

7506

8/31/94

IMLAY CITY COMMUNITY SCHOOLS

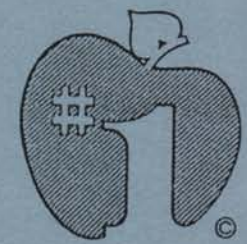
TEACHER MASTER CONTRACT

SEPTEMBER 1, 1991

TO

AUGUST 31, 1994

Imlay City Community Schools



Your public schools...

There's no better place to learn.

**Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

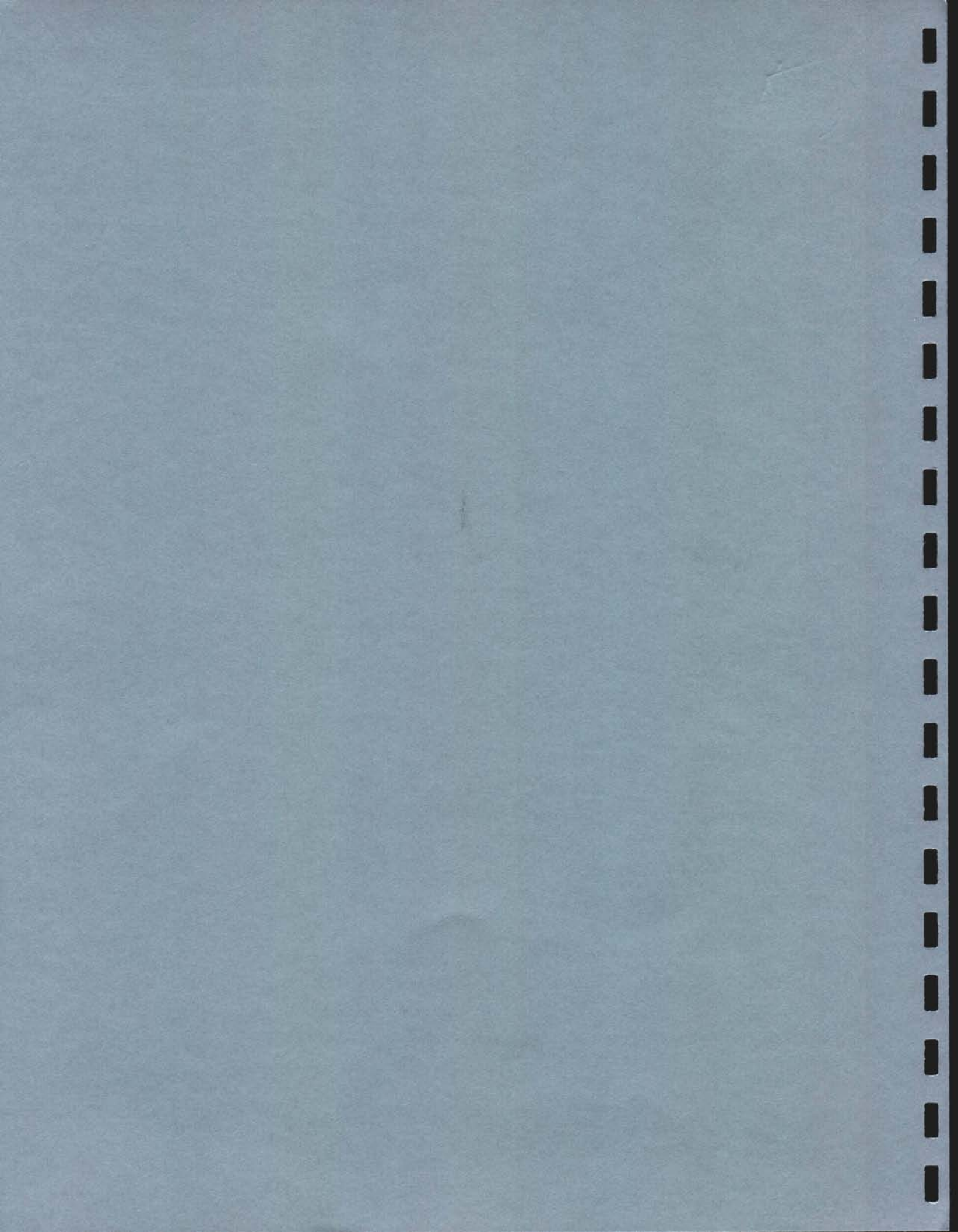


Table of Contents

Academic Freedom -----	6
Administrative and Substitute Duty -----	15
Annuity -----	35
Appointment of Committees -----	4
Assignment Meetings -----	8
Assignment of Extra Duties -----	11
Athletic Contest Admission -----	38
Bulletin Board Space -----	5
Calendar -----	22
Class Size -----	12
Coaching Salary Schedule -----	31
Committee and Professional Improvement -----	16
Conference Period -----	13
Conformity to Law -----	24
Department Coordinators ----- 13, 39 &	42
Discipline -----	22
Dues ----- 3 &	5
Duration -----	29
Evaluation Procedure -----	45
Experience Credit -----	32
Extra Contractual Salary ----- 33 &	36-37
Extra Duty Compensation - Elementary -----	38
Faculty Meetings -----	15
Grievance Procedure -----	25
Health and Safety Policies -----	15
Inservice -----	15
Insurance ----- 33 &	38
Interim Evaluations -----	47
Job Criteria -----	12
Jury Duty -----	35
Leave Policies -----	17
Library Policy -----	22
Loads for Special Personnel -----	14
Longevity -----	33
Lounges -----	16
Lunch and Recess Periods -----	14
Lunch Room Equipment -----	16

Medical Exam -----	15
Mileage -----	38
No-Strike Clause -----	24
Parental Leave -----	20
Part-Time Teachers -----	38
Paychecks -----	39
Posting of Vacancies -----	8
Probationary Teacher Hearing -----	5
Procedures for Change -----	16
Publication Cost -----	24
Recognition -----	2
Release Time -----	
Classroom Visits	17
Educational Workshops	17
Request for Information -----	4
Restrooms -----	16
Retirement -----	32
Review of Contracts by Union -----	4
Rights of the Union -----	4
Rights Reserved by the Board -----	2
Sabbatical Leave -----	35 & 40
Salary Schedules -----	30 & 39
Seniority -----	7
Severance -----	33
Sick Leave Payout -----	21
Subject and Grade Assignments -----	8
Teacher Appraisal Report -----	48-52
Teacher Files -----	23
Teacher Hours and Loads -----	13
Teacher Equipment -----	11
Telephone Calls -----	16
Tenure Evaluations -----	45
Twenty-Hour Assignments -----	14
Union/Administrative Committees -----	4
Union Business on Board Agenda -----	5
Union Security -----	3
Use of Building and Equipment -----	5
Visitation -----	17
Working Conditions -----	8

AGREEMENT BETWEEN THE BOARD OF EDUCATION
IMLAY CITY COMMUNITY SCHOOLS

AND THE

IMLAY CITY FEDERATION OF TEACHER

This agreement is hereby entered into this 8th day of July, 1991, 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 assistant principals.
- 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 provisions 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, and 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 or 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.
- 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. See Tenure Evaluation Procedure in Appendix.
- I. Probationary Teacher Hearing —
In the event the Board is considering the dismissal of a probationary teacher, the probationary teacher will be informed in writing of the situation. Upon written request by the probationary teacher, the Board will grant said teacher a private hearing at the conclusion of their next regularly scheduled meeting or at another mutually agreed upon time. The President of the Union will be present at each hearing.
- J. 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.
- K. Time shall be provided for Union business on the Board agenda provided five (5) days notice is given in writing.

L. Academic Freedom —

Teachers shall be free to present instructional materials which they consider pertinent to the subject and level taught and 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, systemwide. 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 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

A. 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 quit and newly created teaching positions. Vacancies shall be filled through the assignment meetings prior to the end of school and in August of each year. Vacancies which arise in the interim between the August and June assignment meetings will be filled by the Employer on a temporary basis and be posted for filling at the next assignment meeting if not eliminated as a position for the ensuing school year.
- (2) A general assignment meeting will be held during the month of June, prior to the last teacher work day of each school year, for the purpose of determining the assignments of the teaching staff for the ensuing school year. 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. At the meeting all vacancies which have arisen since the previous assignment meeting will be filled first by bid with the most senior applicant who meets the job criteria for all sections of the position. When the vacancy is awarded it shall be

deemed to be that teacher's previous position for the purpose of making assignments for the ensuing school year. Teachers who are displaced from their previous positions by the awarding of their position as a vacancy to another teacher shall be deemed without a previous position for the purpose of making assignments for the ensuing school year.

Next, the assignment of teachers to positions will be made in order of seniority 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 - Sixth (K-6) 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. Elementary teachers must select another position within their K-6 level. 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. A position which is vacated at an assignment meeting because of a teacher being awarded a posted vacancy shall then be posted as vacant and available for assignment by the same procedure as the other vacancies originally posted.

- 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) In the first week of August of each year a supplemental assignment meeting will be held for the purpose of filling vacancies which have arisen in the interim since the previous assignment meeting in June and all positions which become open and available for assignment because of teachers being awarded those vacancies and/or assigned to the other positions which become open and available for assignment during the meeting. 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. The most senior applicant from the bargaining unit who meets the job criteria for all sections of the position shall be awarded the vacancy or open position.
- (4) Teachers not present at the assignment meeting may have their interests represented by another person. 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 own room or office. Each regular, full-time teacher shall be provided with a desk and teacher's chair for his 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. Junior high 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. Assignment 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 all the job criteria. When reducing positions for high school and junior high school (Grades 7-12), 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 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 State Mediator will be called in.

B. Class Sizes —

The number of students assigned to a teacher in grades K-3 shall not exceed 28. A penalty of \$75 per student per semester over the maximum number shall be paid the teacher. The class size in grades 7-12 shall not exceed 32 students per class and 150 students daily except in areas of vocal music, instrumental music, study hall, library and extra curricular activities. Class size in physical education in grades 7-12 shall not exceed 38 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 the second semester to relieve any overcrowded conditions without penalty. one 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.

The number of students assigned to a teacher in grades 4-6 shall not exceed 30. A penalty of \$75 per student per semester over the minimum number shall be paid to the teacher.

C. Department Coordinators -See Appendix.

D. Teacher Hours and Load --

- (1) The regular duty hours of classroom teachers at school shall be as follows:
Grades K-12.....7 hours 10 minutes, including lunch. Teachers shall not be assigned more than 300 minutes of student instruction each student instruction day. 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 junior high school and high school shall not be assigned more than five classes of student instruction each student instruction day. Teachers in the junior high 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.
- (3) Elementary teachers shall not be assigned more than 300 minutes of student instruction per day unless the following:
 - a) One semester of Art, equivalent to 30 minutes per week is part of the K-6 program,
 - b) One semester of Music, equivalent to at least 30 minutes per week is part of the K-6 program.

c). Two semesters of Gym, equivalent to at least 30 minutes per week is part of the K-6 program.

d) The last student day would be a half day of student instruction. During the days students are assigned to gym, elementary teachers will not have more than 310 instructional minutes that day. Elementary teachers assigned to kindergarten will meet for 2 hours and 35 minutes per session.

(4) All teachers shall be entitled to a duty-free lunch and recess period. This shall include a period of 20 minutes in the a.m. and p.m. in grades 1 through 6.

(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.

(6) Additional Teacher Assignments Without Additional Compensation:

Each teacher shall contribute, if requested by the administration, up to a maximum of twenty (20) additional hours each school year, without additional compensation and at no expense to the teacher, to academic related duties and/or responsibilities to work on committees and/or attend conferences and/or workshops which are beneficial to the academic progress of students and/or the educational program of the school district. This does not mean that each teacher must contribute 20 hours annually, but if requested the teacher will do so. Requests for this additional time to occur on weekends, vacations, or summer breaks are excluded unless volunteered by the teacher or teachers.

E. Loads for Special Personnel —

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

F. 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) No guidance counselor, speech correctionist or remedial teacher shall be assigned to substitute duty, except when no substitute teachers, conference period teachers or administrative personnel are available.

G. Faculty Meetings —

- (1) Systemwide faculty meetings will be held at 2:30 p.m. and 3:45 p.m. Teachers are to attend the meeting which fits his/her schedule.
- (2) The Union may request and mutually arrange with the administration other meetings.

H. Inservice Courses —

Inservice courses shall be provided where there is mutual consent with the principal involved. Release time shall be provided for these courses.

I. Health and Safety Policies —

- (1) The State School Code will be followed.
- (2) The Board will make physical arrangements for annual T.B. test. All costs will be paid by the employee.
- (3) The Board will pay the cost of all required medical examinations, provided a board-designated physician is used.
- (4) Teachers 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.

(5) 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.

(6) There shall be sufficient tables and chairs for all teachers assigned to any lunchroom period. Teachers may be served buffet style in a separate room or may participate in the regular Type A lunch program.

(7) A telephone will be provided in each teachers lounge for business calls.

J. Committees and Professional Improvement —

(1) At the request of either party, advisory committees shall 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 teacher, parents, administrator or Board members. The President of the Union and the Superintendent will jointly appoint teacher and administrative members of a committee in each building and/or level to investigate and develop recommendations. 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 committees 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 released time to the Superintendent. When a request is granted, the teacher shall attend without loss of pay.

K. 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 1st 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. Beginning with the 1991-92 school year the Union will administer a sick bank and determine those eligible for withdrawal. The Board will initially contribute 360 days, after which the membership will assess their members to maintain the sick bank. The Board will add five (5) days for each new teacher hired.

- (2) Each teacher will earn not more than two (2) days personal business leave each school year, without loss of pay. One (1) day shall be designated a day without reasons submitted and one (1) day shall be designated as a day with reasons submitted. Unused personal business leave days may be accumulated as originally designated, with or without reason submitted, but not more than (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. For days with reasons submitted, the reasons must be submitted in writing for prior approval. Personal business leave days requested before or following a vacation may be approved but the reason 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 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), (8), and (9) 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; and

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 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 subsequent school year for all unused days over four (4) to a maximum of two (2) days.

The base payment rate shall be \$34.00 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 22nd paycheck of the year. Upon termination of employment teachers will receive \$34.00 per day including incentive if applicable for all unused sick and personal days.

L. Discipline —

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

M. Library Policy —

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

N. School Calendar —

(1) Teachers shall provide one hundred eighty five (185) days of service of which one hundred eighty (180) 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 make up of the cancelled day. All make up days shall be without additional compensation. Any non-instruction teacher work day cancelled will not result in reduction of pay.

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.

O. Teacher Files —

- (1) Upon reasonable request, every teacher shall have the opportunity to review the contents of his personnel file. College credentials are specifically excluded from such review.
- (2) The teacher shall have the right to add pertinent documents to his file.
- (3) No teacher evaluation prepared by the Administration shall be placed in his 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 signature on the actual copy to be filed, plus indicating approval or disapproval, with the understanding that such signature merely signifies that he 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 position.
- (4) The teacher shall have the right to remove from his file any material originating from a non-professional source.

ARTICLE VII
Salary Schedules

See Schedules A-B-C-D attached.

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 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 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, 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 provisions 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. The placing of a non-tenure teacher on a third year of probation; or
 - c. Any matter subject to the procedures specified in the Teachers 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 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 own behalf.
- b. Within ten (10) school days after receiving the complaint, the principal shall communicate his 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 own, or through the union office, of 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 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 decision strictly to the application and interpretation of the provisions of this Agreement. The decision of the arbitrator, made in accordance with their 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 own behalf, he 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 in behalf of any employee without his 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 in 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 September 1, 1991, and shall continue in full force and effect until August 31, 1994. At any time subsequent to February 1, 1994, 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:

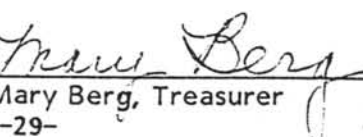
BOARD OF EDUCATION OF THE IMLAY CITY
COMMUNITY SCHOOLS, DISTRICT NO. 6

By 
Richard Granata, President

and 
Kenneth Franey, Secretary

IMLAY CITY FEDERATION OF TEACHERS,
AFT-AFL-CIO

By 
Arretta Jickling, President

and 
Mary Berg, Treasurer

1991-92

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1.	\$23,500	\$24,300	\$25,500	\$26,500	\$27,500
2.	24,778	25,528	26,917	28,398	29,686
3.	26,141	26,996	28,398	29,909	31,244
4.	27,578	28,492	29,900	31,500	32,885
5.	29,095	30,070	31,607	33,176	34,611
6.	30,695	31,738	33,346	34,941	36,428
7.	32,384	33,491	35,180	36,800	38,340
8.	34,165	35,344	37,115	38,757	40,353
9.	36,044	37,299	39,156	40,819	42,472
10.		40,105	41,310	42,991	44,702
11.			43,760	45,322	46,994

1992-93

1.	\$24,792	\$25,598	\$26,903	\$27,958	\$28,763
2.	26,141	26,946	28,398	29,909	30,994
3.	27,578	28,442	29,900	31,500	32,635
4.	29,095	30,020	31,607	33,176	34,361
5.	30,695	31,688	33,346	34,941	36,178
6.	32,384	33,441	35,180	36,800	38,090
7.	34,165	35,294	37,118	38,757	40,103
8.	36,044	37,249	39,156	40,819	42,222
9.	38,026	39,311	41,310	42,991	44,452
10.		42,411	43,582	45,278	46,798
11.			46,079	47,887	50,250

1993-94

1.	\$26,156	\$27,303	\$28,652	\$29,775	\$30,900
2.	27,590	29,031	30,373	32,099	33,706
3.	29,210	30,688	32,026	33,756	35,485
4.	30,827	32,614	33,951	35,708	37,432
5.	32,502	34,292	35,634	37,511	39,089
6.	34,139	35,973	37,849	40,019	41,305
7.	36,349	37,517	39,794	42,155	43,277
8.	38,794	40,444	42,035	44,569	45,517
9.	41,792	42,955	44,589	47,052	48,073
10.		45,062	47,144	48,900	50,634
11.			49,168	50,923	52,678

IMLAY CITY COMMUNITY SCHOOLS

Coaching Salary Schedule

<u>Step</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
1	\$18,205	\$19,297	\$20,455
2	19,532	20,704	21,946
3	20,688	21,929	23,245
4	21,829	23,139	24,527
5	23,020	24,401	25,865
6	24,178	25,629	27,167
7	25,744	27,342	28,982
8	27,478	29,127	30,875
9	29,231	30,985	32,844

- A. The Board will continue its payment of the employer contribution of five percent (5%) of the aggregate annual compensation of each teacher under the non-contributory plan to the Michigan Public School Employees Retirement System. Any increase in contributions above the five percent (5%) contribution under the non-contributory plan which is to be paid through the Board shall be funded by a reduction in the teacher's salary.

- B. The following shall apply to employees performing bargaining unit work:
 1. Certified personnel with less than five (5) years experience shall be given credit for each year when beginning employment with the Imlay City Community Schools.
 2. Certified personnel with five (5) years or more experience shall be given credit for five (5) years of experience when beginning employment with the Imlay City Community Schools.
 3. 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

C. Longevity —	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
After 15 Years	\$400	\$425	\$450
After 20 Years	\$475	\$500	\$525
After 25 Years	\$550	\$575	\$600

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

D. Severance —

In recognition of service to the school district, a payment of \$50 per each year of service to the Imlay City School District will be paid to the employee upon retirement from education. To be eligible for the payment, employees must have worked a minimum of ten (10) years in the district. Beginning with the 1993-94 school year, the payment will be \$60 per each year of service.

E. Extra Contractual Salary Policies —

1. Summer instruction shall be paid on a pro-rated basis with a maximum hourly rate of: 1991-92 = \$13, 1992-93 = \$13.50, 1993-94 = \$14
2. Full-time teachers who are asked to substitute for full-time teachers shall be paid \$16.00 per hour.
3. Driver Training: 1991-92 = \$13, 1992-93 = \$13.50, 1993-94 = \$14

F. Insurance —

The Board shall provide a fully paid health insurance program, the coverage of which shall be MEBS Four-Star Health with a \$2.00 prescription co-pay, or substantially equivalent. 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 XI, Section 3, Step 3. Employees cannot be double insured.

If the health premium increased by more than ten (10) percent for the 1992-93 school year, the Board will self-fund a \$100 family deductible on health care. If the health premium increases by more than ten (10) percent for the 1993-94 school year, the employee will assume responsibility for the \$100 deductible.

The Board shall provide 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	\$35.00
Regular Lenses	\$50.00
Bifocal Lenses	\$50.00
Trifocal Lenses	\$60.00
Lenticular Lenses	\$75.00
Contacts	\$100.00
Frames	\$50.00
Tint	\$10.00

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 or 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 will contribute \$75 per month into a Tax Sheltered Annuity selected by the employee from those companies authorized by the Board for each employee not covered by health insurance.

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. See appendix for procedures.

I. Jury Duty --

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

J. Extra Duties —

1. Ticket Duties.....\$7.50 Each Person
2. Dances.....\$7.50 Each Person Exclusive of Sponsors
3. Bus Duty.....\$7.50 Each Person
4. Timing and Scorekeeping at Athletic Contests:
 - a. Home Football & Basketball Games—2 People @ \$10.00 Each
 - b. Away Basketball & Football Games—1 Person @ \$10.00
5. Officiating Sports:
 - a. Track Meets — 4 People — \$10.00 Per Person
 - b. Baseball Varsity — 2 People — \$10.00 Per Person
 - c. Baseball JV — 1 Person — \$10.00 Per Person
 - d. Football JV — 2 People — \$10.00 Per Person
 - e. Freshman Basketball —
 - Home Games -1 Person — \$10.00
 - Away Games — 1 Person — \$10.00

K. Contractual Extra Duties —

1.	Class Sponsor	<u>Sponsor</u>	<u>Assistant</u>
	a. Senior	\$500.	\$375.
	b. Junior	\$500.	\$375.
	c. Sophomore	\$350.	\$250.
	d. Freshman	\$350.	\$250.
2.	Band		\$800.
3.	Choir		\$800.
4.	Play Director		\$600.
5.	Yearbook (Outside School)		\$1,200.
6.	Junior High Yearbook		\$500.
7.	Debate		\$600.
8.	Forensics		\$750.
9.	Varsity Club		\$400.
10.	F.F.A. Advisor		\$500.
11.	Senior High Student Council		\$500.
12.	Junior High Student Council		\$450.
13.	Junior High G.A.A.		\$150.
14.	Club Sponsors		\$200.
15.	National Honor Society		\$400.

18. Coaching —

The designated percentages shall be applied to the B.A. tract of the salary schedule (see schedule on Page 33) at the step which 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	9%	
Head JV Football	9%	
Assistant JV Football	6%	
Head Freshman Football	8%	
Assistant Freshman Football	6%	
Varsity Basketball	12%	
JV Basketball	9%	
Freshman Basketball	7%	
Girls Varsity Basketball	12%	
Girls JV Basketball	9%	
Girls Varsity Volleyball	12%	
Girls JV Volleyball	9%	
Freshman Girls Volleyball	7%	
Cross Country	7%	
Golf	7%	
Varsity Baseball	8%	
JV Baseball (Girls and Boys)	7%	
Girls Softball	8%	
Head Varsity Track	12%	
Assistant Track	6%	
Tennis (Boys and Girls)	7%	
Wrestling	9%	
Junior High Intramural Football (Flag)		\$500.
Junior High Intramural Basketball		\$400.
Junior High Girls Intramural Basketball		\$300.
Junior High Basketball: (Boys and Girls)		
8th Grade		\$1,100.
7th Grade		\$1,100.
Junior High Wrestling		\$1,100.
Junior High Volleyball:		
8th Grade		\$1,100.
7th Grade		\$1,100.
Junior High Track		\$1,100.
Junior High Softball		\$1,100.
Cheerleader Advisors: (To Attend Away Varsity Events)		
Varsity		\$1,300.
Junior Varsity		\$ 900.
Freshman		\$ 600.
Junior High		\$ 600.

L. Elementary Compensation for Extra Duty —

Each elementary building will have \$1,000 to be distributed to staff members assigned extra duties. The distribution of this money will be decided by the Building Leadership Teams (BLT). The BLT will be made up 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 Pro-rated plus conference period if on duty.
3. All fringe benefits to be pro-rated. If teacher desires 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. Teachers who use his/her private car for approved school business will be reimbursed at \$.26 per mile.

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 and rights to the use of the sick leave bank according to Article VI, M. (1). 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 pay day.

T. High school department coordinator will be selected for 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.

Department chairmen are to be paid \$35.00 per section.

Department representatives are to be paid \$10.00 per meeting (see appendix).

U. Salary Schedule

Employees hired after July 1, 1991 must earn a second advanced degree (M.A., Ed.S., Ed.D., Ph.D.) to be placed on the MA+30 salary schedule.

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.

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

Application Procedure: Application for the sabbatical leave shall be given the Superintendent not 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 same. The applicant will be notified July 1 regarding the acceptance or rejection of his 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 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 sabbatical leave shall include with his application an itinerary of his 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 is engaged. At the conclusion of the leave he 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 and 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 former assignment if he 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 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. Department chairs will be selected for departments that have 13 or more sections.
- III. Department chairs will have these 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 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 orietation 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 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 inservice 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. The above duties are not necessarily all inclusive. Additional duties may be added upon mutual consent of the teacher's union and the administration.
5. Performance objectives for the above duties are to be determined by the coordinator together with the teachers of his 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 30th 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).

TEACHER EVALUATION PROCEDURE

I. Probationary Teachers

- A. No later than 30 school days following the fall opening of school, a meeting will be held with administration, probationary teachers and coaches. The purposes of this meeting are:
 - 1. Each probationary teacher shall receive a copy of the Michigan Teacher's Tenure Act.
 - 2. Each probationary teacher shall receive a copy of the evaluation instrument and/or a detailed list of items the probationary teacher is to be evaluated on.
 - 3. Each probationary teacher shall receive a copy of all forms their building principal will be using in the evaluation process.
- B. Each probationary teacher will have a tenure coach appointed within 20 days by joint Union/Board action. A tenure coach may have more than one probationary teacher with joint Union/Board approval.
- C. Every effort is to be made by the Board and Union to select tenure coaches having similar teaching assignments.
- D. A minimum of five (5) formal classroom observations per year shall be made on probationary teachers. Of these observations no more than 50 percent may be non-scheduled.
- E. The probationary teacher shall have two (2) days notice prior to a scheduled evaluation. In case of postponed observations, the visit may be held with one (1) day notice.
- F. No later than ten (10) days following a room observation, a conference shall be set with the building principal or administrator doing the evaluation, teacher and tenure coach.

- G. Both the probationary teacher, and his or her tenure coach shall receive a written copy of the class observation report one day before the scheduled conference.

II. Tenure Teacher

- A. A tenure teacher shall have a maximum of two classroom observations per year (one per semester) by the building principal for formal evaluation. Tenure teachers shall be evaluated at least once every three (3) years.
- B. The tenure teacher shall be notified two (2) days prior to the time of a scheduled observation. In case of postponed visit, the visit may be held with one (1) day notice.
- C. A copy of the room visitation report to be used shall be given to tenure teachers in their handbook.
- D. No later than ten (10) days following a room visitation a conference shall be set by the building principal and tenure teacher.
- E. The tenure teacher shall receive a written copy of the room observation report at least one day before the scheduled conferences.
- F. The tenure teacher may elect to have a union representative attend the evaluation conference.
- G. Each tenure teacher shall receive a copy of all evaluative materials placed in his or her personnel file by an administrator.
- H. Administrators may visit classrooms for non-evaluation purposes.

III. Interim Evaluations

1. It is expressly agreed that the primary purpose of this provision is to secure quality education for the students of the Imlay City Community Schools by establishing a means by which the instructional skills of teachers can be improved and refined in a constructive, cooperative and legal manner.
2. If at any time an administrator perceives a problem related to a teacher's performance of instructional duties, the administrator shall first inform the teacher of the perceived problem and verbally outline possible measures to assist in elimination of the problem. Thereafter, if the situation continues, the administrator shall reduce his/her concern to writing and notify the teacher prior to placing the information in the teacher's personnel file.
3. After notifying the teacher of the problem, follow-up evaluations may be conducted to determine the teacher's progress in rectifying the problem.

TEACHER APPRAISAL REPORT

NAME: _____

EVALUATOR: _____

POSITION: _____

DATE: _____

- I. **PERSONAL QUALIFICATIONS:** (A) Poise -- meets situations with calm self-assurance. (B) Health and Vitality -- possessing physical vitality, energy and emotional stability. (C) Sense of humor -- relieves tense situations and maintains interest with careful use of humor. (D) Appropriate grooming -- is neat, well-groomed. (E) Use of English -- Communicates in clear, correct and precise language. (F) Self-expression -- has ability to project one's own personality and interest without dominating. (G) Reaction to suggestions for improvement -- has a positive reaction to requests, is usually willing to try, has sound reasons for opposition, brings counter-suggestions.

EVALUATION JUDGMENT:

- ____ 1. There were significant areas of unsatisfactory performance. It is necessary to have a conference and a copy of this appraisal must be signed by you and returned.
- ____ 2. There were no significant areas of unsatisfactory performance. It is necessary to have a conference and a copy of this appraisal must be signed by you.

TEACHER SIGNATURE

EVALUATOR SIGNATURE

DATE

DATE

APPRAISAL STATEMENT:

OBJECTIVES AND DATE OF ESTIMATED COMPLETION:

PROCEDURES AND CONTINGENCIES:

PERFORMANCE REVIEW:

TEACHER STRENGTHS:

TEACHER RESPONSES TO OBLIGATIONS:

II. **TEACHING QUALIFICATIONS:** (A) Variety of teaching techniques -- looks for and uses new approaches to vary classwork. (B) Organization of subject matter -- develops long-range goals and organizes the weekly and daily lesson plans within this framework. (C) Knowledge of subject matter -- brings adequate, scholarly preparation to the field of assignment, and continues to develop his scholarship. (D) Well-planned and organized classroom activities -- plans purposeful activities to meet the needs and abilities of the students. (E) Utilization of available materials and equipment -- employs available equipment and provides for student use of source material. (F) Sensitivity to each student's needs and problems -- provides for individual differences. (G) Group control -- is consistent in policy, firm but friendly, develops effective class morale, provides healthy classroom climate for learning. (H) Fulfills responsibilities in school management -- assumes fair share in total program, including activities, keeps to the time schedule, completes records and reports promptly and accurately, gives effective help in supervision of students out of class. (I) Enthusiasm for teaching -- has ability to inspire student's enthusiasm for learning, indicates pride in chosen profession to his colleagues and to the public. (J) Exhibits willingness to go beyond assigned tasks -- contributes extra time to meet the needs of individual students, takes responsibility for and participates in various types of student and faculty activities.

EVALUATION JUDGMENT:

- ____ 1. There were significant areas of unsatisfactory performance. It is necessary to have a conference and a copy of this appraisal must be signed by you and returned.
- ____ 2. There were no significant areas of unsatisfactory performance. It is necessary to have a conference and a copy of this appraisal must be signed by you.

TEACHER SIGNATURE

EVALUATOR SIGNATURE

DATE

DATE

APPRAISAL STATEMENT:

OBJECTIVES AND DATE OF ESTIMATED COMPLETION:

PROCEDURES AND CONTINGENCIES:

PERFORMANCE REVIEW:

TEACHER STRENGTHS:

TEACHER RESPONSES TO OBLIGATIONS:

III. PROFESSIONAL RELATIONSHIPS: (A) Teacher-Pupil relationships -- makes students feel they are important and wanted in class. (B) Teacher-Administration relationships -- accepts school policies, follows them while in effect, has sound reason for any opposition, brings counter-suggestions. (C) Teacher-parent relationships -- willingly consults with parents regarding student's needs and presents a positive image of the educational program. (D) Teacher-Consultant relationships -- seeks consultant's ideas, is willing to try them, and adapts those suitable to own classroom situation. (E) Teacher-Teacher relationships -- is considerate of other teachers, willing to share ideas, appreciative of good teaching, makes a point of becoming acquainted with new staff, has ability to discuss professional competencies intelligently.

EVALUATION JUDGMENT:

- ___ 1. There were significant areas of unsatisfactory performance. It is necessary to have a conference and a copy of this appraisal must be signed by you and returned.
- ___ 2. There were no significant areas of unsatisfactory performance. It is necessary to have a conference and a copy of this appraisal must be signed by you.

TEACHER SIGNATURE

EVALUATOR SIGNATURE

DATE

DATE

APPRAISAL STATEMENT:

OBJECTIVES AND DATE OF ESTIMATED COMPLETION:

PROCEDURES AND CONTINGENCIES:

PERFORMANCE REVIEW:

TEACHER STRENGTHS:

TEACHER RESPONSES TO OBLIGATIONS:

