during reasonable hours, provided prior approval is obtained from the superintendent or principal and the purpose for such meeting is lawful. The Union agrees to pay for supplies used and for damage to equipment, if any.

- H. Evaluation -- Teacher evaluations will be conducted in accordance with State law.
- I. At the request of either party, the Superintendent and the principal of each school shall meet not less than once a month with the Union at a mutually agreeable time to discuss recommendations developed by any committee, the decisions made thereon by the Administration, and matters relating to the implementation and interpretation of this Contract.
- J. Time shall be provided for Union business on the Board agenda provided five (5) days notice is given in writing.
- K. Academic Freedom

Teachers shall be free to present instructional materials that they consider pertinent to the subject and level taught, and are consistent with the course objectives as long as controversial issues are presented in a scholarly manner. They shall also be entitled to freedom of discussion within the classroom on all matters which they consider relevant to the subject under study if it is within their area of professional competence, provided that such instruction is consistent with Board Policy and related to the Board approved curriculum.

## ARTICLE V

### Seniority

Seniority shall be defined as continuous service by bargaining unit members to the Imlay City Community Schools from the last date of hire in positions which require teacher certification, system wide. Only bargaining unit members can accumulate seniority.

For seniority purposes, teachers serving forty-five (45) or more working days or one (1) marking period during a semester will be given credit for one semester.

Bargaining unit personnel working less than full time will receive seniority credit as follows:

1. Teachers working half time or less will receive one semester credit for each year worked.
2. Teachers working more than half time will receive full credit for each semester worked.

In cases of equal calculations of continuous service, the date of hire by the Board of Education shall determine rankings according to the earliest date of hire. Should identical rankings still exist, alphabetical order, last name first, shall be used to determine ranking.



An updated seniority list shall be given to the Union no later than thirty (30) days after the start of the school year.

## ARTICLE VI

### General Working Conditions

The District calendar will consist of 181 student days and each student day will consist of 365 minutes. The District reserves the right to change the number of student days and minutes if the state changes the number of required student days or instructional hours.

Professional development days, if not needed for Act of God days or other District emergencies, will be given back as instructional time, provided the MDE authorizes as an approved practice.

#### A. Assignment Procedures

##### Definitions:

Vacancies are defined as teaching positions in the bargaining unit which the Board intends to fill and become open and available for assignment because of resignation, retirement, abandonment, discharge, or newly created teaching positions.

The term "school year" refers to the time frame within the teachers' first contracted day of the school year and their last contracted day of the school year. The term "summer" refers to the days between the teachers' last contracted day of the school year and the first contracted day of the new school year.

Individualized Development Plan refers to a written action plan of improvement agreed upon and signed by both the teacher and principal.

##### Procedure:

1. When a vacancy occurs, the position must be posted for ten business days within the bargaining unit.
2. All qualified teachers will be allowed to apply for positions to the extent allowed by law.

#### B. Assignment Policies

1. The assignment of teachers to positions is within the discretion of the Board and/or the Administration as required by the Revised School Code.

2. Future building programs shall provide that each regular, full-time teacher shall have his/her own room or office. Each regular, full-time teacher shall be provided with a desk and teacher's chair for his/her own use and a lockable filing cabinet.
3. Teachers will not be arbitrarily assigned to extra duties.
  - a. Appointment of bargaining unit members to extra-curricular assignments will be made on the basis of all relevant factors, such as job criteria, past training, demonstrated success, and seniority.
  - b. All extra duty assignments are year-to-year appointments.
4. New or changes in job criteria will be established by the Board at least six (6) months prior to the filling of such positions. This time restraint does not apply to new positions.

C. Class Sizes

The number of students assigned to a teacher in grades K-3 shall not exceed 28. The number of students assigned to a teacher in grades 4-5 shall not exceed 30. If these numbers are exceeded, a stipend of \$75 per student per semester over the maximum number shall be paid the teacher. The class size in grades 6-8 shall not exceed 32 students per class and 160 students daily except in areas of vocal music, instrumental music, study hall, library and extra curricular activities. Class size in grades 9-12 at Imlay City High School shall not exceed 32 students per class and 150 students daily, and class size at Venture High School shall not exceed 20 students per class and 75 students daily, except in areas of vocal music, instrumental music, study hall, library, and extra curricular activities. Class size in physical education in grades 6-12 shall not exceed 42 students per class. A stipend of \$25 per student per semester over either the class maximum or daily maximum shall be paid to the teacher. One half the rate shall be paid for nine-week courses.

The Board has until the Fourth Friday of the first semester and one week into the second semester to relieve any overcrowded conditions without paying the stipend. One (1) day over the deadline results in extra payment to the teacher regardless of cause. Team teaching groupings for math and reading are exempt from class size restrictions. Class size overloads shall be paid no later than the ninth week and at the end of each semester.

D. Department Chairs -- See Appendix.

E. Teacher Hours and Load

1. The regular duty hours of classroom teachers at school shall be as follows: Grades K-12.....7 hours 15 minutes, including lunch. Teachers are expected to be at their classroom duty stations during the regular duty hours, except for lunch periods and non-classroom assignments. Teachers shall be subject to hallway and restroom supervision duty during their regular duty hours. Teachers shall have the responsibility to respond to emergency situations at any time to maintain order in the schools.
2. Teachers in the middle school shall not be assigned more than six classes of student instruction each student instruction day. Teachers in the high school shall not be assigned more than five classes of instruction each student instruction day. Teachers in the middle school and high school shall have at least five (5) periods per week for conference and preparation of one (1) full class period duration each and shall have no more than two (2) daily class preparations on a regular basis, except where the number of classes offered and subjects certified make this impossible. Ability-grouped students of the same subject and grade level shall be considered as one class preparation. Counselors and librarians shall not have a designated conference hour.
3. Elementary teachers shall not be assigned more than 325 minutes of student instruction per day and will have a minimum of 45 minutes of planning time each day.

Curriculum specials include, but are not limited to, the following: Art, World Languages, P.E./Health, Music, and Computers.

All elementary school teachers will have a minimum of 45 minutes of planning time each day. Both parties agree to meet on an annual basis to search for solutions to playground duty, planning time, and instructional hours for Weston and Borland teachers.

4. All teachers shall be entitled to a duty-free lunch and break period. This shall include a period of 20 minutes in the p.m. in grades K-5.
5. Teachers recognize the necessity of being available at reasonable times after school hours to help individual students and for parent conferences. Also, teachers may freely participate in other school-connected activities. Upon certified request of a parent, as verified by the principal, a teacher may be required to meet with a parent or student after the scheduled working hours to address a special problem when the meeting cannot be reasonably scheduled during the scheduled working hours. Kindergarten teachers will receive two half days for parent conferences during the second semester.

F. Loads for Special Personnel

The loads for guidance counselors, speech correctionists and remedial reading teachers shall conform to law and accepted practices.

G. Administrative and Substitute Duty

The following rules will govern assignments to administrative and substitute duty:

1. No person shall be assigned to administrative duties, except in the case of the unavoidable absence of a member of the administrative staff.
2. No conference period teacher shall be assigned to substitute duty, except when no substitute teachers are available.
3. Full-time teachers who are asked to substitute for full-time teachers during their conference hour will be paid \$23.30 per hour.
4. No guidance counselor, speech correctionist, remedial teacher, or bilingual teacher shall be assigned to substitute duty, except when no substitute teachers, conference period teachers or administrative personnel are available.

H. Faculty Meetings

1. System wide faculty meetings will be held at 2:30 p.m. and 3:45 p.m. Teachers are to attend the meeting that fits his/her schedule.
2. The Union may request, and mutually arrange with the Administration, other meetings.

I. Staff Development

New teachers hired after July 1, 1994, shall fulfill the state-mandated 15 days of staff development outside the regular school day and school year.

J. Health and Safety Policies

1. The Revised School Code will be followed.
2. The Board will pay the cost of all required medical examinations, provided a Board-designated physician is used.
3. Teacher's lounges shall be clean and comfortable and every effort shall be exerted to make such a lounge as attractive as possible. For example, exhaust fans shall be provided.

4. Restrooms

Adequate teacher restroom facilities shall be provided in future school buildings and additions. A full-length mirror will be installed in each women's restroom.

5. There shall be sufficient tables and chairs for all teachers assigned to any lunchroom period.

6. A telephone will be provided in each teacher's lounge for business calls.

K. Committees and Professional Improvement

1. At the request of either party, advisory committees may, at the option of the Board, be formed to develop recommendations in the areas of curriculum development, selection of textbooks, materials and supplies, planning of facilities, federal programs, teaching personnel practices, building design, budget and special education programs, or to investigate recommendations for substantial change in the educational operation of the District coming from teachers, parents, administrators or Board members. The President of the Union and the Superintendent will jointly attempt to appoint teacher and administrative members of a committee in each building and/or level to investigate and develop recommendations with the ultimate decision to be made by the Board. An equal number of teachers and administrators will make up each committee with a teacher appointed as chair, except where department coordinators are specified. Appropriate release time shall be provided by the Board. The committee shall have the right to recommend to the Board textbooks and supplemental materials to be adopted by the Board, as well as recommend special programs or courses. Equal treatment will be given to minority recommendations. The committee, after investigating, will submit a recommendation within thirty (30) school days, or a period of mutual consent by both parties. If no recommendation is forthcoming the committee shall report the reasons for no recommendation. In the event the Board rejects the recommendations of the committee, a written reason stating why the Board did not approve the recommendations shall be given to both the teachers who served on the committee and the President of the Union. Nothing in this provision shall prohibit either party from establishing its own committee comprised of members from whatever source deemed necessary, provided that no teacher shall be required as a duty of employment to participate in such an independent committee.

2. Upon mutual consent, each teacher shall be granted one (1) visiting day per year, without loss of pay, for the purpose of visiting other approved classrooms, either in or outside of this school system.

3. Each teacher interested in attending educational workshops and other activities conducive to professional growth shall submit a request for release time to the Superintendent. When a request is granted, the teacher shall attend without loss of pay.

L. Leave Policies

1. Teachers will have ten (10) days sick leave each school year. There shall be a sixty-five (65) day accumulation of unused sick leave. A written statement of accumulated leave shall be given by October 1<sup>st</sup> of each year. Sick leave for summer will be pro-rated one (1) day for each nineteen (19) days of summer work based on six (6) units per day.
2. Each teacher will earn not more than two (2) days personal business leave each school year, without loss of pay. Unused personal business leave days may be accumulated as originally designated up to six (6) days. Personal business leave is to be used to attend to urgent matters which require the personal attention of the teacher and cannot reasonably be attended to at an alternative time that does not interfere with the duties of employment. The reasons for personal business days must be submitted in writing for prior approval.
3. When applicable, each teacher shall be entitled to bereavement leave, without loss of pay, in accordance with the following schedule:
  - a. Five (5) days maximum during each school year for death of a spouse, child or parent.
  - b. Three (3) days maximum during each school year for death of a relative other than spouse, child or parent.
  - c. For father-in-law and mother-in-law out of state, Employees shall have 5 bereavement days.
  - d. For father-in-law and mother-in-law in state, Employees shall have 3 bereavement days and can charge 2 sick days from their sick balance for a total of 5 days.
  - e. One (1) day maximum during each school year for death of a friend.
  - f. If additional time is needed, approval must be obtained from the Superintendent. If approved, additional time will be deducted from accumulated sick leave or will be unpaid leave.

4. Release time will continue to be granted by the Board, without loss of pay, upon reasonable notice and request by the teacher for temporary school-connected service upon appointments. The teacher will be reimbursed for the necessary expense.
5. Teachers will be eligible for sabbatical leave according to the Sabbatical Leave Policy attached to this Agreement as an Appendix.
6. Leave without pay will be granted, upon application, for the purpose of accepting a teaching position in a foreign country for one (1) year, with such leave renewable for an additional year.
7. Leave without pay will be granted, upon application, for the purpose of accepting a Union position for a period of one (1) year subject to renewal for an additional year.
8. A leave of absence will be granted without pay for a teacher to continue his or her education on a full-time basis at an accredited college or university for a period of one (1) year, subject to renewal for an additional year.
9. Leaves under paragraphs L. (5), (6), (7), and (8) will be granted subject to the following conditions:
  - a. Written application for the proposed leave must be made as early as possible prior to commencement of the leave.
  - b. The duration of the leave shall be for the remainder of a semester or school year or a full semester or school year at the option of the teacher, unless a shorter period is allowed by the Board. Those teachers electing to take a full calendar year leave shall return at the beginning of the first semester following the end of the full calendar year leave unless a shorter period is allowed by the Board.

10. Family Leave

In accordance with Federal law, the Board of Education shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the following reasons:

- a. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;
- b. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival;

- c. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition;  
or
- d the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

The FMLA requirements under the Board Policy and federal law will govern the granting of such leave.

The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave.

The Board shall require the staff member to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition.

- 1. The employee must indicate with the leave request the termination date of the leave as based on the options following:

- a. Guaranteed Same Position Option

A teacher may return to the exact position (unless such job has been abolished in a general instructional change) if:

- (1) Leave commences during the school year and return is within ninety (90) school days within the same school year;
- (2) Leave commences during the school year and return is at the beginning of the following school year;
- (3) Leave is effective at the end of the current school year and request is to return by the beginning of the second semester of the following school year;
- (4) Leave commences at the beginning of the school year and return is at the beginning of the following school year.



A parental leave may be extended by written request thirty (30) calendar days prior to the termination of the current leave at the discretion of the Board, not to exceed one year.

2. During such parental leave the teacher shall not be entitled to any pay or other fringe benefits, except as may be required by law. Such leave shall not constitute a break in service and shall not be counted as employment time for the purpose of salary schedule placement or seniority except as otherwise provided in this Agreement.
3. The employee cannot otherwise be employed during the period of such leave. If the employee becomes otherwise employed he/she shall be subject to immediate return to work in an available position for which he/she is certified.

11. Sick Leave and Personal Leave Payout

Teachers with 55 days at the end of the school year are to be paid at the end of the subsequent school year for all unused days over 55 to a maximum of ten (10) days.

Teachers with four (4) personal days at the end of the school year are to be paid at the end of the subsequent school year for all unused days over four (4) to a maximum of two (2) days.

The base payment rate shall be \$50.00 per unused day. For each one-tenth of a day improvement over the previous two (2) year's average, the base will increase \$1.00 per day. Payment shall be made no later than the 22<sup>nd</sup> paycheck of the year. Upon termination of employment teachers will receive \$50.00 per day including incentive if applicable for all unused sick and personal days.

M. Discipline

A written policy of discipline procedures for students shall be set up in each building by means of a Board-Union committee. The Board will enforce said policy.

N. Library Policy

The school day of the librarian shall be equalized with that of other teachers in the school.

O. School Calendar

1. Teachers shall provide one hundred ninety (190) days of service of which one hundred eighty-one (181), with 365 instructional minutes per day, shall be student instruction days. Should scheduled student instruction days be cancelled due to inclement weather or other conditions which make it impracticable to hold classes, the scheduled student instruction days, including the timelines for marking periods, shall be advanced one week day date on the calendar around designated holidays, break periods and parent-teacher conferences to provide for makeup of the cancelled day. All makeup days shall be without additional compensation. Any non-instruction teacher workday cancelled will not result in reduction of pay. The 190 days of teacher service include: 181 student instructional days; 5 professional development days; ½ day for open house; 1 records day; 1½ days during parent-teacher conferences (November); and 1 day (½ day for students' last day and ½ day for teachers' last day).

In the event that during the life of this Agreement it becomes lawful, for the purpose of State membership aid, to count as days of pupil instruction days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the teachers shall be excused from reporting to duty without loss of pay. Days lost due to school closings under this eventuality shall not be rescheduled, unless otherwise required by State law to qualify for State aid.

2. The Union shall work with the Administration in setting up the school calendar for the following year for the entire school system.

P. Teacher Files

1. This Article will follow the Bullard-Plawecki Employee Right to Know Act.
2. Upon reasonable request, every teacher shall have the opportunity to review the contents of his/her personnel file. College credentials are specifically excluded from such review.
3. The teacher shall have the right to add pertinent documents to his/her file.
4. No teacher evaluation prepared by the Administration shall be placed in his/her file, unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such materials by affixing his/her signature on the actual copy to be filed, plus indicating approval or disapproval, with the understanding that such signature merely signifies that he/she has read the material to be filed and such signature does not

necessarily indicate agreement with the contents. A teacher will have the right to attach a written statement of his/her position.

5. Parental complaints will not be maintained in a teacher’s personnel file unless the grounds underlying the complaint have been investigated and substantiated.

## ARTICLE VII

### Salary

#### A. Salary Schedule

1. This salary schedule represents the parties agreement to a 3% across the board reduction from wages and a ½ step increase, as well as horizontal movement (“lane changes”), in the salary schedule of the 2011-2012 Agreement. The Board agrees to reduce the 3% wage cut proportionately and retroactively (up to a maximum of 3%) if the District paid state retirement rate decreases from the rate proposed to be effective on October 1, 2012 (27.37%).
2. The parties agree to a wage reopener, and a ½ step increase, as well as lane changes for the 2013-2014 school year.

#### 2012-2013 (-.99%)

Step	BA	BA+15	MA	MA+15	MA+30
1	34,407.67	36,214.27	38,265.75	40,400.03	42,657.39
2	35,268.93	37,119.47	39,222.39	41,411.96	43,724.55
3	36,151.53	38,048.53	40,204.21	42,448.98	44,819.36
4	38,042.25	40,064.82	42,455.29	44,741.49	47,185.89
5	40,032.18	42,189.09	44,831.89	47,157.05	49,678.02
6	42,126.35	44,423.84	47,342.82	49,703.13	52,300.70
7	44,329.68	46,779.15	49,994.43	52,387.38	55,062.80
8	46,647.30	49,258.70	52,794.12	55,217.19	57,970.48
9	49,086.72	51,870.09	55,749.54	58,198.98	61,030.09
10	51,652.92	54,618.33	58,871.88	61,341.41	64,252.87
11	54,355.93	57,513.46	62,168.81	64,654.64	67,645.17
12	57,198.33	60,560.50	65,650.22	68,144.88	71,217.03
13	60,172.60	63,725.59	69,353.87	71,822.15	74,928.20

**2012-2013 (1/2 steps)**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1.0	34,407.67	36,214.27	38,265.75	40,400.03	42,657.39
1.5	34,838.30	36,666.87	38,744.07	40,905.99	43,190.97
2.0	35,268.93	37,119.47	39,222.39	41,411.96	43,724.55
2.5	35,710.23	37,584.00	39,713.30	41,930.47	44,271.95
3.0	36,151.53	38,048.53	40,204.21	42,448.98	44,819.36
3.5	37,096.89	39,056.68	41,329.75	43,595.23	46,002.62
4.0	38,042.25	40,064.82	42,455.29	44,741.49	47,185.89
4.5	39,037.21	41,126.96	43,643.59	45,949.27	48,431.96
5.0	40,032.18	42,189.09	44,831.89	47,157.05	49,678.02
5.5	41,079.26	43,306.47	46,087.35	48,430.09	50,989.36
6.0	42,126.35	44,423.84	47,342.82	49,703.13	52,300.70
6.5	43,228.02	45,601.50	48,668.63	51,045.25	53,681.75
7.0	44,329.68	46,779.15	49,994.43	52,387.38	55,062.80
7.5	45,488.49	48,018.92	51,394.27	53,802.28	56,516.64
8.0	46,647.30	49,258.70	52,794.12	55,217.19	57,970.48
8.5	47,867.01	50,564.39	54,271.83	56,708.09	59,500.29
9.0	49,086.72	51,870.09	55,749.54	58,198.98	61,030.09
9.5	50,369.82	53,244.21	57,310.71	59,770.20	62,641.48
10.0	51,652.92	54,618.33	58,871.88	61,341.41	64,252.87
10.5	53,004.42	56,065.90	60,520.35	62,998.02	65,949.02
11.0	54,355.93	57,513.46	62,168.81	64,654.64	67,645.17
11.5	55,777.13	59,036.98	63,909.51	66,399.76	69,431.10
12.0	57,198.33	60,560.50	65,650.22	68,144.88	71,217.03
12.5	58,685.47	62,143.05	67,502.05	69,983.51	73,072.62
13.0	60,172.60	63,725.59	69,353.87	71,822.15	74,928.20

**B. Supplemental Salary Schedule**

**2012-2013 (0%)**

<b>Step</b>	<b>Salary</b>
1	28,912.18
2	31,018.06
3	32,854.52
4	34,667.56
5	36,558.09
6	38,398.18
7	40,963.23
8	43,639.06
9	46,421.97

## **ARTICLE VIII**

### **Conformity to Law**

This Contract is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board, the Union, and employees in the bargaining unit, and in the event that any provision of this Contract shall at any time be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Contract shall continue in effect.

## **ARTICLE IX**

### **Publication Cost**

The cost of printing the final Agreement shall be borne equally between the Board and the Union. A copy of the contract shall be furnished to each new teacher being hired for a job and each teacher presently employed. One hundred and fifty (150) copies will be made.

## **ARTICLE X**

### **No-Strike Clause**

The Union agrees that it or the employees shall not authorize, sanction, condone, or engage in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379.

## **ARTICLE XI**

### **Grievance Procedure**

#### **Section 1. Definitions**

- A. A grievance is a written complaint submitted as a grievance involving (1) the work situation; (2) a deviation from or misinterpretation or misapplication of a practice or policy; or (3) a violation, misinterpretation, or misapplication of any provision of this Agreement; provided, however, that the following matters shall not be subject to grievance:
  - 1. Any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended); provided, however, that any such matter may be subject to grievance at Step 2 of the grievance procedure only.

- B. Wherever the term "superintendent of schools" is used, it is to include the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act in his/her place. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the singular is used, it is to include the plural. Wherever "notice" is used, it is contemplated that such written notice be delivered personally or by registered mail.

## Section 2. Informal Conferences

The teacher shall first discuss the problem with the principal, either directly or accompanied by a Union representative, in an attempt to resolve the problem informally. The teacher or the Union representative shall identify the discussion as an informal conference under the grievance procedure.

## Section 3. Procedure for Adjustment of Grievances

Grievances shall be presented and adjusted in accordance with the following procedures:

### Step 1

In the event the problem is not resolved informally, a written grievance may be submitted to the principal of the school in which the grievance arises within ten (10) school days following the act or condition which is the basis of the grievance.

- a. A grievance may be lodged and thereafter discussed with the principal:
  - (1) By a teacher accompanied by a Union representative;
  - (2) Through a Union representative, if the teacher so requests;
  - (3) By a Union representative in the name of the Union;
  - (4) By a teacher in person on his/her own behalf.
- b. Within ten (10) school days after receiving the complaint, the principal shall communicate his/her decision in writing together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Union representative in person or by registered mail.

## Step 2

Within ten (10) school days after receiving the decision of the principal, the aggrieved teacher may, on his/her own, or through the Union office, or the Union in its own name may, appeal the decision at Step 1 to the Superintendent of schools. The appeal shall be in writing and shall be accompanied by a copy of the decision in Step 1.

- a. Within five (5) school days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. The aggrieved teacher and the Union shall be given at least two (2) school days written notice of the hearing. At such hearing the principal, the aggrieved teacher and/or the Union shall be given a reasonable opportunity to be heard.
- b. Within five (5) school days after the hearing on the appeal, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved teacher, to the Union and to the principal in person or by registered mail.

## Step 3

If the grievance is not resolved in Step 2, the Union may submit it to binding arbitration before an impartial arbitrator by filing a Demand for Arbitration with the American Arbitration Association within thirty (30) days of the date the Union receives the decision of the Superintendent.

The decision shall be in writing and shall set forth the arbitrator's opinions and conclusions on the issues submitted (either at the hearing or in writing). The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement. The decision of the arbitrator, made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute, and both will abide by it.

The arbitration fees, if any, shall be borne by the losing party as determined by the arbitrator.

## Section 4. Miscellaneous Provisions

- A. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including the witnesses, entitled to be present to attend. When such hearings are during school hours, all employees who are present at the hearing pursuant to this Article shall be excused with pay for that purpose.

- B. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at Step 2 of this procedure, without Step 1 thereof.
- C. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement existing between the parties.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the teacher and/or the Union to lodge an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.
- E. The time limits specified in this procedure may be extended in any specific instance, by mutual agreement in writing.
- F. At the request of the Union, principals shall make arrangements to allow reasonable time without the loss of salary for Union representatives to investigate grievances, provided classes are not disrupted. The Superintendent, after consultation with the Union, shall make the final determination as to what constitutes reasonable time.
- G. Nothing contained in this Article or elsewhere in this Agreement shall be construed to allow anyone to present or process a grievance at any level on behalf of any employee without his/her consent.
- H. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent the Union from presenting, processing a grievance or appealing at any level on its own behalf.
- I. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent an individual employee from presenting and processing a grievance through the procedures provided in this Article, except that the Union shall be entitled to have a representative present at Step 2 and 3 or in arbitration of any grievance to state the position of the Union.

## **ARTICLE XII**

### **Duration**

- A. This Agreement shall be effective as of August 25, 2012, and shall continue in full force and effect until August 24, 2014. At any time subsequent to February 1, 2013, either party may give written notice to the other of its desire to negotiate a new wage agreement for the following year, and meetings between the parties for that purpose shall not begin later than twenty (20) days after delivery of such written notification.



- B. The Union and Board representatives shall meet at least once each ninety (90) school day period during the school year for purposes of discussing matters of mutual concern related to administration of the provisions of this Contract. Each party shall have the right to designate one item of concern to be discussed at each meeting, regardless of mutual concern.
  
- C. An Emergency Manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1531, may reject, modify, or terminate this collective bargaining agreement as provided by that law. The Union reserves the right to assert that this provision is not enforceable or binding on either party to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract by their duly authorized representatives on the day and the year first above written:

**BOARD OF EDUCATION OF THE IMLAY CITY  
COMMUNITY SCHOOL DISTRICT**

By Sharon J. Muir  
Sharon J. Muir, President

and James E. Preisel  
James E. Preisel, Secretary

**IMLAY CITY FEDERATION OF TEACHERS,  
AFT-AFL-CIO**

By Amy Bosma  
Amy Bosma, President

and Douglas J. Sloan  
Douglas J. Sloan, Negotiator

APPENDIX

A. The following shall apply to employees performing bargaining unit work:

1. Certified personnel may be given credit for each year when beginning employment with the Imlay City Community Schools.
2. The Board may grant full experience credit (years of service) for the following:
  - a. Peace Corps
  - b. Exchange Teaching
  - c. Sabbatical Leave
  - d. All Years of Service Inside the System (upon return to service of a previously appointed teacher)
  - e. Military Service (when it interrupts teaching in Imlay City)
  - f. As Required by Law

B. Longevity

After 15 Years.....\$850  
After 20 Years.....\$1,000  
After 25 Years.....\$1,200  
After 30 Years.....\$1,400

Payment is to be included with the twenty-first (21st) paycheck of each year.

C. Severance

In recognition of service to the District, a payment of \$60 per each year of service to the Imlay City School District will be paid to the employee upon resignation from the District. To be eligible for the payment, employees must have worked a minimum of ten (10) years in the District.

D. Retirement Declaration Incentive

The District provides an early declaration incentive for notification of retirement on or before May 1 of each year: \$60 per year after completing at least 20 years of service to the District with a maximum of 30 years.

E. Extra Contractual Salary Policies

1. Summer instruction shall be paid on a pro-rated basis with a maximum hourly rate of \$15.00.
2. Full-time teachers who are asked to substitute for full-time teachers shall be paid \$23.30 per hour.
3. Driver's Training \$18.00

F. Insurance

The Board shall provide a health insurance program, the coverage of which shall be substantially equal to HealthPlus PPO (Preferred Provider Organizations) HDHP (High Deductible Health Plan) 2F HSA (Health Savings Account), with a \$2,000/\$4,000 Deductible and a \$0/\$0 Rx (After Deductible). Additionally, the Board shall provide a second health insurance option, the coverage of which shall be substantially equal to HealthPlus HMO (Health Maintenance Organizations) HDHP (High Deductible Health Plan) 17YBXG HRA (Health Reimbursement Arrangement), with a \$1,500/\$3,000 Deductible and a 10% Coinsurance, \$15 OV, and \$10/\$20 Rx. The maximum Board contribution on behalf of any employee for health insurance is set at the limit a public employer may contribute to a medical benefit plan, which is currently an amount equal to \$15,525.00 for full family coverage, \$11,385.00 for two person coverage, and \$5,692.50 for single person coverage per contract year. Such allowance shall apply to only those teachers not insured under the health and accident insurance of their respective spouses, except when both spouses are insured hereunder. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this section for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics (MCL 15.563). Any questions of "substantial equivalency" of coverage shall be submitted to a committee of two Union and two Administration representatives for resolution prior to implementation of the program. If no resolution is forthcoming within thirty (30) days or a longer period if mutually agreed upon, the question of "substantial equivalency" shall be submitted to binding arbitration prior to implementation of the program in accordance with the provisions of Article X, Section 3, Step 3. Employees and dependents cannot be double insured.

The District agrees to establish and maintain a Section 125 Cafeteria Plan to enable employees to make insurance premium contributions with pretax dollars through payroll deductions to the extent permitted by law.

The Board shall provide a Full Family Dental Insurance--Class I--Plan A, or the equivalent, with a \$1,200 dental cap. Dental coverage will include a 50 percent orthodontic and a 50 percent denture plan. The first year of coverage will provide 70 percent coverage, increasing to 100 percent if annual requirements are met.

The Board shall provide a vision program with the following coverage:

Exam .....	\$48.00
Regular Lenses.....	\$60.00
Bifocal Lenses.....	\$72.00
Trifocal Lenses .....	\$72.00
Lenticular Lenses .....	\$96.00
Contacts .....	\$132.00
Frames.....	\$72.00
Tint.....	\$12.00

The Employee will be responsible for the portion of the premium attributable to sponsored dependent coverage.

A teacher must inform the business office of any change in marital status or in the number and age of dependents, which will have an impact upon the insurance coverage of the teacher paid by the Board. The teacher shall reimburse the Board for any over payment of premiums attributable to the teacher's failure to so inform.

G. Board Paid Annuity

The Board shall pay an amount of \$150 per month to an employee in lieu of health insurance. The cash opt-out amount will be fully taxed. The employee may indirectly avoid paying state and federal income taxes on the cash received by contributing all or part of the cash opt-out amount to a Board-approved tax-sheltered annuity. A separate salary reduction agreement authorizing the Board to reduce the employee's pay by the amount chosen to contribute to the tax-sheltered annuity must be completed.

H. Sabbatical Leave

Those teachers on sabbatical leave shall be granted payment equal to one-half the eighth step of the salary schedule. Full fringe benefits are available. Procedures are outlined further in this Appendix.

I. Jury Duty

In the event that a teacher is unable to postpone duty until after the year, he/she shall receive the difference between jury pay and his/her teacher's pay.

J. Extra Duties

1. Dances Each person Exclusive of Sponsors \$12.00
2. Timing & Scorekeeping at Athletic Contests (Per game):
  - a. Home Football & Basketball Games--2 People @ \$15.00 each
  - b. Away Basketball & Football Games--1 Person @ \$15.00 each
3. Supervision of Athletic Contests in Lieu of Athletic Director/Principal
 

\$15.00 -- 1 contest	\$25.00 -- 2 contests
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K. Contractual Extra Duties

1. Class Sponsor
 

	<u>Sponsor</u>	<u>Assistant</u>
a. Senior	2.25%	1.6%
b. Junior	2.25%	1.6%
c. Sophomore	1.5%	1%
d. Freshman	1.5%	1%
2. Band  
The H.S. Band Director extra duty pay will be 12% of the appropriate step on the supplementary salary schedule.
3. Choir  
The Choir Director will receive a 5% stipend of the appropriate step on the supplementary salary schedule.
4. Art  
Art teachers will be paid \$100 per showing when asked to display artwork outside a regular scheduled workday. Maximum of 3 showings per year, approved by building principal. Additional showings approved by superintendent or his designee.
5. Play Director (Per Play) .....\$600
6. Yearbook (Outside School) .....\$1,200
7. Middle School Yearbook .....\$500
8. Elementary Music Program (Per Program) .....\$300
9. Senior High Student Council ..... 2.1%
10. Middle School Student Council .....\$450
11. Club Sponsors .....\$200
12. National Honor Society .....\$400
13. Borland Student Council.....\$450
14. Technology Coordinator .....\$4,000

15. Mentoring  
 Teachers accepting mentoring responsibilities for non-tenured teachers will receive:

- a. \$500 annually (second pay in May) for the first assignment.
- b. \$125 annually will be paid for each additional assignment.

Mentors will attend all ISD and local District meetings and training as required by the building principal.

16. Coaching  
 The designated percentages shall be applied to the Supplemental Salary Schedule at the step that corresponds to the years of experience of the teacher in the designated activity in the Imlay City Community Schools.

Head Varsity Football .....	12%
Assistant Varsity Football (2 positions).....	10%
Head JV Football .....	9%
Assistant JV Football .....	9%
Head Freshman Football .....	9%
Assistant Freshman Football.....	9%
Varsity Basketball .....	12%
JV Basketball .....	9%
Freshman Basketball .....	9%
Assistant Basketball .....	10%
Girls Varsity Basketball .....	12%
Girls JV Basketball .....	9%
Girls Freshman Basketball.....	9%
Girls Varsity Volleyball .....	12%
Girls JV Volleyball .....	9%
Girls Freshman Volleyball.....	9%
Cross Country .....	10%
Boys Golf.....	10%
Girls Golf.....	10%
Varsity Baseball .....	10%
JV Baseball .....	8%
Freshman Baseball.....	7%
Girls Varsity Softball .....	10%
Girls JV Softball .....	8%

Head Varsity Track (Boys & Girls) .....	10%
Assistant Track .....	8%
Tennis (Boys and Girls) .....	10%
Boys Soccer .....	10%
Boys JV Soccer .....	8%
Girls Soccer .....	10%
Girls JV Soccer .....	8%
Wrestling .....	12%
Assistant Wrestling .....	10%
8 <sup>th</sup> Grade Football .....	5%
8 <sup>th</sup> Grade Football Assistant .....	3%
7 <sup>th</sup> Grade Football .....	5%
7 <sup>th</sup> Grade Football Assistant .....	3%
Intramural Football (Flag) .....	2.5%
Intramural Basketball .....	2.5%
Middle School Basketball (Boys/Girls)	
8 <sup>th</sup> Grade .....	5%
7 <sup>th</sup> Grade .....	5%
Middle School Wrestling .....	5%
Middle School Volleyball	
8 <sup>th</sup> Grade .....	5%
7 <sup>th</sup> Grade .....	5%
Middle School Track (Boys/Girls) .....	5%
Middle School Softball .....	5%
Middle School Cross Country .....	5%
Cheerleader Advisors (To attend Away Varsity Events)	
Varsity:	
Fall .....	6%
Winter .....	8%
Junior Varsity (per season) .....	4.5%
Freshman (per season) .....	3.5%
Middle School (per season) .....	2.5%

Coaches completing the P.A.C.E. classes and passing the final test after September 1, 2004, with a score of 80% or better, will receive a one-time stipend of \$250.00.

Head coaches without an assistant coach can add an assistant coach with a 20-player roster. The 20-player roster must be a playing roster.

L. Health Care Committee

Upon written request of the Union, the parties will meet and confer at reasonable times and places concerning administration of the Agreement including health care coverage costs, the provision of data concerning such costs, and ways to contain costs associated with District provided insurance coverage. If the parties agree to mutually reopen the contract for the purpose of changing the existing insurance benefits, the board shall make reasonable attempts to provide proposed changes 45 days in advance. Allegations that the board has failed to implement this provision are not subject to the grievance procedure.

M. Elementary and Middle School Compensation for Extra Duty

Each elementary and middle school building will have \$1,200 to be distributed to staff members assigned extra duties. The Building Leadership Teams (BLT) will decide the distribution of this money. The BLT will be comprised of the building principal and one teacher per grade level. The teachers on the BLT will serve on a rotating basis so that each tenured teacher in each grade level will have an opportunity to serve. If two teachers from the same grade level are due to serve on the BLT during the same year, the teacher with the most seniority will serve. Non-tenured teachers will only serve on the BLT when there isn't a tenured teacher available.

N. Part-time Teachers

1. Half-time or less -- Salary Pro-rated
2. Half-day or more -- Salary Prorated plus conference period if on duty.
3. All fringe benefits to be pro-rated. If the teacher desires full benefits he/she shall pay the balance of the benefit cost.

O. Method of Payment

Teachers shall have the option to be paid either on a 12-month basis or by July 1. Extra duty compensation will be paid in a lump sum upon completion of said activity.



P. Teacher Admission

Teachers shall be admitted free to all home athletic contests.

Q. Mileage will be paid at the current IRS standard mileage rate.

R. The Board shall provide \$50,000 double indemnity term life insurance for each full-time teacher.

S. The Board shall pay 50 percent of the premium for a group disability insurance policy. The disability plan shall provide a ninety (90) day waiting period from the date of disability to the date for benefits to begin. Sick leave will be paid for days of work missed during the waiting period, which would result in loss of compensation for the school year, to the extent of the individual teacher's accumulation. Sick leave shall not be paid after benefits under the disability insurance policy commence.

T. Pay checks will be mailed to the teacher's home when school is not in session. They will be delivered to the post office the day before the scheduled payday.

U. A High School department coordinator will be selected for any department that has thirteen (13) or more sections. Departments not represented by a coordinator shall be represented by a teacher who will meet periodically with the principal and other coordinators.

V. Salary Schedule

Employees hired after July 1, 1991 must earn a second advanced degree (M.A., Ed.S., Ed.D., Ph.D.) or complete an approved planned program for professional development to be placed on the MA+30 salary schedule.

Parameters/Requirements of "Planned Program":

1. Teachers may choose to follow the District "planned program" instead of an advanced degree beyond the Master's degree. All teachers who participate (accumulate credits for MA+15 and MA+30) must have a Master's degree.
2. Teachers who participate must develop an Individual Development Plan prior to beginning course work with their building principal.
3. Course work must support the District goals and focus.
4. Course work must support NCA/School improvement Goals.
5. Administrator approval.

6. Topics that are pre-approved:
  - a. Effective Instruction
  - b. Lesson Design
  - c. Differentiated Instruction
  - d. Interdisciplinary Instruction
  - e. Cooperative Learning
  - f. Authentic/performance Assessment

## **SABBATICAL LEAVE POLICY FOR IMLAY CITY COMMUNITY SCHOOLS**

Purposes: The underlying philosophy of the sabbatical leave is to increase the quality of teaching and to gain enriching and broadening experience by professional study, research, or travel. Major consideration must be given to the benefits which will accrue to the pupils and the community through the individual's personal growth.

Eligibility: Teachers shall be eligible for sabbatical leave following every seventh year of service within this system.

Quota: No more than three teachers shall be granted leave in any one academic year. Superintendent has the right to grant or refuse any/all applicants at any given time.

Duration: A sabbatical leave may be granted for a period of one full academic year.

Application: Application for the sabbatical leave shall be given to the Superintendent no later than March 1 of the school year prior to the leave and must set forth the purposes for which the leave is requested and procedures for accomplishing the same. The applicant will be notified on or by July 1 regarding the acceptance or rejection of his/her application.

- (a) An applicant who wishes to undertake formal study shall agree to take at least six (6) graduate hours per semester at an accredited university or institute of higher learning. At the conclusion of the leave he/she shall submit to the Superintendent evidence of successful completion of the study program in the form of a certified transcript of credits.
- (b) An applicant who wishes to travel during his/her sabbatical leave shall include with his/her application an itinerary of his/her trip, which will indicate specific ways in which the trip will contribute to this improvement as a classroom teacher in the particular field in which he/she is engaged. At the conclusion of the leave he/she shall submit to the Superintendent a detailed written report verifying the accomplishment of the goals set forth in the application.
- (c) Teachers having 14 or more years of service within the school system shall be eligible for sabbatical leave for rest.

Compensation: Compensation for teachers pursuing study or travel shall be one-half of Step 8 including all degrees and extra hours. Compensation is not to include extra duties or responsibilities. Compensation for teachers requesting leave for rest shall be the difference between their regular salary and that of the substitute. During the period of sabbatical leave the teacher is not to engage in non-related, remunerative employment. Fellowships and grants may be accepted, but the total income from all sources and sabbatical leave pay may not exceed the salary the teacher would receive in active service.

Rights/Privileges: A teacher who is granted a sabbatical leave shall retain all rights of tenure, retirement, insurance, and increases in salary rating the same as though teaching during the period of leave. Interruption of the sabbatical leave program by serious accident or illness shall not affect the sabbatical leave contract, providing satisfactory evidence is presented to the Superintendent within 20 days of such accident or illness. At the expiration of the leave, the employee shall be reinstated to a bargaining unit position for which the employee is qualified.

Obligations: A teacher granted a sabbatical leave must return to the system and serve for a period of not less than one year following the completion of the leave except for good cause. Good cause means college or university teaching or an administrative position. If unwilling to meet the obligation of returning to the system for a one-year period, the teacher shall immediately refund to the Board of Education the full amount of the sabbatical allowance. This provision shall not apply when, for physical reasons or other circumstances beyond his/her control, the teacher is incapable of further service. In such a case, the teacher shall submit to the Superintendent written statements from two licensed physicians. This provision does not apply in case of death of the teacher.

Priority: Early application for leave would be given consideration. Seniority would be considered if all other factors are equal. Education would be given preference over travel.

Fringes: Retirement would be in accord with the State Retirement Board authorization. Insurance would be one-half of contract agreement.

## **HIGH SCHOOL DEPARTMENT CHAIRS**

### Guidelines Adopted:

- I. A departmental chair structure will be implemented in the Imlay City High School.
- II. High School department chairs will be selected for departments that have 13 or more sections.
- III. Department chairs will have the following qualifications:
  1. Tenure in the District and three years experience in the department;
  2. Major in the field of teaching;
  3. A permanent/continuing teaching certificate;
  4. Knowledge of curriculum development in their subject; and
  5. Teach three or more hours within the department.
- IV. Department chairs will be selected according to this procedure:
  1. Positions for departments will be posted annually by May 1.
  2. Applicants will submit their names to the principal according to posting procedures.
  3. When there are two or more applicants for a position from a department, the principal shall select one of them to be the chair by May 15.
  4. If there is only one applicant, the principal may reject or veto the applicant.
  5. If the veto is exercised, or if there are no applicants, the department shall select one person to be the chair, subject to the approval of the principal and Union president. This process will be concluded by May 30.

## V. Duties

1. The department chair shall act as a curriculum advisor to the department. Included in this would be:
  - a. The development of department objectives, and student outcomes;
  - b. Coordinating the evaluation of textbooks for adoption;
  - c. Reviewing of standards for grading within the department;
  - d. Acting as an advisor in orientation of new teachers in their department;
  - e. Provide written course outlines for each course;
  - f. Prepare requisitions for departmental textbooks.
2. The department chair will act as a liaison between the department and the principal in the following areas:
  - a. Textbook selection;
  - b. Curriculum coordination;
  - c. Recommendations for change within the department;
  - d. Development and administration of the department budget;
  - e. Receipt and disbursement of supplies as ordered in the budget;
  - f. Preparation of annual textbook inventory.
3. The department chair will assist the principal in the following areas:
  - a. Coordination of and communicating teacher assignments (this would not interfere with the teacher contract provisions nor the administrator's responsibility in determining assignments);
  - b. Development of the master schedule and the student registration procedure;

- c. Teacher selection;
  - d. Public relations and news releases;
  - e. Scheduling and conducting in-service conferences;
  - f. Monthly meetings of department chairs after student hours;
  - g. Plan, call and conduct regular department meetings;
  - h. Work with the department to ensure course content coverage.
4. Department chairs shall direct the implementation of the state core curriculum.
  5. Department chairs shall monitor departmental staff for compliance with the state core curriculum.
  6. Department chairs shall attend the eighth grade orientation program and the high school honors convocation.
  7. The above duties are not necessarily all inclusive. Additional duties may be added upon mutual consent of the teachers' Union and the Administration.
  8. Performance objectives for the above duties are to be determined by the chair together with the teachers of his/her department and the principal.
- VI. Departments not represented by a chair shall be represented by a teacher who will meet periodically with the chairs and the principal.
  - VII. Department chairs will serve from September 1st through August 31st for a one-year appointment.
  - VIII. Department chairs will be paid \$35.00 per section in their department. Department representatives will be paid \$10.00 per meeting (minimum of two meetings per year).

## MIDDLE SCHOOL SUBJECT AREA CHAIRS

### Guidelines Adopted:

- I. A subject area chair structure will be implemented in the Imlay City Middle School.
- II. Middle School subject area chairs will be selected for subjects that have 13 or more sections.
- III. Chairs will be selected for the following subjects: Math, Science/Technology, Social Studies, Language Arts, and one for all other areas:
- IV. Subject area chairs will have these qualifications:
  1. Tenure in the District and three years experience in the subject area;
  2. A permanent/continuing teaching certificate;
  3. Knowledge of curriculum development in their subject; and
  4. Teach within the areas.
- V. Subject area chairs will be selected according to this procedure:
  1. Positions for subject area chair will be posted annually by May 1.
  2. Applicants will submit their names to the principal according to posting procedures.
  3. When there are two or more applicants for a position from a subject area, the principal shall select one of them to be the chair by May 15.
  4. If there is only one applicant, the principal may reject or veto the applicant.
  5. If the veto is exercised, or if there are no applicants, the subject area staff shall select one person to be the chair, subject to the approval of the principal and Union president. This process will be concluded by May 30.



## VI. Duties

1. The subject area chair shall act as a curriculum advisor to the department. Included in this would be:
  - a. The development of department objectives, and student outcomes;
  - b. Coordinating the evaluation of textbooks for adoption;
  - c. Reviewing of standards for grading within the subject area;
  - d. Acting as an advisor in orientation of new teachers in their subject area;
  - e. Provide written course outlines for each course; and
  - f. Prepare requisitions for subject area textbooks.
2. The subject area chair will act as a liaison between the subject area and the principal in the following areas:
  - a. Textbook selection;
  - b. Curriculum coordination;
  - c. Recommendations for change within the subject area;
  - d. Development and administration of the subject area budget;
  - e. Receipt and disbursement of supplies as ordered in the budget; and
  - f. Preparation of annual textbook inventory.
3. The subject area chair will assist the principal in the following areas:
  - a. Coordination of and communicating teacher assignments (this would not interfere with the teacher contract provisions nor the administrator's responsibility in determining assignments);
  - b. Development of the master schedule and the student registration procedure;

- c. Teacher selection;
  - d. Public relations and news releases;
  - e. Scheduling and conducting in-service conferences;
  - f. Monthly meetings of subject area chairs after student hours;
  - g. Plan, call, and conduct regular subject area meetings; and
  - h. Work with the subject area staff to ensure course content coverage.
- 4. Subject area chairs shall direct the implementation of the state core curriculum.
  - 5. Subject area chairs shall monitor staff for compliance with the state core curriculum.
  - 6. The above duties are not necessarily all inclusive. Additional duties may be added upon mutual consent of the teachers' Union and the Administration.
  - 7. Performance objectives for the above duties are to be determined by the chairs together with the teachers of his/her subject area and the principal.
- VII. Subject areas not represented by a chair shall be represented by a teacher who will meet periodically with the chairs and the principal.
  - VIII. Subject area chairs will serve from September 1st through August 31st for a one-year appointment.
  - IX. Subject area chairs will be paid \$35.00 per section in their subject area. Subject area representatives will be paid \$10.00 per meeting (minimum of two meetings per year).
  - X. Elementary Department Chair — Each elementary building will have five department heads at \$650 per year.

**Letter of Understanding**

**Imlay City Community Schools**

**and**

**Imlay City Federation of Teachers**

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The undersigned hereby enter into this Letter of Understanding for the purpose of clarifying Public Act 53 of 2012 (Enrolled House Bill 4929). It is agreed as follows:

1. On March 16, 2012, Public Act 53 of 2012 (hereinafter "Act") was enacted into law and provides in part that '[a] public school employer's use of public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees is a prohibited contribution to the administration of a labor organization.'
2. During these collective bargaining negotiations and on June 11, 2012, the United States District Court for the Eastern District of Michigan issued an order in the matter of *Bailey et al v Callaghan et al*, case no 12-cv-11504, enjoining defendant Michigan Employment Relations Commission from enforcing the Act's prohibition on payroll deduction of school employees' union dues and service fees pending resolution of that matter on the merits.
3. The parties hereto have agreed that the Imlay City Community Schools Board of Education will continue to make payroll deduction of union dues and service fees unless and until such action becomes illegal by operation of law or court order. It is the intent of both parties hereto to comply with Michigan law.

FOR THE UNION:

By: Amy Bosma  
Amy Bosma, President

Date: July 19, 2012

FOR THE BOARD:

By: Sharon J. Muir  
Sharon J. Muir, President

Date: July 19, 2012