

**IMLAY CITY  
COMMUNITY  
SCHOOLS**

***TEACHER  
MASTER  
CONTRACT***

**September 1, 2009  
to  
August 31, 2011**

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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 1st day of September, 2009 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 chairmen, 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 reasonable and just cause.

- (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. Teachers shall have the right to join or refrain from joining any teacher organization. However, each teacher must, within thirty (30) days after the effective date of this Agreement or within thirty (30) days after signing a teacher contract, whichever comes later, either:
- (1) Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing, or
  - (2) Sign and deliver to the Board an assignment authorizing deduction of a representation fee as determined by the Union and uniformly required of members of the exclusive bargaining representative and such authorization shall continue in effect from year to year unless revoked in writing.

The Board shall furnish each teacher, upon signing of their contract, an authorization form.

- 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.

### **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. 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.

**ARTICLE V**  
**Seniority**

Seniority shall be defined as continuous teaching service or bargaining unit work 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, teacher 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 ranking 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 continues as an approved practice.

A. Assignment Procedures

Definitions

Vacancies are defined as teaching positions in the bargaining unit which 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.

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

#### Procedure

- (1) When a vacancy occurs during the summer, the position must be posted for ten business days within the bargaining unit. When a vacancy occurs during the school year, an assignment meeting must be scheduled within ten business days for the vacancy and all subsequent vacancies created by teacher movement. Notice of the date, time, and place of the meeting shall be provided in writing to each teacher with a current assignment and each teacher on layoff and on a leave which will expire prior to the beginning of the next school year.
- (2) Only qualified, tenured teachers will be allowed to bid on positions outside of their building.
- (3) Non-tenured teachers may bid on positions that open up within their building. Non-tenured teachers working in more than one building may bid on openings in the buildings where they work. Non-tenured teachers bidding on positions outside of their building will require approval of both the principals.
- (4) Elementary positions (K-6) that are filled after the start of the school year will follow the same bid process and time lines, but the teachers affected will not make the actual changes until the beginning of the following school year.
- (5) Positions (7-12) will follow the same bid process and the changes will be made immediately.
- (6) Teachers under a Plan of Assistance will not be allowed to bid into any open position.
- (7) Unfilled positions, after the bid process, will be open to external candidates.



B. Assignment Policies --

- (1) Vacancies are defined as teaching positions in the bargaining unit which become open and available for assignment because of resignation, retirement, abandonment, discharge, or newly created teaching positions.
- (2) Assignment meetings cannot result in layoff of a current employee.

Next, the assignment of teachers to positions will be made according to the following process:

- a. If the teacher's previous position is open and available for assignment, the teacher shall be assigned to it.
  - b. A teacher's previous position will be deemed to have been eliminated only if a majority of the previous position has been cancelled or changed. Kindergarten - Fifth (K-5) elementary positions will be considered specific grade level positions and an elementary teacher's previous position will be deemed eliminated if the grade level section previously taught is cancelled.
  - c. If the teacher's previous position has been eliminated or is not open and available for assignment because it has been assigned to a more senior teacher pursuant hereto, the teacher shall select assignment to a position which is open and available for assignment for which he/she is certified and can meet the job criteria for all sections of the position. All teachers must select from positions which are open and available for assignment and for which they are certified and can meet the job criteria for all sections of the position within their respective levels of secondary school and elementary before selecting positions in other levels.
  - d. When applicable, the teacher shall use their seniority to "bump" the least senior teacher from a position for which he/she is certified and can meet the job criteria for all sections.
  - e. After all currently employed teachers and teachers returning from leave have been assigned by these procedures, recall of teachers from layoff will be made to the remaining positions in order of seniority to positions for which they are certified and can meet the job criteria for all sections of the positions. No teacher on layoff shall be returned to a position if it will cause the layoff of any teacher with a current assignment. Any positions remaining unfilled shall be subject to the employer's discretion to hire.
- (3) Next, the assignment of teachers to positions will be made by the District based upon the following considerations:
    - a. State Certification

- b. North Central Requirements
  - c. District Criteria
  - d. Seniority
  - e. Preference of the Teacher
  - f. Instructional Needs of the Students and Operational Needs of the District.
- (4) Teachers not present at the assignment meeting may have their interests represented by another person if it is not possible for the teacher to be present. The representative must have written authorization from the absent teacher. Teachers shall be subject to transfer from one position to another for which they are certified and can meet the job criteria for all sections of the position when the transfer will prevent a layoff or accommodate a recall.
- (5) Teachers not present or not represented at the assignment meetings shall be subject to assignment by their principal.
- (6) 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.
- (7) High school teachers shall not be assigned to areas outside of their major or minor certification areas unless the necessary credits are obtained before the start of the school year. Middle school teachers shall not be assigned to subject areas outside of their major certification areas, except where the State of Michigan certification requirements permit.
- (8) Teachers will not be arbitrarily assigned to extra duties. Assignments to extra duties for extra pay will be made in accordance with job criteria and seniority as follows:
- a. Appointment (bargaining or non-bargaining members) to extra curricular assignments will be made on the basis of all relevant factors, such as job criteria, past training, demonstrated success, and experience. If all factors are equal, then the most senior teacher applicant at the building where the extra duty occurs and who meets the job criteria will be assigned the extra duty.
  - b. If there is no applicant assigned by (a) above, the applicant with the most seniority in the district who meets the job criteria will be

assigned the extra duty when all relevant factors such as training and experience are equal.

- c. All relevant factors such as training and experience being equal, an applicant from the regular teaching staff who meets the job criteria will be assigned the extra duty before an applicant from outside the regular teaching staff.
  - d. All extra duty assignments, whether awarded to teachers or other persons, are year-to-year appointments.
- (9) Seniority shall prevail in filling and reducing positions within the bargaining unit, provided applicants meet the requirements of Article VI.A.(3) above. When reducing positions for high school and middle school (Grades 6-12), teachers within six (6) semester hours of compliance with job criteria who have sufficient seniority, shall be retained in the available position for which they are certified and be given one year to complete the six (6) hours required to come into full compliance with the job criteria. The year shall begin to run upon notice of assignment to the position.
- (10) 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. If no criteria are established as provided in this paragraph, the Board and the Union will jointly draft within thirty (30) days or a State Mediator will be called in.

It is the intent of this section to meet the above criteria without regard to personal or subjective reasons. Management decisions in this regard shall be subject to the grievance procedure and, if taken to arbitration, shall be reviewed in the same manner as other management decisions.

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. A penalty 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 penalty 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 penalty. 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 Coordinators -- 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 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 time 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.  
Full-time teachers who are asked to substitute for full-time teachers during their conference hour will be paid \$23.30 per hour.
- (3) 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 State 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 school 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 chairman, 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 by mutual consent of 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. One (1) day maximum during each school year for death of a friend. If additional time is needed, approval must be obtained from the Superintendent. Additional time will be deducted from accumulated sick 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 under the following conditions:
  - a. Written application for the proposed leave must be made as early as possible prior to commencement of the leave.
  - b. A qualified non-tenure teacher substitute must be available or other arrangements satisfactory to the administration must be made.
  - c. It is understood that upon return from leave the teachers shall be assigned to a position through the assignment procedure of Article VI, A.
  - d. 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) Parental Leave --

Upon written application a teacher shall be granted a parental leave for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of the adoption does not exceed ten (10) years provided:

1. The employee submits the request ninety (90) calendar days prior to the commencement of the leave.
2. Verification from a doctor or legal agency must be submitted with the leave request that the employee or employee's spouse is pregnant or to be the parent in a legal adoption procedure.



3.
  - a) The commencement of the leave must be no later than the date of delivery or the day the adopted child is received or the termination of a medically approved disability leave relating to the birth of a child.
  - b) For leaves which are to commence specifically on date of delivery, or date an adopted child is received, the leave will take effect on the actual date of delivery, or the day the adopted child is placed in the custody of the adopting parent.
  - c) Leaves based on convenience of the employee rather than the delivery date, or date for receiving the child, must commence on the date indicated in the original request unless the leave is cancelled.
4. 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.

5. During such parental leave the teacher shall not be entitled to any pay or other fringe benefits. 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.

6. 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) 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.
- (2) The teacher shall have the right to add pertinent documents to his/her file.
- (3) 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.
- (4) The teacher shall have the right to remove from his/her file any material originating from a non-professional source.

**Imlay City Community Schools  
Salary Schedule**

**2009-2010 (1.00)%**

Step	BA	BA+15	MA	MA+15	MA+30
1	34,407.64	36,214.24	38,265.71	40,399.99	42,657.35
2	35,268.90	37,119.44	39,222.35	41,411.91	43,724.50
3	36,151.49	38,048.49	40,204.17	42,448.93	44,819.31
4	38,042.21	40,064.78	42,455.24	44,741.45	47,185.84
5	40,032.14	42,189.05	44,831.85	47,157.00	49,677.97
6	42,126.31	44,423.80	47,342.77	49,703.08	52,300.65
7	44,329.64	46,779.11	49,994.38	52,387.32	55,062.74
8	46,647.26	49,258.65	52,794.06	55,217.14	57,970.43
9	49,086.67	51,870.04	55,749.49	58,198.93	61,030.03
10	51,652.87	54,618.28	58,871.83	61,341.35	64,252.80
11	54,355.88	57,513.41	62,168.75	64,654.57	67,645.10
12	57,198.28	60,560.44	65,650.15	68,144.81	71,216.96
13	60,172.54	63,725.53	69,353.80	71,822.08	74,928.13

**2010-2011 (1.00)%**

Step	BA	BA+15	MA	MA+15	MA+30
1	34,751.71	36,576.38	38,648.37	40,803.99	43,083.92
2	35,621.59	37,490.63	39,614.57	41,826.03	44,161.75
3	36,513.01	38,428.97	40,606.21	42,873.42	45,267.50
4	38,422.63	40,465.43	42,879.80	45,188.86	47,657.70
5	40,432.46	42,610.94	45,280.16	47,628.57	50,174.75
6	42,547.57	44,868.03	47,816.20	50,200.11	52,823.66
7	44,772.93	47,246.90	50,494.33	52,911.20	55,613.37
8	47,113.73	49,751.23	53,322.00	55,769.31	58,550.13
9	49,577.54	52,388.74	56,306.98	58,780.92	61,640.33
10	52,169.39	55,164.46	59,460.54	61,954.76	64,895.33
11	54,899.44	58,088.54	62,790.43	65,301.12	68,321.55
12	57,770.26	61,166.05	66,306.66	68,826.26	71,929.13
13	60,774.26	64,362.79	70,047.34	72,540.30	75,677.41

**Imlay City Community Schools  
Supplemental Salary Schedule**

<b>2009-2010 (1%)</b>		<b>2010-2011 (1%)</b>	
Step	Salary	Step	Salary
1	28,625.92	1	28,912.18
2	30,710.95	2	31,018.06
3	32,529.23	3	32,854.52
4	34,324.31	4	34,667.56
5	36,196.13	5	36,558.09
6	38,018.00	6	38,398.18
7	40,557.65	7	40,963.23
8	43,206.99	8	43,639.06
9	45,962.35	9	46,421.97

**ARTICLE VII  
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 judgement 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 VIII  
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 IX  
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 X**  
**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:
- a.     The termination of services of or failure to re-employ any probationary teacher.
  - b.     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.

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 complaint, stated in writing, may be lodged as a grievance with, or 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 from 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.

- A. 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.

- B. The arbitration fees, if any, shall be borne by the losing party as determined by the arbitrator, except that in the event the teacher seeks arbitration in person on his/her own behalf, he/she shall be personally responsible for the fees.

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 XI**

**Duration**

- A. This Agreement shall be effective as of September 1, 2009 and shall continue in full force and effect until August 31, 2011. At any time subsequent to February 1, 2011 either party may give written notice to the other of its desire to negotiate a new 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.

**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 \_\_\_\_\_  
Elizabeth Murawski, President

and \_\_\_\_\_  
Anne-Marie Giglio, Secretary

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

By \_\_\_\_\_  
Brian Spencer, President

and \_\_\_\_\_  
Rick Finkbeiner, Chief 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 shall grant full experience credit (years of service) for the following:
    - 1) Peace Corps
    - 2) Exchange Teaching
    - 3) Sabbatical Leave
    - 4) All Years of Service Inside the System (upon return to service of a previously appointed teacher)
    - 5) Military Service (when it interrupts teaching in Imlay City)
    - 6) Annexation, Merger, or 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 (21<sup>st</sup>) paycheck of each year.

C. Severance --

In recognition of service to the school 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 fully paid health insurance program, the coverage of which shall be substantially equal to the SET SEG/BCBSM Flexible Blue 2 plan with 100% coverage and a TASC Health Reimbursement Arrangement (HRA) funding the Flexible Blue 2 \$3,000/\$5,950 annual deductible. 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. 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 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 of 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 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

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 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:

\$500 annually (second pay in May) for the first assignment.

\$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 (see page 19) 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%
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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%
Boy's Soccer	10%
Boy's JV Soccer	8%
Girl's Soccer	10%
Girl's 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. 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 tenure 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 tenure teacher available.

M. 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 teacher desire full benefits he/she shall pay balance of benefit.

N. 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.

O. Teacher Admission --

Teachers shall be admitted free to all home athletic contests.

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

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

R. 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.

- S. 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.
- T. 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.
- U. 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":

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.

Teachers who participate must develop an Individual Development Plan prior to beginning course work with their building principal.

Course work must support the district goals and focus.

Course work must support NCA/School improvement Goals.

Administrator approval

Topics that are pre-approved

- Effective Instruction
- Lesson Design
- Differentiated Instruction
- Interdisciplinary Instruction
- Cooperative Learning
- 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 his/her former assignment if he/she so desires.

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 to 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 CHAIRMAN**

Guidelines Adopted:

- I. A departmental chairman 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 year's 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 coordinator 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 chairman, 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 coordinator 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 chairmen 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 honor's convocation.
7. The above duties are not necessarily all inclusive. Additional duties may be added upon mutual consent of the teacher's Union and the administration.
8. Performance objectives for the above duties are to be determined by the coordinator together with the teachers of his/her department and the principal.

- VI. Departments not represented by a coordinator 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 CHAIRMAN**

#### Guidelines Adopted:

- I. A subject area chairman 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. Chairmen 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 year's 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 coordinator 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 teacher's Union and the administration.
  - 7. Performance objectives for the above duties are to be determined by the chairmen together with the teachers of his/her subject area and the principal.
- VII. Subject areas not represented by a coordinator 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 Chairman — Each elementary building will have five department heads at \$650 per year.