MASTER TEACHER AGREEMENT

SCHOOL YEAR 2024-2027

IMLAY CITY FEDERATION OF TEACHERS &
IMLAY CITY SCHOOLS

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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 July, 2024, by and between the Board of Education of the Imlay City Community Schools, hereinafter referred to as the "Board", and the Imlay City Federation of Teachers, AFT-AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I

Recognition

A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all personnel in the appropriate bargaining unit, being all teachers under contract certified by the State Board of Education, including department chairs, special education teachers, librarians, and guidance counselors, but excluding administrative and supervisory personnel such as superintendents, assistant superintendents, principals, and deans of students.

B. The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement shall refer to personnel in the bargaining unit as defined above.

ARTICLE II

Rights Reserved by the Board

A. Rights reserved exclusively herein by the Board, which shall be exercised by the Board shall include, by way of illustration and not by way of limitation, the right to:

1. The supervision, direction and control of the management of the school system, its properties, and facilities.

2. The authority to hire all employees and, subject to the provision of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for a reason that is not arbitrary and capricious.

3. The right to establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students as deemed necessary or advisable by the Board.

4. The right to determine class schedules and the hours of instruction.

B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by this Agreement.

ARTICLE III

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. Separate bulletin board space will be provided for the Union in the teacher's lounge in each school.

F. The Union shall have the right to use the high school building and equipment for meetings during reasonable hours, provided prior approval is obtained from the superintendent or principal and the purpose for such meeting is lawful. The Union agrees to pay for supplies used and for damage to equipment, if any.

G. 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.

H. Time shall be provided for Union business on the Board agenda provided five (5) days' notice is given in writing.

I. Academic Freedom

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

ARTICLE IV

Seniority

A. Seniority is computed from the first date of hire and means the amount of time continuously employed as a member of the Bargaining Unit.

B. The Employer will prepare and provide the Union with a seniority roster of all bargaining unit members prior to October 1st of each school year.

C. Bargaining Unit Members who are on leave of absence or suspension will continue to accrue seniority unless otherwise agreed upon by the parties.

D. Bargaining Unit Members who leave the Bargaining Unit altogether and perform other work for the Employer will have their seniority frozen until such time that they return to the Bargaining Unit.

E. A Bargaining Unit Member will not accrue or maintain seniority if they are no longer employed by the Employer, except if they are on lay-off. A Bargaining Unit Member will not accrue seniority while on lay-off, but will not lose previously accrued seniority if recalled.

F. In the event of a tie in seniority, any employees with identical seniority dates will be considered rank ordered according to the last two digits of their social security number in descending order.

ARTICLE V

General Working Conditions

The District calendar will consist of 181 student days and each student day will consist of 380 minutes. The District reserves the right to change the number of student days and minutes if the state changes the number of required student days or instructional hours.

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

A. Assignment Procedures

Definitions:

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

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

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

B. Assignment Policies

1. 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.

2. Teachers will not be arbitrarily assigned to extra duties.

    a. Appointment of bargaining unit members to extra-curricular assignments will be made on the basis of all relevant factors, such as job criteria, past training, demonstrated success, and seniority.

    b. All extra duty assignments are year-to-year appointments.

3. New or changes in will be established by the Board at least six (6) months prior to the filling of such positions. This time restraint does not apply to new positions.

C. Teacher Placement

Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the District as well as the certification, qualifications, and effectiveness of each respective teacher.

1. Preference Form

a. A Teacher Availability and Preference Form (Form 9 in the ICS Teacher Evaluation Handbook) will be issued to teachers no later than one week following the due date for any early retirement incentive declarations, when applicable, or the first week in May. Forms must be submitted to the building principal according to a timeline established yearly by the district.

b. Teachers will indicate preferences for assignment subject(s) or grade level(s), building, relevant training, experience, and special interests on the form. Teachers shall complete and submit the preference form by the specified deadline, indicating their desired placement within the district.

c. The Union President may request to review submitted Preference Forms with the approval of union membership

2. Placement Considerations

a. The Superintendent or their designee, in collaboration with relevant administrators, will review and consider all requests as indicated on the Teacher Availability and Preference Form.

b. Administrators will evaluate the alignment of teachers' preferences with the following areas: certification(s), level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous ratings, effectiveness and overall performance as a teacher, previous disciplinary history and the length of time in the assignment.

c. Length of service or tenure will be used as a tiebreaker if a decision regarding placement and/or assignment of teachers involves two or more employees and all other factors distinguishing those employees from each other are equal.

d. The Superintendent or their designee, in consultation with administrators, will work to identify suitable alternatives that align with the teacher's preferences and certifications whenever possible. Throughout the placement process, teachers may initiate meetings with building administrators regarding preferences for placement.

e. While conducting placement considerations, the Union and District agree to limit disruptions to student learning, as well as building operations, and to take all efforts to maintain continuity in instructional delivery to students. Should a prospective placement be determined to pose significant disruption as described above, the district need not place a current employee into a vacancy. Such considerations will be assessed on a case-by-case basis by administration in consultation with the Union.

3. Assignment Notification

a. Each teacher will be informed of their tentative assignment for the ensuing school year before the close of the current school year.

b. If there is an alteration in a teacher's tentative assignment (e.g., different subject matter for secondary, different grade level for elementary), the affected teacher will be informed within 5 business days of an official change in placement/schedule. The teacher will have the opportunity, at their request, to discuss the matter with building administrators.

c. Reasons for a change of assignment will be provided in writing at the request of the affected teacher.

4. Job Openings

a. Staff Members will be notified when a vacancy occurs. Staff members may express interest, via a written letter of interest to the Superintendent for any position for which they are certified.

b. Current staff (not on layoff) need not be placed in a vacancy or new job opening if it is determined by the district that conducting a placement would pose a significant disruption to the educational program or to student learning. In such cases, letters of interest will be held for consideration at the year-end staffing (placement) meeting held by district administrators.

c. If more than one staff member expresses interest in the position, the final determination of placement will be informed by the following criteria:

1. Effectiveness rating. Staff members who have an effective rating hold precedence over staff members who have a Developing Rating. Teachers rated as Needing Support are not eligible for a voluntary reassignment.

2. Measures of Instructional Practice score.

3. The teacher's disciplinary record.

4. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

5. Evidence of student growth.

6. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the subject area and course content of the position, the ability to impart that knowledge as evidenced by performance evaluation.

7. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

8. The teacher's attendance record.

9. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

10. Length of service, when all other factors, as listed above, are considered equal amongst the potentially affected teachers.

5. Appeals

a. The teacher may initiate a meeting with the principal to discuss their placement. This meeting provides an opportunity for open communication and a collaborative effort to resolve the issue.

b. If the matter remains unresolved after the meeting with the principal, the teacher may proceed to Step 1 of the grievance process. If the matter is not resolved, the teacher may proceed to Step 2 of the grievance process. The decision at Step 2 will represent the final level of the appeals process regarding placement decisions.

D. Class Sizes

The number of students assigned to a teacher in grades K-3 shall not exceed 28. The number of students assigned to a teacher in grades 4-5 shall not exceed 30. If these numbers are exceeded, a stipend of $75 per student per semester over the maximum number shall be paid the teacher. The class size in grades 6-8 shall not exceed 32 students per class and 160 students daily except in areas of vocal music, instrumental music, study hall, library and extra-curricular activities. Class size in grades 9-12 at Imlay City High School shall not exceed 32 students per class and 160 students daily. Class size in PE I/Health classes in grades 6-12 shall not exceed 36 students per class and class size in all other physical education classes in grades 6-12 shall not exceed 40 students per class. A stipend of $25 per student per semester over either the class maximum or daily maximum shall be paid to the teacher. One half the rate shall be paid for nine-week courses.

Class size overload pay will be based on either the official Count Date in October and February as determined by the state or the last day of the semester, whichever number is greater for each semester. Payment will be made on the second pay of February and the last pay of June. Team teaching groupings for math and reading are exempt from class size restrictions.

E. Secondary Teacher Preps

Secondary teachers will be provided with a yearly stipend for teaching a schedule containing 4 or more unique preparation periods/courses ("preps") during the school year.

Teachers will receive a yearly stipend of $500 if scheduled to teach a schedule with 4 unique preps. Teachers will receive an additional $500 for each subsequent unique prep assigned in the same schedule.

Payments will be processed on the 2nd pay in May.

F. 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 assign 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.

Beginning in school year 2024-2025, secondary teachers (grades 6-12) shall not be assigned more than six (6) classes of student instruction each student instruction day. Secondary teachers shall have at least five (5) periods per week for conference and preparation of one (1) full class period duration each. Administrators will generate instructional schedules with the goal of minimizing the number of daily preparations for teachers to two (2) preparations on a regular basis, except where the number of classes offered and subjects certified make this impossible.

1. Elementary teachers shall not be assigned more than 340 minutes of student instruction per day and will have a minimum of 45 minutes of planning time each day.

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

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

4. All teachers shall be entitled to a duty-free lunch and break period. This shall include a period of 20 minutes in the p.m. in grades K-5.

5. Teachers recognize the necessity of being available at reasonable times after school hours to help individual students and for parent conferences. Also, teachers may freely participate in other school-connected activities. Upon certified request of a parent, as verified by the principal, a teacher may be required to meet with a parent or student after the scheduled working hours to address a special problem when the meeting cannot be reasonably scheduled during the scheduled working hours.

G. Loads for Special Personnel

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

H. 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. Teachers who are asked to substitute for teachers during their conference hour will be paid $30.00 per hour.

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

I. Faculty Meetings

1. Faculty meetings will be held monthly, as scheduled, for a period not to exceed one (1) hour per meeting. Teachers are to attend scheduled monthly faculty meetings.

2. The Union may request, and mutually arrange with the Administration, other meetings.

J. 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.

K. Health and Safety Policies

1. The Revised School Code will be followed.

2. The Board will pay the cost of all required medical examinations, provided a Board-designated physician is used.

3. Teacher's lounges shall be clean and comfortable and every effort shall be exerted to make such a lounge as attractive as possible.

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.

L. Committees and Professional Improvement

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

   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.

M. Special Work Outside of the School Calendar

Teachers who complete district assigned or district required work (e.g., required curriculum work, professional development, or other required duties), outside of the last scheduled teacher work day of the final, amended academic calendar shall be compensated at their contracted daily rate, provided the work requirement is four or more hours in total (applicable to single work sessions of 4 hours or longer, *or* work conducted over a period of multiple days). For applicable work conducted totaling less than four hours in duration, teachers will be compensated at their contracted hourly rate.

This provision does not apply to standard summer programming such as summer school/credit recovery, migrant education programming, or programming that is otherwise grant funded and has prescribed stipend guidelines or constraints.

N. 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.

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 to the building principal at least 24 hours in advance for prior approval. "Emergency" personal business days will be approved on an individual basis (i.e., with less than 24 hours of notice). Personal business days will not be approved for the day immediately preceding or following a school vacation for the purpose of extending the vacation. Approval for a personal business day immediately preceding or following a vacation will only be granted in special circumstances, at the discretion of the building principal.

3. When applicable, each teacher shall be entitled to bereavement leave, without loss of pay, in accordance with the following schedule:

   a. Five (5) days maximum during each school year for death of a spouse, child or parent.

   b. Three (3) days maximum during each school year for death of a relative other than spouse, child or parent.

   c. For father-in-law and mother-in-law out of state, Employees shall have 5 bereavement days.

   d. For father-in-law and mother-in-law in state, Employees shall have 3 bereavement days and can charge 2 sick days from their sick balance for a total of 5 days.

   e. One (1) day maximum during each school year for death of a friend (one instance per year).

   f. If additional time is needed, approval must be obtained from the Superintendent. If approved, additional time will be deducted from accumulated sick leave or will be unpaid leave.

4. Upon approval by the District, release time will continue to be granted by the Board, without loss of pay, upon reasonable notice and request by the teacher for a temporary school-connected service upon appointment (e.g., state appointed MDE committees, etc.). 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, if the completion of the continuing education coursework is requested by the district to ear credentials or certification in a district-identified area of shortage."

9. Leaves under paragraphs L. (5), (6), (7), and (8) will be granted subject to the following conditions:

    a. Written application for the proposed leave must be made as early as possible prior to commencement of the leave.

    b. The duration of the leave shall be for the remainder of a semester or school year or a full semester or school year at the option of the teacher, unless a shorter period is allowed by the Board. Those teachers electing to take a full calendar year leave shall return at the beginning of the first semester following the end of the full calendar year leave unless a shorter period is allowed by the Board.

10. Family Leave

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

    a. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth;

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

c. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition; or

d. the staff member's own serious health condition prevents him/her from performing the functions of his/her position.

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

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

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

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

    a. <u>Guaranteed Same Position Option</u>

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

        (1) Leave commences during the school year and return is within ninety (90) school days within the same school year;

        (2) Leave commences during the school year and return is at the beginning of the following school year;

        (3) Leave is effective at the end of the current school year and request is to return by the beginning of the second semester of the following school year;

        (4) Leave commences at the beginning of the school year and return is at the beginning of the following school year.

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

2. During such parental leave the teacher shall not be entitled to any pay or other fringe benefits, except as may be required by law. Such leave shall not constitute a break in service and shall not be counted as employment time for the purpose of salary schedule placement or seniority except as otherwise provided in this Agreement.

3. The employee cannot otherwise be employed during the period of such leave. If the employee becomes otherwise employed, he/she shall be subject to immediate return to work in an available position for which he/she is certified.

11. Sick Leave and Personal Leave Payout

Teachers with 55 days at the end of the school year are to be paid at the end of the subsequent school year for all unused days over 55 to a maximum of ten (10) days. The base payment rate shall be $50.00 per unused day.

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.

Upon termination of employment members will receive $50 per day for all unused sick and personal days or, upon termination of employment *for the purposes of retirement* from the Michigan Public School Employee Retirement system, members will receive $200 per unused day for all unused sick and personal days. Payment shall be made no later than the 22nd paycheck of the year.

O. Student 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.

P. Library Policy

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

Q. School Calendar

1. Teachers shall provide one hundred ninety (190) days of service of which one hundred eighty-one (181), with 380 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.

The district will produce a letter of agreement with the ICFT establishing its intent to apply for a waiver for the allowable amount of additional forgiven time (as defined and mandated by the Michigan Department of Education Pupil Accounting manual, Section 2.) Days, hours, and Attendance Requirements, A.3.) to be applied to instructional time that is canceled due to conditions not within the control of school authorities, such as severe storms, fires, health conditions and infrastructure issues.

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

R. Teacher Files

1. This Article will follow the Bullard-Plawecki Employee Right to Know Act.

2. Upon reasonable request, every teacher shall have the opportunity to review the contents of his/her personnel file. College credentials are specifically excluded from such review.

3. The teacher shall have the right to add pertinent documents to his/her file.

4. No teacher evaluation prepared by the Administration shall be placed in his/her file, unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such materials by affixing his/her signature on the actual copy to be filed, plus indicating approval or disapproval, with the understanding that such signature merely signifies that he/she has read the material to be filed and such signature does not necessarily indicate agreement with the

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

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

S. Duty to Warn

Between August 1st and June 1st, teachers shall provide notification to the District four weeks prior to terminating employment with the District. Teachers not providing notice as detailed herein will forfeit any severance, including sick day pay out from the district. Exceptions to this, as in case of death, or sudden disability, will be dealt with by the Superintendent and union leadership on a case-by-case basis.

ARTICLE VI

Salary

A. Salary Schedule

This salary schedule represents the parties' agreement to full step increases, as well as horizontal lane changes, as applicable on the established salary schedule. ICFT Members will receive a 3.0% wage increase in year one (SY 2024-2025), and a 2.5% wage increase in year two (SY 2025-2026). There will be a wage reopener in year three (SY 2026-2027).

2024-2025 full step + 3%					
Step	BA	BA+15	MA	MA+15	MA+30
3.0	43,198	45,464	48,040	50,722	53,554
3.5	44,328	46,669	49,385	52,092	54,967
4.0	45,457	47,872	50,729	53,460	56,382
4.5	46,646	49,142	52,149	54,905	57,871
5.0	47,835	50,412	53,569	56,348	59,359
5.5	49,086	51,747	55,070	57,868	60,927
6.0	50,336	53,081	56,570	59,390	62,492
6.5	51,653	54,488	58,153	60,993	64,143
7.0	52,968	55,895	59,737	62,596	65,793
7.5	54,354	57,377	61,411	64,287	67,532
8.0	55,738	58,860	63,083	65,978	69,269
8.5	57,195	60,418	64,848	67,759	71,096
9.0	58,653	61,978	66,614	69,539	72,923
9.5	60,186	63,620	68,480	71,418	74,849
10.0	61,720	65,263	70,344	73,296	76,773
10.5	63,334	66,991	72,313	75,275	78,801
11.0	64,948	68,721	74,284	77,256	80,827
11.5	66,647	70,541	76,364	79,340	82,962
12.0	68,346	72,362	78,444	81,424	85,095
12.5	70,301	74,441	80,860	83,833	87,534
13.0	72,254	76,521	83,279	86,243	89,973

2025-2026 full step +2.5%					
Step	BA	BA+15	MA	MA+15	MA+30
3.0	44,278	46,601	49,241	51,990	54,893
3.5	45,436	47,835	50,619	53,394	56,342
4.0	46,593	49,069	51,997	54,796	57,791
4.5	47,812	50,371	53,453	56,277	59,317
5.0	49,031	51,672	54,908	57,757	60,842
5.5	50,313	53,041	56,447	59,315	62,450
6.0	51,594	54,408	57,984	60,875	64,055
6.5	52,944	55,850	59,607	62,517	65,746
7.0	54,292	57,292	61,231	64,161	67,438
7.5	55,713	58,812	62,947	65,894	69,220
8.0	57,131	60,331	64,660	67,627	71,000
8.5	58,625	61,928	66,469	69,453	72,874
9.0	60,119	63,528	68,279	71,278	74,746
9.5	61,691	65,210	70,192	73,203	76,720
10.0	63,263	66,894	72,103	75,129	78,692
10.5	64,918	68,666	74,120	77,157	80,771
11.0	66,571	70,439	76,141	79,187	82,847
11.5	68,313	72,305	78,273	81,323	85,036
12.0	70,054	74,171	80,405	83,460	87,222
12.5	72,058	76,302	82,882	85,929	89,722
13.0	74,061	78,434	85,361	88,399	92,222

MA+30 Qualification for Degree Programs in Excess of 60 Credit Hours
Certified staff who have completed a master's degree program of 60+ credit hours qualify for placement in the MA+30 "lane" on the established teacher salary schedule.

B. Supplemental Salary Schedule

Step	2024-2027
1	$ 29,490
2	$ 31,640
3	$ 33,520
4	$ 35,360
5	$ 37,290
6	$ 39,170
7	$ 41,790
8	$ 44,520
9	$ 47,350

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 judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Contract shall continue in effect.

ARTICLE 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, ICFT officers, and made available to all members electronically.

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:

   1. Any matter subject to the procedures specified in the Teacher's Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended); provided, however, that any such matter may be subject to grievance at Step 2 of the grievance procedure only.

B. Wherever the term "superintendent of schools" is used, it is to include the Superintendent or any designee of the Superintendent upon whom the Superintendent has conferred authority to act in his/her place. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the singular is used, it is to include

the plural. Wherever "notice" is used, it is contemplated that such written notice be delivered personally or by registered mail.

Section 2. Informal Conferences

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

Section 3. Procedure for Adjustment of Grievances

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

Step 1

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

a. A grievance may be lodged and thereafter discussed with the principal:

(1) By a teacher accompanied by a Union representative;

(2) Through a Union representative, if the teacher so requests;

(3) By a Union representative in the name of the Union;

(4) By a teacher in person on his/her own behalf.

b. Within ten (10) school days after receiving the complaint, the principal shall communicate his/her decision in writing together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and two copies to the Union representative in person or by registered mail.

Step 2

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

a. Within five (5) school days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. The aggrieved teacher and the Union shall be given at least two (2) school days written notice of the hearing. At such hearing the principal, the aggrieved teacher and/or the Union shall be given a reasonable opportunity to be heard.

b. Within five (5) school days after the hearing on the appeal, the Superintendent shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved teacher, to the Union and to the principal in person or by registered mail.

Step 3

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

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

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

Section 4. Miscellaneous Provisions

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

B. If a grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at Step 2 of this procedure, without Step 1 thereof.

C. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement existing between the parties.

D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the teacher and/or the Union to lodge an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance.

E. The time limits specified in this procedure may be extended in any specific instance, by mutual agreement in writing.

F. At the request of the Union, principals shall make arrangements to allow reasonable time without the loss of salary for Union representatives to investigate grievances, provided classes are not disrupted. The Superintendent, after consultation with the Union, shall make the final determination as to what constitutes reasonable time.

G. Nothing contained in this Article or elsewhere in this Agreement shall be construed to allow anyone to present or process a grievance at any level on behalf of any employee without his/her consent.

H. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent the Union from presenting, processing a grievance or appealing at any level on its own behalf.

I. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent an individual employee from presenting and processing a grievance through the procedures provided in this Article, except that the Union shall be entitled to have a representative present at Step 2 and 3 or in arbitration of any grievance to state the position of the Union.

ARTICLE XI

Discipline and Discharge

The Board agrees that this provision shall be enforced in a manner that is fair, reasonable, and appropriate. No teacher on continuing tenure may be disciplined, given a written reprimand, demoted or discharged by the Employer for reasons that are arbitrary or capricious.

Suspensions with/without pay and incidents of discharge may be contested by tenured employees through the grievance procedure articulated in Master Teacher Agreement.

A. Investigations

1. The Administrator/Superintendent shall conduct an investigation of any alleged act or omission by a teacher that could result in disciplinary action.

2. Employees must cooperate in the investigative process and participate in investigative meetings and inquiries, as requested by the Employer.

3. The employee has the right to be accompanied by a Representative of the Union to any meeting, including but not limited to the investigative conference, that may or will result in disciplinary actions.

4. The investigation shall include, at minimum, interviews of appropriate persons and a meeting with the teacher to allow for an opportunity to respond to the complaint.

5. The Administrator/Superintendent may substitute another representative from the Union if a building representative is not available.

6. The Superintendent or their designee may place a staff member on administrative leave pending the completion of a disciplinary investigation of an alleged or suspected offense, infraction, or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty.

7. Disciplinary action will not be taken without first holding a conference with the employee to determine the facts of the incident.

8. After completion of the investigation, if discipline is to be imposed, it shall be executed in accordance with the provisions set forth in Section B.

B. Discipline

1. The discharge, demotion, or discipline of any staff member may be made only for a reason that is not arbitrary or capricious (MCL 38.101a).

2. Disciplinary action will not be taken on hearsay or anonymous complaints that cannot be substantiated.

3. It is understood that each meeting for disciplinary reasons shall be held in private. Prior to, or at, such meeting the administrator shall first inquire as to whether the teacher desires Union representation, and if he/she does, no disciplinary action shall be taken until such representation is present; however, the meeting shall not be unduly delayed.

4. If it is determined that the staff member has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of disciplinary action shall be guided by principles including, but not limited to, the following:
    a. The adequacy of and credibility of the evidence derived from the investigation
    b. The seriousness of the offense, infraction or misconduct
    c. The staff member's prior disciplinary and/or employment record
    d. The existence of any relevant aggravating or mitigating factors

5. When imposing discipline or giving reprimands, warnings, or criticism, confidentiality must be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

6. Disciplinary measures may include, but are not limited to, the following: verbal warning, written warning, written reprimand, paid or unpaid suspension, demotion as defined by the Teacher's Tenure Act, and discharge.

7. The district shall progressively apply discipline unless the seriousness or egregiousness of the staff member's conduct constitutes a major disciplinary infraction or misconduct.

8. Staff members will receive a copy of any official documents placed in their file within five days of a disciplinary action.

9. Staff members must be permitted to submit a rebuttal to any disciplinary action. The rebuttal will be attached to the letter of disciplinary action and will be placed in all files containing the disciplinary action. Rebuttals must be limited to no more than 5 pages of 8.5" x 11" standard copy paper.

10. Discipline less than an unpaid suspension may be contested through Step 1 and Step 2 of the grievance procedure outlined in the CBA.

11. Discipline resulting in an unpaid suspension or discharge may be contested through Step 3 of the grievance procedure outlined in the CBA.

12. No employee will be publicly reprimanded.

The President of the Union or designee will be given a copy of any written discipline imposed upon a bargaining unit member within 24 hours of such discipline.

Non-tenured (probationary) employees may not contest discharge via the grievance procedure, nor Arbitration. Evaluations and performance ratings in and of themselves are not to be considered discipline, however, incidents of misconduct can and should be noted in performance evaluations.

Discharge as a result of documented unsatisfactory performance, per the district's performance evaluation system, is not subject to grievance nor Arbitration. Tenured staff may appeal evaluation ratings per the process articulated in the teacher evaluation handbook and Master Agreement. Non-tenured employees may not appeal evaluation ratings.

ARTICLE XII

Layoff and Recall

For the purposes of this article, "Layoff" is defined as a reduction in personnel for economic or administrative reasons; specifically, a layoff is the separation of an employee from the District for lack of work or funds as determined by the employer, without fault or delinquency on the employee's part. "Recall" is defined as the reinstatement of a laid off employee to active status with the District.

District layoff and recall procedures are as follows:

It is the policy of the ICS Board of Education that all personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. The District shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

This policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of "needing improvement" or "developing" in preference to any properly certified and qualified teacher with a higher effectiveness rating as reflected in that teacher's most recent performance evaluation. This policy also shall not be applied to retain or recall a probationary teacher who has received a rating of either "needing improvement" or "developing" in preference to any properly certified and qualified teacher with a higher effectiveness rating. A probationary teacher who is rated as effective or, prior to July 1, 2024, as highly effective on his/her most recent annual performance evaluation is not subject to displacement under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers' Tenure Act.

The effectiveness of teachers as measured under the District's performance evaluation system developed under Section 1249 of the School Code or as otherwise collectively bargained must be used as a factor for personnel decisions.

The following shall also be used for personnel decisions made under this policy:

1. The teacher's disciplinary record.

2. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

3. Evidence of student growth.

4. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

5. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

6. The teacher's attendance record.

7. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

8. Length of service, when all other factors, as listed above, are considered equal amongst the potentially affected teachers.

Prior to finalizing a reduction of staff, the Superintendent or their designee will meet with the Union to explain and discuss the proposed reduction(s).

Employees to be placed on layoff must be notified as soon as possible after the decision for layoff has been made. The Board agrees to provide the Union with a list of names of employees being laid off, and such notice must be sent at the same time that it is issued to the affected employees.

Each employee on layoff shall be required to provide the district personnel office in writing with the current address to which a letter of recall may be sent. If a recall opportunity exists, a letter must be mailed to the employee, certified mail, return receipt requested.

A tenured employee who has been laid off will maintain recall rights for thirty-six (36) months from the date of layoff or until they refuse a recall opportunity, fail to respond to a recall letter, submit resignation, or accept employment in another school district, whichever is less. The Superintendent can decide not to recall a laid-off teacher if:

1. The district's educational interests would not be furthered by recalling them.

2. No laid-off teacher meets the certification and qualification requirements for the vacant position.

First through third-year probationary teacher have no legal standing to question the Board's authority in layoff situations; therefore, if they are laid off, they have no statutory right to a hearing before either the Board of a Tenure Commission.

Employees will be recalled to a position/program for which they hold certification in reverse order of layoff when a vacancy occurs.

An employee offered a recall opportunity must notify the Employer in writing of his or her intent to return to work within fourteen (14) calendar days of receipt of the Employer's offer.

ARTICLE XIII

Performance Evaluation

The parties agree to incorporate all of the requirements for teacher performance evaluations established by MCL 380.1249, and as amended by 2023 PA 225 including but not limited to evaluation system requirements, year-end evaluations, classroom observations, evaluation ratings, evaluation review procedures, training teachers and evaluators, evaluation transparency, and pupil assignment restrictions into this agreement. All teacher performance evaluation requirements established in MCL 380.1249 as amended by 2023 PA 225 are fully enforceable through this contract's grievance procedure and are subject to binding arbitration. Following a finding that the employer has failed to comply an arbitrator may grant any remedy which is appropriate to the violation including expungement of any evaluation which is the product of non-compliance. In the event that MCL 380.1249 as amended by 2023 PA 225 is further amended, upon request of either party, the parties shall bargain the impact of such amendment on this Article.

Performance Evaluations

The Board and the Union recognize that the primary purpose of teacher evaluation is professional improvement. The following procedures are implemented in compliance with Public Act 224, as required by the Revised School Code. The Board has formally adopted the Framework for Teaching: Evaluation Instrument (Danielson, 2022) to evaluate teachers. The district evaluation tool will be assessed yearly to determine if it meets district needs. Other evaluation tools may be considered with the involvement of district teachers and administrators.

Year-End Evaluations

1. Except as otherwise provided in this article all teachers will receive a year-end evaluation. Year-end evaluations will result in a rating of teachers as one of the following:

    a. Effective

    b. Developing

    c. Needing Support

2. The year-end evaluation will be measured using the Danielson Framework and Student Learning Objective (SLO) metrics. Any other factor used as a basis for this portion of the evaluation must be mutually agreed upon between the Board and the Union and will be included in the Collective Bargaining Agreement.

    Metrics must be the basis for twenty percent (20%) of the teacher's year-end evaluation rating. Metrics means student growth and assessment data or student learning objectives. Student learning objectives are measurable, long-term, academic goals, informed by available data, and developed in collaboration with

teachers and building administrators. Metrics used to assess student growth must be approved, before use, by a building administrator or evaluator.

The evaluation process is fully enforceable by the grievance and arbitration procedures outlined in the contract. The evaluation tool will be used to determine teacher effectiveness and inform decisions for developing and improving teachers. Any other factor used as a basis for this portion of the evaluation must be mutually agreed upon by the Board and the Union and will be included in the CBA.

3. The year-end evaluation must include specific performance goals that will assist in improving effectiveness for the next school year. Performance goals must be identified in consultation with the teacher. The school administrator or designee conducting the evaluation will identify training, in consultation with the teacher, that would assist the teacher in meeting these goals.

4. The year-end evaluation and feedback concerning the evaluation must be provided in writing to the teacher. If a written evaluation is not provided to the teacher, the teacher is deemed effective.

5. Final evaluations will be delivered to the teacher no later than five (5) school days before the last contractual work day unless both the Union and the evaluator agree on the need for an extension of time.

6. Unless otherwise agreed upon by the union and district, teachers not provided with a written year end evaluation are deemed effective.

Evaluation Ratings

All teachers will receive a summative year-end evaluation rating. For teachers exempt from the formal observation process, summative evaluations will include the prior year's Measures of Instructional Practice score combined with the current year's student student growth and assessment data, according to the calculation method articulated in the ICS teacher evaluation system.

Summative rating categories are:

- Effective
- Developing
- Needing Support

A teacher may receive an overall year-end performance evaluation effectiveness label of needing support if: (1) the teacher receives a needing support rating in any evaluation domain, and (2) in the judgment of the teacher's evaluator(s), the teacher's deficient performance in that domain is so pervasive that it substantially interferes with the teacher's ability to perform his/her responsibilities as an educator within the District, regardless of the evaluation ratings in any other domain.

Teacher Consistently Rated as Effective or Higher

1. A teacher who is not probationary under section 1 of the Tenure Act and is rated effective or highly effective on the 3 most recent consecutive year-end evaluations will be evaluated triennially instead of annually.

2. If the teacher's rating on one of these evaluations is not effective, the teacher must be evaluated annually.

3. During the transition to the new evaluation system, teachers who are eligible for evaluation on a triennial cycle will be placed on a new evaluation schedule as mutually determined by the Union and District, and using seniority as the primary factor in scheduling considerations. This will be enacted for the 2024-2025 school year only.

4. Administration may initiate the evaluation process during a year in which a teacher is *not* scheduled for a yearly observation cycle, provided that notice is given no later than thirty (30) calendar days after the first contracted day of the school year, or anytime thereafter.

5. Probationary teachers and teachers rated as developing or needing support are ineligible for exemption from annual evaluations.

Teachers Rated as Developing or Needing Support for 3 Consecutive Years

A teacher rated as developing or needing support on 3 consecutive year-end evaluations will be terminated from employment with the district.

Designating Teachers as Unevaluated

A teacher must not be assigned an evaluation and shall be designated as unevaluated during a school year in which any of the following apply to the teacher:

1. The teacher has worked less than 60 days in that school year.

2. The teacher's evaluation results were vacated through the grievance procedure described in MCL 380.1249 (l).

3. There are extenuating circumstances for which the teacher and the employer agree to designate the teacher as unevaluated.

If a teacher receives an unevaluated designation due to factors #2 or #3 above, the teacher's rating from the prior school year will be used for purpose of calculating a summative evaluation rating, as needed.

Observations

1. All teachers will be observed at least twice in any year in which they are evaluated. One observation will be pre-scheduled with the teacher, and one observation will take place at the convenience of the evaluator during a week mutually agreed upon by the teacher and evaluator.

2. The school administrator responsible for the teacher's performance evaluation must conduct both observations. Only those observers trained in the use of the evaluation tool may conduct observations.

3. Classroom observations must be not less than 15 minutes in length but do not have to be for an entire class period.

4. The observation shall include a review of the teacher's planning and preparation, lesson plan, state curriculum standard(s) being addressed in the lesson, pupil engagement, the learning environment, learning experiences, and items of principled teaching. These items must be discussed during a post-observation meeting between the school administrator conducting the observation and the teacher being evaluated.

5. Within 30 calendar days after each observation, the observer must provide the teacher with written feedback from the observation.

6. Teacher evaluations prepared by the evaluator(s) shall not be limited to the observations of the classroom visitations. Any information that may negatively impact a teacher's evaluation shall be communicated to the teacher within thirty (30) days of the occurrence and/or prior to the final conference, whichever may occur first.

7. It is understood that no member of the Union will conduct observations as part of a teacher's evaluation.

8. Hearsay or unverified anonymous complaints that may negatively impact a teacher's evaluation and cannot be substantiated shall not be included as part of the evaluation process.

Student Growth and Assessment Data

Student Learning Objectives (SLO) are measurable, long-term, academic goals, informed by available data that a teacher sets at the beginning of the year for all students. Associated student growth goals will be discussed, reviewed and approved during teacher/evaluator goal meetings prior to teachers being observed. Student growth and attainment of established goals will be discussed and reviewed during a year-end goals conference with the teacher and evaluator.

1. Twenty percent (20%) of the summative evaluation rating will be based upon two SLO's developed by the teacher in collaboration with PLC and/or department teams, which are aligned with school improvement goals whenever feasible. In order to be used in the student growth component of the teacher evaluation, SLOs must first be approved by a building administrator or evaluator.

2. One or more of the following must support SLO outcomes and proficiency:

    a. Standardized test scores

    b. Formative assessments

    c. Summative assessments

    d. Student work samples that are part of a comprehensive portfolio of student performance

    e. Teacher-developed assessments

    f. Achievement of individualized education program (IEP) goals

3. All teachers, including those exempt from a yearly observation cycle, will generate these student growth measures for which they are accountable. All teachers will participate in the student growth and assessment process articulated herein.

Evaluation Scoring

The summative evaluation score for teachers will be based on teacher performance in the following areas:

1. The Measures of Instructional Practice (MIP)

    a. The Measures of Instructional Practice will consist of evaluators' observations of teacher performance in the four domains of the Danielson Framework for Teaching (2022).

    b. The domains will be equally weighted in calculating a teacher's MIP score.

    c. The MIP score will account for 80% of the summative evaluation score.

2. SLO data (Student Growth Goals) are described in section VII of this Teacher Master Agreement.

    a. Student Growth Measures will account for 20% of the summative evaluation score.

Teachers earn one of the following overall effectiveness ratings based on the calculated evaluation score:

Evaluation Score	Associated Effectiveness Rating
80-100	Effective
70-79	Developing
0-69	Needing Support

Teachers earning an overall rating of Needing Support in any one of the four Danielson domains, the teacher shall not receive an overall year-end rating other than Needing Support.

Teachers earning an overall rating of Developing in any one of the evaluation domains shall not receive an overall year-end rating higher than Developing.

Additional Support for Certain Teachers

The provisions in this section apply to teachers who are in the first year of the probationary period under Public Act 224, all teachers in their first year of employment with the BOARD, and those who received a rating of Developing or Needing Support in the most recent year-end evaluation.

For those teachers identified above, the school administrator or designee who conducted the evaluation must develop, in consultation with the teacher, an individualized development plan (IDP) that includes performance goals and training designed to assist the teacher and to improve the teacher's Effectiveness.

1. The IDP will include a purpose and a set of goals that will assist in improving effectiveness for the next school year. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as, support given by the administrator.

2. An IDP resulting from a rating of Needing Support/Developing Year-End Evaluation rating shall require that the teacher make progress toward the individual development goals of the IDP within a specific time period, as set by the evaluator(s).

3. In no event shall the IDP as provided hereunder, exceed 180 days.

Nothing shall preclude the District or evaluator(s) from placing a teacher on an IDP at any time that an issue or concern regarding the performance of a teacher occurs. In such instances, the following procedures will be followed:

4. Except in cases where it is not appropriate to delay the implementation of the IDP process, teachers shall first be given thirty (30) days written notice of any matter of concern, allowing the teacher to address the matter before the formal issuance of an IDP.

5. If the matter remains unresolved, the school administrator or designee will develop, in consultation with the teacher, an IDP that includes performance goals and training designed to assist the teacher and to improve the teacher's Effectiveness.

6. If the teacher is exempt from the yearly observation cycle, and the evaluation process is not initiated before the 60th day of school, an IDP may be developed, which may or may not include a recommendation to initiate the full evaluation process.

7. The IDP will include a purpose, and a set of goals that will assist in improving effectiveness. The purpose will include the specific rationale for implementation, including statements of concern. The goals will list a detailed plan for the teacher, as well as support given by the administrator.

8. Teachers placed on an IDP must receive a midpoint progress report between the enactment of the IDP and the end of the current school year. The IDP must be developed by the school administrator conducting the year-end evaluation or their designee, in consultation with the teacher which

    a. Is aligned with the teacher's IDP and based at least in part on student achievement.

    b. Includes specific performance goals for the remainder of the school year.

    c. Includes recommended training that would assist the teacher in meeting identified goals.

    d. Is developed in consultation with the teacher and includes goals and support that are designed to assist the teacher in improving their rating.

    e. Is supplemental and in addition to the year-end evaluation.

    f. Teachers placed on an IDP will be assigned a mentor.

Training Teachers and Evaluators

The employer will provide training to the teacher on the evaluation tool and how the tool is used. All evaluators and observers must be trained by an individual with expertise in the evaluation framework and tool. By no later than September 1, 2024, and every 3 years thereafter, any individual who conducts a performance evaluation under this section, including classroom observations, must complete a rater reliability training provided by the district.

This training must include all of the following:

1. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance.

2. Clear expectations for what evaluators should look for when assessing teacher performance, including identifying key behaviors and practices that are associated with effective teaching.

3. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

4. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

5. Ongoing support for evaluators, including feedback and coaching to help the evaluators improve their skills and ensure they consistently apply the evaluation criteria.

Evaluation Transparency

The district must comply with all provisions of MCL 380.1249 as amended by 2023 PA 225, related to posting information about the evaluation tool and evaluation system on its public website. (3)a - (3)f.

Compliance with Section 1249a.

The parties acknowledge that MCL 380.1249a(1) requires that the district shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective or needing support on the teacher's 2 most recent annual year-end evaluations.

The parties agree that the district will comply with all provisions in MCL 380.1249a(2). The parties agree that the district will first notify the Union that it is unable to comply with subsection (1) before any notification is sent to the pupil's parent or legal guardian under this section. The parties agree to discuss plans for pupil assignment, with ample time to address any MCL 380.1249(1) compliance concerns before providing any notification to the pupil's parent or legal guardian under MCL 380.1249a(2).

If, after discussion with the Union, the district is still unable to comply with subsection (1), the parties will jointly decide the content, format, and procedures for the notification to parents or legal guardians required under Section 1249a.

Evaluation Rating Review / Appeals

A tenured teacher rated as Needing Support on a year-end evaluation may request a review of the current evaluation rating by the Superintendent/designee according to the following:

1. The request for review must be submitted in writing within fourteen (14) calendar days after the teacher is informed of the rating.

2. Upon receipt of the request, the school district Superintendent or designee (central office administrator) shall review the evaluation and rating and make any modifications as deemed appropriate by the Superintendent/designee.

3. The teacher must receive a written response regarding this review no later than fourteen (14) calendar days after receipt of the request for a review and before making any modifications.

4. If the written response does not resolve the matter, the teacher or the FEDERATION may request ~~for~~ mediation as provided for in MCL 380.1249b.

5. The request for mediation must be submitted in writing within fourteen (14) calendar days after the teacher receives the written response from the school district.

6. Within fourteen (14) calendar days of the receipt of the request, the school district Superintendent/designee must provide a written response to the teacher and the Union stating the mediation will be scheduled as appropriate.

7. A review under this section may not be requested more than twice in a three (3) school year period.

A tenured teacher rated as Needing Support on 2 consecutive year end evaluations may use the grievance procedure that concerns the teacher's second (current) evaluation rating and the evaluation process.

In such cases as the collective bargaining agreement does not contain a grievance procedure that ends in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration with the American Arbitration Association within 30 calendar days after the teacher receives the written response from the district Superintendent/designee.

Non-tenured teachers and teachers placed on probationary status with the district may not appeal evaluation ratings.

Discharge as a result of documented unsatisfactory performance, per the district's performance evaluation system, is not subject to grievance nor Arbitration. Tenured staff may appeal evaluation ratings per the process articulated in the teacher evaluation handbook and Master Agreement.

Enforcement of this Article

Following a finding that the employer has failed to comply with the evaluative process as articulated herein, an arbitrator may grant any remedy which is appropriate to the violation including expungement of any evaluation which is the product of non-compliance.

ARTICLE XIV

Duration and Timelines for Bargaining

This Agreement shall be effective as of August 13, 2024, and shall continue in full force and effect until August 16, 2027. At any time subsequent to February 1, 2027, 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.

A. 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.

B. An Emergency Manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1531, may reject, modify, or terminate this collective bargaining agreement as provided by that law. The Union reserves the right to assert that this provision is not enforceable or binding on either party to this Agreement.

Article XV

Union Dues and PAC Collections

Consistent with the requirements of Michigan's Public Employment Relations Act (PERA), each Employee has the choice of whether or not to become a union member and pay dues.

A. Payroll Deduction of Union Dues

1. Each Employee who chooses to become a member of the Union shall complete and sign a Union membership form, which shall authorize the deduction of Union dues from their wages.

2. The membership form shall be prepared by the Union and be acceptable to the Employer, provided that the Employer may not unreasonably reject the text of the form. The Union may change the text of the form from time to time and the Employer shall be provided notice of any change and a copy of the modified form.

3. The Union shall provide the District with a list of persons who are members of the Union and wish to have dues deducted. Upon receipt of that list, the Employer will deduct the appropriate amount of dues and service fees from Union members' wages on the second pay of each month from September through June.

4. The Union shall notify the Employer of the amount of dues to be collected in August for the following school year.

5. Monies so deducted will be provided to Union officials via a district-issued check no later than fifteen (15) business days following each deduction. Paper checks will be issued until such time as a platform for electronic transfer to the Union back account is established.

6. A data file documenting each deduction will be transmitted to the Union in a mutually agreeable electronic format no later than fifteen (15) business days following each deduction.

B. Change of Member Status. To withdraw their authorization of membership dues deduction, an Employee must notify the Union in writing that they wish to withdraw from membership and remove their authorization of dues deduction. The union will communicate change status requests to the Employer for cessation of dues collection. Change status requests will be processed twice yearly. Change status requests made prior to the end of a semester will be processed at the conclusion of that semester. Change status requests made after the conclusion of the first semester will be processed at the conclusion of the current school year.

C. Indemnification. The union agrees to defend, indemnify, and hold the Employer harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the Employer shall give timely notice of such action to the Union. The Employer agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

D. Processing Fee. The union agrees to a processing fee of $2/dues paying member/month to offset the Employer's costs related to dues collection and processing.

Article XVI

Instructional Services from Other Agencies

In situations in which the Board is unable to fill open positions with certified staff, when posted for a reasonable amount of time, the Board may subcontract until such time that the position can be filled by a member of the bargaining unit. The Board agrees to consult with the Union president prior to subcontracting to other agencies.

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

BOARD OF EDUCATION OF THE IMLAY CITY COMMUNITY SCHOOL DISTRICT

By _____
Sharon Muir, President

and _____
Greg Dennis, Vice President

IMLAY CITY FEDERATION OF TEACHERS, AFT-AFL-CIO

By _____
Amy Bosma, President

and _____
Douglas Sloan, Negotiator

APPENDIX

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

1. Certified personnel may be given credit for each year when beginning employment with the Imlay City Community Schools.

2. The Board may grant full experience credit (years of service) for the following:

   a. Peace Corps

   b. Exchange Teaching

   c. Sabbatical Leave

   d. All Years of Service Inside the System (upon return to service of a previously appointed teacher)

   e. Military Service (when it interrupts teaching in Imlay City)

   f. As Required by Law

B. Longevity

Longevity rates will increase $500 in contract year 24-25, and an additional $500 in contract year 25-26.

Longevity	2024/2025		2025-2026
After 15 Years	$1350		$1850
After 20 Years	$1500		$2000
After 25 Years	$1700		$2200
After 30 Years	$1900		$2400

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

C. Severance

In recognition of service to the District, a payment of $60 per each year of service to the Imlay City School District will be paid to the employee upon resignation from the District. To be eligible for the payment, employees must have worked a minimum of ten (10) years in the District and worked 90% of the scheduled days in their final year of service UNLESS a doctor's note excuses the employee's absences or the employee has an approved FMLA leave.

D. Retirement Declaration Incentive

The District provides an early declaration incentive for notification of retirement on or before June 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. Hourly Compensation

1. The hourly teacher rate for academic programs, which are directly related to student instruction (e.g., summer school, etc.), shall be $25.00. Enrichment programs shall be paid at a different rate.

2. The rate for teachers who are asked to substitute for teachers during their conference period shall be paid $30.00 per conference period.

F. Insurance

The Board shall provide health insurance benefits to all eligible teachers and shall contribute funds in the following manner:

For the 2024 year, the Board's contribution for health plan medical benefit costs shall not exceed the following amounts annually:

Single:	$7,702.85
Two Person:	$16,109.06
Family	$21,007.83

For the 2025 year, the Board's contribution for health plan medical benefit costs shall not exceed the following amounts annually:

Single:	$7,718.26
Two Person:	$16,141.28
Family	$21,049.85

For subsequent years, the monthly amount shall be adjusted according to the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available.

The district will deposit 33% of the district health savings amount as calculated for each plan (above) for newly hired teachers at the time of hire/initiation of their contract.

If the Board payment for the annual cost for medical benefit plans offered by the District to teachers exceeds the "hard cap" established above, teachers will be required to pay the amount over the cap via payroll deduction.

Such allowance shall apply only to those teachers not otherwise insured under the health and accident insurance of a spouse, except when both spouses are insured hereunder. Employees and dependents cannot be double insured.

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

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

The Board shall provide EyeMed vision insurance with the following in-network coverage:

Exam 100%
Regular Lenses..... 100%
Bifocal Lenses..... 100%
Trifocal Lenses..... 100%
Lenticular Lenses 100%
Contacts..... 100%
Frames.....$150.00

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

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

G. Board Paid Annuity

The Board shall pay an amount of $300.00 per month, beginning on January 1, 2015, to an employee in lieu of health insurance. The cash opt-out amount will be fully taxed. The employee may indirectly avoid paying state and federal income taxes on the cash received by contributing all or part of the cash opt-out amount to a Board-approved tax-sheltered annuity. A separate salary reduction agreement authorizing the Board to reduce the employee's pay by the amount chosen to contribute to the tax-sheltered annuity must be completed.

H. Sabbatical Leave

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

I. Jury Duty

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

J. Extra Duties

1. Dances Each person, exclusive of Sponsors $12.00

2. Timing & Scorekeeping at Athletic Contests (Per game):

   a. Home Football & Basketball Games--2 People @ $15.00 each
   b. Away Basketball & Football Games--1 Person @ $15.00 each

3. Supervision of Athletic Contests in Lieu of Athletic Director/Principal

   $15.00 -- 1 contest $25.00 -- 2 contests

K. Contractual Extra Duties

1. Class Sponsor

		Sponsor	Assistant
a.	Senior	2.25%	1.6%
b.	Junior	2.25%	1.6%
c.	Sophomore	1.5%	1%
d.	Freshman	1.5%	1%

2. Band Director

   The H.S. Band Director extra duty pay will be 12% of the appropriate step on the supplementary salary schedule.

3. Theatre Director

   The Theatre Director extra duty pay will be 12% of the appropriate step on the supplementary salary schedule. This individual serves as Artistic Director of Fall Play and all standard theatre productions at the secondary level, Night at the Improv Director, Thespian Festival Competition, International Thespian Festival Competition (in years students qualify to compete), Artistic Director of Holiday Spectacular, two (2) showcase performances for theatre classes each year.

4. Choir

   The Choir Director will receive an 8% stipend of the appropriate step on the supplementary salary schedule.

5. Art

   Art teachers will be paid $100 per showing when asked to display artwork outside a regular scheduled workday. Maximum of 3 showings per year, approved by

building principal. Additional showings approved by superintendent or his designee.

6. Director of Dance

   The Director of Dance will receive a 12% stipend of the appropriate step on the supplementary salary schedule. The Director will choreograph, teach and rehearse standard theatre productions at the secondary level, choreograph, teach and rehearse at least two (2) dance class showcases each year. Choreograph, teach and rehearse Holiday Spectacular, Thespian Festival Competition, International Thespian Competition (in years students qualify to compete), choreograph show choir.

7. Artistic Director, District-Wide Integrated Performing Arts Production 8%
8. Choreographer, District-Wide Integrated Performing Arts Production 5%
9. Orchestra Conductor, District-Wide Integrated Performing Arts Production 4.5%
10. Vocal Music Conductor, District-Wide Integrated Performing Arts Production 5%
11. Technical Director / Technician, District-Wide Integrated Performing Arts Production $1500
12. High School Testing Coordinator Assistant 2.7%
13. Middle School Testing Coordinator Assistant 2.0%
14. Borland Elementary Testing Coordinator Assistant 1.5%
15. WIDA Test Coordinator Assistant 1 2.7%
16. WIDA Test Coordinator Assistant 2 2.0%
17. Yearbook (Outside School)..... $1,200
18. Middle School Yearbook $500
19. Elementary Music Program (Per Program)..... $300
20. Senior High Student Council 5.5%
21. Middle School Student Council..... $450
22. Club Sponsors $200
23. National Honor Society..... $400
24. Borland Student Council..... $450
25. Technology Coordinator $4,000
26. Senior High Robotics Coach.....5.5%
27. Senior High Quiz Bowl Coach 3.0%
28. Middle School Robotics Club..... $1500
29. Borland Drama Club Sponsor..... $300

30. Venture Mentor ..... Refer to page 59

31. Mentoring

Teachers accepting mentoring responsibilities for non-tenured certified 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.

Teachers accepting mentoring duties of non-certified teachers will receive $1500 per mentee.

32. Coaching

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

Head Varsity Football 12%
Assistant Varsity Football (2 positions) 10%
Head JV Football 9%
Assistant JV Football 9%
Head Freshman Football 9%
Assistant Freshman Football 9%

Varsity Basketball 12%
JV Basketball 9%
Freshman Basketball 9%
Assistant Basketball 10%

Girls Varsity Basketball 12%
Girls Assistant Basketball 10%
Girls JV Basketball 9%
Girls Freshman Basketball 9%

Girls Varsity Volleyball 12%
Girls Varsity Assistant 8%
Girls JV Volleyball 9%
Girls Freshman Volleyball 9%

Cross Country 10%
Cross-Country Varsity Assistant 6%

Boys Golf 10%

Girls Golf..... 10%

Varsity Baseball 10%
Baseball Varsity Assistant..... 6%
JV Baseball..... 8%
Freshman Baseball 7%

Girls Varsity Softball..... 10%
Softball Varsity Assistant..... 6%
Girls JV Softball..... 8%

Head Varsity Track (Boys & Girls) 10%
Assistant Track..... 8%

Tennis (Boys and Girls) 10%
Varsity Assistant Boys 6%
Varsity Assistant Girls..... 6%

Boys Soccer..... 10%
Boys Varsity Assistant 6%
Boys JV Soccer 8%

Girls Soccer..... 10%
Girls Varsity Assistant..... 6%
Girls JV Soccer..... 8%

Wrestling 12%
Assistant Wrestling..... 10%

8th Grade Football..... 5%
8th Grade Football Assistant 3%

7th Grade Football..... 5%
7th Grade Football Assistant 3%

Intramural Football (Flag)..... 2.5%
Intramural Basketball 2.5%

Middle School Basketball (Boys/Girls)
8th Grade 5%
7th Grade 5%

Middle School Wrestling..... 5%

Middle School Volleyball
8th Grade 5%
7th Grade 5%

Middle School Track (Boys/Girls) 5%

Middle School Softball..... 5%

Middle School Cross Country 5%

Varsity Boys Bowling Coach 6%
Varsity Girls Bowling Coach 6%
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%
Varsity Assistant..... 6%

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.

L. Health Care Committee

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

M. Elementary and Middle School Compensation for Extra Duty

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

N. Compensation for School Improvement Team Members

Each building will have $3,000 to be distributed to teachers serving on each building's School Improvement Team. Each School Improvement Team will determine how these funds will be distributed among the Team.

O. Part-time Teachers

1. Half-time or less -- Salary Pro-rated

2. Half-day or more -- Salary Prorated plus conference period if on duty.

3. All fringe benefits to be pro-rated. If the teacher desires full benefits he/she shall pay the balance of the benefit cost.

P. 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.

Q. Teacher Admission

Teachers shall be admitted free to all home athletic contests.

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

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

T. 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.

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

V. Salary Schedule

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

Parameters/Requirements of "Planned Program":

1. Teachers may choose to follow the District "planned program" instead of an advanced degree beyond the Master's degree. All teachers who participate (accumulate credits for MA+15 and MA+30) must have a Master's degree.

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

3. Course work must support the District goals and focus.

4. Course work must support NCA/School improvement Goals.

5. Administrator approval.

6. Topics that are pre-approved:
    a. Effective Instruction
    b. Lesson Design
    c. Differentiated Instruction
    d. Interdisciplinary Instruction
    e. Inquiry-Based Learning
    f. Authentic/performance Assessment
    g. Strategies to meet the needs of under-resourced learners

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. The Board 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 Board 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 Board 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 Board 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 Board within 20 days of such accident or illness. At the expiration of the leave, the employee shall be reinstated to a bargaining unit position for which the employee is qualified.

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

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

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

HIGH SCHOOL DEPARTMENT CHAIRS

Guidelines Adopted:

I. A departmental chair structure will be implemented in the Imlay City High School.

II. High School department chairs will be selected for departments that have 13 or more sections.

III. Department chairs will have the following qualifications:

1. Tenure in the District and three years' experience in the department;

2. Major in the field of teaching;

3. A permanent/continuing teaching certificate;

4. Knowledge of curriculum development in their subject; and

5. Teach three or more hours within the department.

IV. Department chairs will be selected according to this procedure:

1. Positions for departments will be posted annually by May 1.

2. Applicants will submit their names to the principal according to posting procedures.

3. When there are two or more applicants for a position from a department, the principal shall select one of them to be the chair by May 15.

4. If there is only one applicant, the principal may reject or veto the applicant.

5. If the veto is exercised, or if there are no applicants, the department shall select one person to be the chair, subject to the approval of the principal and Union president. This process will be concluded by May 30.

V. Duties

1. The department chair shall act as a curriculum advisor to the department. Included in this would be:

a. The development of department objectives, and student outcomes;

b. Coordinating the evaluation of textbooks for adoption;

c. Reviewing of standards for grading within the department;

d. Acting as an advisor in orientation of new teachers in their department;

e. Provide written course outlines for each course;

f. Prepare requisitions for departmental textbooks.

2. The department chair will act as a liaison between the department and the principal in the following areas:

a. Textbook selection;

b. Curriculum coordination;

c. Recommendations for change within the department;

d. Development and administration of the department budget;

e. Receipt and disbursement of supplies as ordered in the budget;

f. Preparation of annual textbook inventory.

3. The department chair will assist the principal in the following areas:

a. Coordination of and communicating teacher assignments (this would not interfere with the teacher contract provisions nor the administrator's responsibility in determining assignments);

b. Development of the master schedule and the student registration procedure;

c. Teacher selection;

d. Public relations and news releases;

e. Scheduling and conducting in-service conferences;

f. Monthly meetings of department chairs after student hours;

g. Plan, call and conduct regular department meetings;

h. Work with the department to ensure course content coverage.

4. Department chairs shall direct the implementation of the state core curriculum.

5. Department chairs shall monitor departmental staff for compliance with the state core curriculum.

6. Department chairs shall attend the eighth grade orientation program and the high school honors convocation.

7. The above duties are not necessarily all inclusive. Additional duties may be added upon mutual consent of the teachers' Union and the Administration.

8. Performance objectives for the above duties are to be determined by the chair together with the teachers of his/her department and the principal.

VI. Departments not represented by a chair shall be represented by a teacher who will meet periodically with the chairs and the principal.

VII. Department chairs will serve from September 1st through August 31st for a one-year appointment.

VIII. Department chairs will be paid $35.00 per section in their department. Department representatives will be paid $10.00 per meeting (minimum of two meetings per year).

MIDDLE SCHOOL SUBJECT AREA CHAIRS

Guidelines Adopted:

I. A subject area chair structure will be implemented in the Imlay City Middle School.

II. Middle School subject area chairs will be selected for subjects that have 13 or more sections.

III. Chairs will be selected for the following subjects: Math, Science/Technology, Social Studies, Language Arts, and one for all other areas:

IV. Subject area chairs will have these qualifications:

1. Tenure in the District and three years' experience in the subject area;

2. A permanent/continuing teaching certificate;

3. Knowledge of curriculum development in their subject; and

4. Teach within the areas.

V. Subject area chairs will be selected according to this procedure:

1. Positions for subject area chair will be posted annually by May 1.

2. Applicants will submit their names to the principal according to posting procedures.

3. When there are two or more applicants for a position from a subject area, the principal shall select one of them to be the chair by May 15.

4. If there is only one applicant, the principal may reject or veto the applicant.

5. If the veto is exercised, or if there are no applicants, the subject area staff shall select one person to be the chair, subject to the approval of the principal and Union president. This process will be concluded by May 30.

VI. Duties

1. The subject area chair shall act as a curriculum advisor to the department. Included in this would be:

    a. The development of department objectives, and student outcomes;

    b. Coordinating the evaluation of textbooks for adoption;

    c. Reviewing of standards for grading within the subject area;

    d. Acting as an advisor in orientation of new teachers in their subject area;

    e. Provide written course outlines for each course; and

    f. Prepare requisitions for subject area textbooks.

2. The subject area chair will act as a liaison between the subject area and the principal in the following areas:

    a. Textbook selection;

    b. Curriculum coordination;

    c. Recommendations for change within the subject area;

    d. Development and administration of the subject area budget;

    e. Receipt and disbursement of supplies as ordered in the budget; and

    f. Preparation of annual textbook inventory.

3. The subject area chair will assist the principal in the following areas:

    a. Coordination of and communicating teacher assignments (this would not interfere with the teacher contract provisions nor the administrator's responsibility in determining assignments);

    b. Development of the master schedule and the student registration procedure;

c. Teacher selection;

d. Public relations and news releases;

e. Scheduling and conducting in-service conferences;

f. Monthly meetings of subject area chairs after student hours;

g. Plan, call, and conduct regular subject area meetings; and

h. Work with the subject area staff to ensure course content coverage.

4. Subject area chairs shall direct the implementation of the state core curriculum.

5. Subject area chairs shall monitor staff for compliance with the state core curriculum.

6. The above duties are not necessarily all inclusive. Additional duties may be added upon mutual consent of the teachers' Union and the Administration.

7. Performance objectives for the above duties are to be determined by the chairs together with the teachers of his/her subject area and the principal.

VII. Subject areas not represented by a chair shall be represented by a teacher who will meet periodically with the chairs and the principal.

VIII. Subject area chairs will serve from September 1st through August 31st for a one-year appointment.

IX. Subject area chairs will be paid $35.00 per section in their subject area. Subject area representatives will be paid $10.00 per meeting (minimum of two meetings per year).

X. Elementary Department Chair — Each elementary building will have five department heads at $650 per year.

MENTOR TEACHERS – VENTURE HIGH SCHOOL

Guidelines Adopted

I. Purpose and Scope.

a. The goal is to define the role and responsibilities of "Mentor Teacher to Venture High School Students," (heretofore referred to as *Mentor Teacher*) and articulate the method of reimbursement for teachers serving in this role.

II. Role and Responsibilities of the Mentor Teacher

a. Mentor teachers will conduct a minimum of 10 contact hours/semester with assigned students on-site at Venture High School.

b. Mentor teachers will establish a method by which ongoing virtual contact (email, Moodle, Blackboard) will be maintained with assigned students, and a schedule, approved by the Imlay City High School Principal, by which virtual correspondence will take place.

c. Mentors will correspond regularly with students to answer content questions and/or provide examples and descriptions of content virtually and during on-site contact hours.

d. Mentors may be required to participate in sessions designed to train teachers to navigate and/or use the district's virtual learning platform.

e. Mentors will communicate with appropriate district staff/faculty to check the progress of assigned students in their courses.

f. Mentor teachers will log contact hours and communications throughout each semester.

g. Mentor teachers will communicate with the Venture High School Dean of Students and Imlay City High School Principal regarding the virtual program, student progress, and program improvements.

III. Assignment of Mentor Teachers

a. Mentor teachers will be selected/assigned by the Imlay City High School Principal; teachers may decline the assignment.

b. The need for mentor teachers, and the disciplines they represent, will be based on the number of students at Venture High School and the scheduling needs of the students.

c. Teachers must be certified and Highly Qualified in the disciplines in which they function as a mentor teacher.

IV. Reimbursement for Extra Duties for Mentor Teacher

a. Mentor teachers will receive a base stipend per year, based on the number of students served at Venture High School @ $125/student/semester.

b. Mentor teachers will be reimbursed at the current extra duty rate of $25/hour for up to 10 hours of on-site contact time per semester.

V. Implementation, Roles and Responsibilities

a. The Superintendent will inform building administrators and the ICS business office of agreed upon modifications, timelines, and procedures.

b. Assigned/selected teachers will perform their instructional duties, as assigned and agreed upon herein.

c. The district will reimburse the aforementioned teachers, as articulated, at the completion of their duties.

d. The ICS business office will process employee compensation as agreed to herein.