

3788

1997-2000

MASTER AGREEMENT

BETWEEN THE

ROGERS CITY AREA SCHOOLS BOARD OF EDUCATION

AND THE

NORTHERN MICHIGAN EDUCATION ASSOCIATION/MEA/NEA

1997-2000

Rogers City Area Schools

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ARTICLE 1

RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, the Board of Education of the Rogers City Area Schools (hereinafter referred to as the Board) recognizes the Northern Michigan Education Association RCEA/MEA/NEA (hereinafter referred to as the Association) as the exclusive bargaining agent for all certified personnel, including personnel on tenure AND probation, classroom teachers, guidance counselors and librarians.

Excluded from the unit are all others such as but not limited to the Superintendent, Business Manager, principals, all custodial personnel, cafeteria, transportation, student employees, and substitutes.

- B. The term teacher or bargaining unit member when used hereinafter in the Agreement shall refer to all employees within the bargaining unit as above defined, and references to male employees shall include female employees.

ARTICLE 2

AGENCY SHOP AND PAYROLL DEDUCTIONS

- A. Each teacher shall as a condition of continued employment, (1) on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, pay membership dues, or (2) pay a service fee in an amount established by the Association in accordance with the Association's policy regarding Objections to Political-Ideological Expenditures.

Any appeal or inquiry relative to the level of service fee shall be exclusively handled in accordance with the Association's policies and procedures and shall not be subject to the grievance procedure set forth in this Agreement.

- B. As an alternative to payroll deduction, the employee may at his option pay the total referred to in Section A as a single payment to either the Association or Board. Such payment is to be made within sixty (60) calendar days of the beginning of the work year.

Absent payment being made as set forth above, the Board is authorized, as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477, to payroll deduct dues

and service fees and remit same in accordance with a schedule and in amounts directed by the Association.

- C. The Association will certify to the Board in writing, at least by the conclusion of the first teacher work day, the current rate of membership dues and service fees. If the Association shall change the rate of membership dues or fees, the Association will give the Board thirty (30) days written notice prior to the effective date of such change.
- D. The Board agrees to transmit the dues and service fees to the Association Treasurer.

All credit union, MEAFS annuities, or other annuities, and other payroll deductions shall be transferred to the appropriate agency within three (3) working days of being withheld.

- E. The Association agrees to indemnify and save the school district, the Board and including each individual school board member, and administrative staff harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative costs that may raise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:

1. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by a court or tribunal.
2. The Association has the right to choose the legal counsel to defend any said suit or action.
3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE 3

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection.

As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States.

The Board will not discriminate against any bargaining unit member with respect to wages, hours or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, negotiations with the Board or his institution of any grievance.

No provisions of this contract will discriminate against a person because of the reasons of race, sex, age, marital status or residence.

- B. Subject to administration approval, the Association and its members shall have the right to use a room within the school building to transact official Association business when this room is not previously scheduled for other events.
- C. No bargaining unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

The bargaining unit members shall have available to them at the Board's expense, a bulletin board within their lounge for the dissemination of Association materials plus the use of inter and intra-building communication systems, at no cost to the school district. The school district assumes no responsibility for the Association's use of the communications system.

- D. The Board agrees to furnish to the Association, in response to reasonable written request from time to time, all readily available information concerning the financial resources of the district, but will not be obligated to compile statistical information which has not been previously compiled to conform with the specifications of the Association.

The Board agrees to make the Board agenda available to the Association in the same manner and form that they are made available to the Board's members.

- E. Religious or political activities or the lack thereof, shall not be grounds for any disciplinary action provided such activities do not occur while in the performance of employee responsibility or duty.
- F. A bargaining unit member shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. In all cases the Association must be notified in writing within ten work days that a written reprimand has been placed in the bargaining unit member's file.
- G. Each bargaining unit member's file shall contain the following items of information (central office file):
 - 1. TB reports
 - 2. Teacher certificate or copy
 - 3. Transcript of credit
 - 4. Written recommendations
 - 5. Tenure recommendations
 - 6. Copies of contracts

Each bargaining unit member's personnel file shall contain the following items (building file):

- 1. Copies of all teacher written evaluations
- 2. Copies of all charge sheets
- 3. Copies of all written administrative or board reprimands
- 4. Copies of all Association reprimands
- 5. Copies of all commendations

Each bargaining unit member shall have the right, upon written request, to review the contents of his own personnel file, except for written recommendations and other documents which may be restricted under law. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in this review.

Each bargaining unit member may insert into his file written comments regarding any charges, evaluations, reprimands, or commendations.

- H. Bargaining unit members will be notified immediately of any written charges that have been placed against them. All written charges must be presented to the bargaining unit member within thirty (30) calendar days of the charge.

Any written complaint by a parent of a student, student, member of the community or other teacher directed toward a bargaining unit member shall be promptly called to the bargaining unit member's attention. All written complaints will be filed with the use of the charge sheet form, with signatures attached.

Any disputed charges placed in the bargaining unit member's file are subject to the grievance procedure.

- I. No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action shall be subject to the grievance procedure in Article 15 of this Agreement. Non-renewal of probationary contracts are excluded from this paragraph.

Discipline will be progressive (Except in case of an extreme violation of rules or the law).

1. Oral Reprimand
2. First Written Reprimand
3. Second Written Reprimand
4. Suspension
5. Termination

- J. Bargaining unit members whose services are being considered for termination under provision of the Tenure Act shall receive a certified letter of notification and statement of charges from the Superintendent, and WILL be advised of their rights under the provisions of the Tenure Act.

- K. Bargaining unit members shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work.

Once a bargaining unit member has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- L. Bargaining unit members shall be given a tentative class schedule or assignment for the following year prior to June 30th.

- M. Teachers may be released from their teaching assignments one (1) day per school year for professional growth days. These days must be scheduled in advance at a mutually agreeable time and are to be used for such purposes as attending conferences or visiting programs in other districts.

Teachers shall request use of professional growth days through their building principal, indicating the date and nature of the proposed activity. The district will not unreasonably

withhold approval of requested professional growth days, but may require submission of a summary report of the activity after its completion. The district will pay the cost of necessary substitutes.

- N. At the beginning of every school year, the Association shall be credited with three (3) days to be used by bargaining unit members who are officers or agents of the Association, with such use to be at the discretion of the Association.

The Association President shall notify the bargaining unit member's building principal no less than forty-eight (48) hours in advance of taking such leave.

An additional eight (8) days shall be made available to the Association within the above guidelines except that the Association shall reimburse the district the equivalent cost of a substitute teacher for each of the eight (8) additional days used.

ARTICLE 4

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the right to the executive management and administrative control of the school system and its properties, facilities and employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the express and specific terms of this Agreement.

ARTICLE 5

PROFESSIONAL COMPENSATION

- A. The salaries for teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.

1. The salary levels established in Appendix A are based upon employment and work on a full day's schedule for a full school year. A teacher who works less than a full school year shall receive a prorata salary determined by the number of days scheduled to be worked to the number of days required for a full school year.

A teacher who works less than a full day's schedule shall receive a prorata salary determined by the number of hours scheduled to be worked to the number of hours in a full day's schedule.

2. Teachers with a split level (i.e., Junior High/Senior High) teaching assignment, will not receive additional compensation for extra minutes associated with different schedules. The teacher in such instances will have his/her non-instructional obligation(s) adjusted to offset for the additional instructional time (i.e., a reduction in the time under Article 6(A) or (D), etc.).
3. Pay for assuming an ongoing extra secondary classroom teaching assignment during the regular school year (in lieu of a preparation period) shall be prorated according to the base pay of the teacher assigned, and the number of contracted work days.
4. Additional time outside of the normal teacher work schedule associated with fulfilling statutory obligations or requirements shall not require additional compensation. Included is time spent by new teachers with mentors or in professional development activities as required by the Michigan School Code and time spent by teachers associated with individual development plans required under the Tenure Act.

- B. It is required that the semester hours of credit beyond the BA/BS degree be directly related to the instruction program or teaching fields and approved by the Board.

Semester hours of credit after an MA degree and on an approved program leading to an advanced degree - \$15.00 per semester hour per year (up to and including 30 semester hours). The Board and administration will be the judge on these hours.

Payment for semester credits earned toward placement on the salary schedule will be accepted for full year payment up to September 30th of each school year, and payment for the second semester at one-half (1/2) payment up to February 28th of each school year.

Official transcripts, official course credit slips, or official written communication from the institution offering the course(s) will be accepted as evidence of successful completion.

Credits earned must be acceptable for credit at the teacher training institution where the bargaining unit member is working on an advanced degree.

- C. Advancement from one step to the next shall be automatic upon completion of a full school year of employment with the Board. Salary step credit granted prior to September 6, 1989, shall remain unchanged.

For purposes of this paragraph only, a full school year of employment is defined as one school year in which the teacher actually works or is on paid leave (excluding time while receiving LTD insurance benefits) for one-half or more of the number of calendar duty days in the school year. Employees who actually work or are on paid leave (excluding time while receiving LTD insurance benefits) for less than one-half of the number of calendar duty days in the school year shall receive no credit for advancement on the salary schedule for that year.

All new teachers will be hired at the base step, provided, however, that the Board in its discretion may hire a new teacher at up to Step 9 based upon that teacher's prior teaching experience in another school district.

- D. Military service after the start of the teaching career will count on schedule only if the teaching career is interrupted in this system.
- E. Pay Days - Teachers will have the opportunity to select between twenty (20) and twenty-six (26) pays per year.
- F. The Board agrees to pay the following costs of approved educational conferences and professional growth days (to the extent budget monies are available).

1. Mileage to and from conferences but not to exceed a total of 800 miles;
2. lodging expenses while at the conferences;
3. meals while going to and from the conference as well as while there; AND
4. fees for registration or attendance.

G. The Board agrees to pay compensation in the amount of \$15.00 per class period to bargaining unit members when such bargaining unit members fill in for other bargaining unit members during their unassigned preparation periods.

H. Employees who have taught for fifteen (15) or more years in the Rogers City Area Schools shall be paid \$400 over their applicable step on the salary grid, commencing with the start of the first year after they have completed fifteen (15) years of service. This amount shall be increased by an additional \$600.00, commencing with the start of the year after they have completed twenty (20) years of service.

A teacher who resigns and is later rehired, will be given longevity credit for the prior years of service in the bargaining unit.

I. Beginning with classes enrolled in after September 1, 1997, the Board will reimburse teachers for tuition subject to the following conditions:

1. The maximum number of credits in a calendar year will be six (6), only four (4) of which may be submitted for reimbursement if taken during the course of the regular school year.
2. The classes must be graduate level from an accredited university with an education program and must have the prior written approval of the Superintendent.

The classes must have been acceptable if it had been taken initially toward the teachers current teaching certificate or acceptable to the Michigan Department of Education toward an additional teaching certificate endorsement.

In submitting a request to the superintendent for approval, a copy of the course catalog description from the university must be incorporated along with any other information the teacher determines important to the request.

3. a. Except as set forth in Section 3(b), no reimbursement will be made for classes which the State of Michigan requires in order for a teacher to maintain a teaching certificate.
- b. If a class is required to maintain an existing valid Professional Education Certificate, the class will be reimbursed under the provisions of Section 4 below.
4. Payment will be made at the rate of seventy-five dollars (\$75.00) per credit hour and will be made only for credits in which a 3.0 or better grade is attained.

ARTICLE 6

TEACHING HOURS

- A. The bargaining unit member's normal on-duty hours shall be as follows:
 1. Bargaining unit members check in no later than 8:00 A.M.
 2. Bargaining unit members shall leave school no earlier than 3:20 P.M.
- B. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of no less than forty-five (45) minutes, and a scheduled conference/preparation period equal to the length of the normal class period during each work day for bargaining unit members assigned to grades 7- 12.
- C. It is the responsibility of each bargaining unit member, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
 1. Careful daily preparation
 2. Attendance at staff meetings
 3. Classroom teaching assignments are not to exceed 25 clock hours per week (26 hours beginning in 1998-99), with the exception of the high school study hall teacher or teachers with a combined junior high/senior high assignment. Assignment to a study hall shall be considered a teaching period for the purpose of this Article.

4. All bargaining unit members have the responsibility to report at least once each semester for an evening session between the hours of 6:00 p.m. and 9:00 p.m. as scheduled in the calendar.
 5. Bargaining unit members may leave school on Fridays and holidays after departure of the buses.
- D. All bargaining unit members shall actively participate in student supervision during "passing time" between scheduled class periods.

All bargaining unit members shall actively participate in student supervision starting with the ring of the "first bell" prior to the beginning of the morning and afternoon class sessions.

- E. The Board reserves the right to make the necessary scheduling adjustments to implement a six (6) or seven (7) period day at the secondary level.

Prior to implementing a seven (7) period day at the high school, a committee will be convened composed of three (3) representatives from the Board of Education, three (3) members of the high school teaching staff, the high school principal, the Superintendent and three (3) high school parents. The committee will issue a recommendation which will minimally include an overview of any research, the impact on staffing levels, instructional hours, alternative scheduling methods and class sizes. The recommendation is advisory in nature and the final decision as to the implementation rests with the Board of Education.

If implemented, the above referenced committee will review the impact of the seven (7) period day at the high school and make a recommendation to the Board regarding its continuation. The final decision regarding the continuation of the seven (7) period day rests with the Board of Education.

- F. In the event any provision of this Agreement creates a condition whereby there is insufficient student instructional time as required in Section 1284(1) of the Michigan School Code to meet the requirements set forth by the State of Michigan, the parties will meet to negotiate the necessary schedule changes to facilitate compliance.

ARTICLE 7

TEACHING CONDITIONS

- A. It is acknowledged that the primary duty and responsibility of the bargaining unit member is to teach and the organization of the school and the school day should be directed at ensuring that the bargaining unit member is primarily utilized to this purpose.
- B. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, the availability of qualified teachers and the best interest of the district as deemed administratively feasible. Any appreciable changes in past policy and practice relative to class size may be subject to the grievance procedure.
- C. For those bargaining unit members scheduled or authorized to travel between buildings, the Board shall reimburse mileage at the rate allowed by the Internal Revenue Service (IRS). These teachers shall be allowed sufficient time for commuting between buildings. This time shall be determined by the bargaining unit members involved and the administration at the beginning of each school year. This time shall not be considered "breaktime".
- D. The Board shall make available to each school a facility exclusively for lounge use.
- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession.

The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.

The Board agrees at all times to keep the schools reasonably equipped and maintained.

- F. District telephones shall be made available to bargaining unit members for professional classroom use of a confidential nature.
- G. 1. The provisions contained in this section shall apply to all school improvement plans, programs, or projects (S.I.P.'s) as contained in PA 25 of 1990.

In the event that any provision(s) of a SIP or

application thereof violates, contradicts or is inconsistent with this Agreement, the Agreement shall prevail where required by law. Accordingly, any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment of any bargaining unit member, must have the written approval of the Association prior to being adopted and/or implemented where required under the law.

2. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term S.I.P.

a. Participation by the employee on the committee(s) is voluntary.

b. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.

H. Should the Board and the Association agree to implement a program of site based decision-making during the life of this Agreement, the terms and conditions of the implementation and its effects on the working conditions shall be defined in a letter of agreement approved by both the Board and the Association.

I. 1. The parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors. Inclusive in these factors are proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel (e.g., training regarding the teaching/training of the handicapped student in the regular education classroom, access to consultive special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-handicapped students in those regular education classrooms).

2. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the individual educational planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.

3. Before any bargaining unit member shall be directed to participate in an individual educational planning

committee (IEPC) meeting, the teacher shall be provided with specific information regarding:

- a. The multi-disciplinary evaluation team (MET) and individual educational planning committee (IEPC) processes and the role and responsibilities of the teacher and other participants in the IEPC;
- b. The special education program and related service options which might address the individual needs of any handicapped student.
- c. The parties recognize the extent to which a handicapped student can participate in regular education programs and services and whether such participation can be achieved satisfactorily, will depend in large part upon the training and other support provided the regular education personnel responsible for instructing the handicapped student.

In implementing LRE, the district shall assign handicapped students to the buildings and classrooms that the students would normally attend if the students were not handicapped. Having the assignment of such students shall be distributed among staff members as evenly as possible.

- J. Upon request from the elementary Association Representative, the elementary principal will meet to discuss means by which the existing specialist teacher time at the elementary level can be aligned to facilitate a larger block of prep time for classroom teachers.

ARTICLE 8

VACANCIES AND TRANSFERS

- A. An employee may request a change in assignment by notifying the Superintendent in writing.
- B. The Superintendent shall consider all requests for change in assignment before filling any permanent vacancy and agrees to give consideration to the professional background and qualifications of the employee applicants.
- C. When a permanent vacancy occurs, a notice of the vacancy shall be posted in each school building at least ten (10) calendar days prior to the filling of the vacancy on a permanent basis except for the provisions of Section 2 below:
 - 1. A vacancy shall be defined for the purposes of this Agreement as:
 - a. The Board has determined a position exists that it wishes to fill, and
 - b. a position exists that is in excess of the total number of bargaining unit members employed including bargaining unit members on layoff and leave), and
 - c. a position exists that was previously held by a bargaining unit member whose employment with the Board has been severed, or
 - d. a newly created position in the bargaining unit exists.
 - 2. This definition of a vacancy shall not apply to a bargaining unit position held by a bargaining unit member who is on leave for less than or equal to one (1) school year.
 - 3. Regardless of any provision of this Agreement, the Board shall not be required to post notice of any vacancies or transfer any bargaining unit member to any position if there are certified and qualified bargaining unit members for that position on layoff.
- D. If an employee feels he is qualified for a specific position and was not assigned to that vacancy, the Superintendent upon request, shall notify the employee in writing, stating reasons

why said employee was not granted the position.

- E. Final authority to select and approve all personnel rests with the Board.
- F. The parties agree that unrequested transfers are to be minimized and avoided whenever possible.

ARTICLE 9

LEAVE OF ABSENCE AND SICK LEAVE

- A. At the beginning of every school year, each bargaining unit member shall be credited with sick and personal leave based on the following formula:

- 1. 1st year through 4th year in this school system - 45 days.
- 2. 5th year and thereafter in this school system, a maximum of 90 days.

There will be no lapse in coverage between sick leave and the start of LTD.

These days are to be taken in increments of full or one-half days only.

- B. A maximum of three (3) days may be utilized for personal leave. Additional personal leave days may be taken at the bargaining unit member's own expense, with the approval of the Superintendent.

A bargaining unit member planning to use a personal leave day or days shall notify his principal at least three (3) days in advance, except in cases of emergency.

Personal leave will be granted only if a qualified substitute is available.

Personal leave days shall not be lost if school is canceled for any reason.

Personal leave days may not be used during the first week or the last week of school, except in cases of emergency.

- C. If the employee is suspected of abusing paid sick leave benefits, the district may require doctor verification for use of paid sick leave.

D. The district's liability for compensation under Article 10 will be reduced by the amount of Worker's Compensation for which the teacher is eligible.

E. Additional emergency use of sick leave days to be deducted from sick leave include the following.

Four (4) days shall be granted each year if needed for serious illness in immediate family of employees.

The immediate family of employee includes spouse, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandparents and grandchildren.

A physician's statement verifying serious illness in the immediate family must be presented upon request of the administration.

F. Leave of absence not deducted from sick leave days:

1. When a teacher is called for court appearances as a witness or for jury duty, he shall receive regular pay, less amount received for jury pay. The Board retains the right to ask that the bargaining unit member be excused from jury duty.

2. a. Three (3) days per death in the event of the death of the employees sister, brother, grand-parents, grandchildren, son-in-law, daughter-in-law, father-in-law, mother-in-law, step-mother, step-father, foster mother, foster father, step-son, step-daughter, sister-in-law and brother-in-law.

b. Five (5) days per death will be authorized in the event of the death of employee's spouse and, if needed, mother, father, son and daughter.

G. An unpaid leave of absence may be granted to any bargaining unit member for:

1. For the purpose of child care A bargaining unit member shall not receive the insurance benefits provided for under this Agreement unless required under the Family Medical and Leave Act.

2. Any bargaining unit member whose personal illness extends beyond the period compensated for under Article 11 shall be granted a leave of absence without pay for a period of time not exceeding one (1) year.

The leave may be renewed each year upon a written request of the bargaining unit member, subject to approval of the Board.

Upon return from leave, a bargaining unit member shall be assigned to the same position, if available, or to a substantially equivalent position.

3. A leave of absence may be granted for any purpose at the discretion of the Board. Upon return from leave, a bargaining unit member shall be assigned to the same position, if available, or to a substantially equivalent position.

A bargaining unit member on unpaid leave of absence shall not receive the district's subsidy payment for the benefits provided in Article 11 of this Agreement unless required by the Family Medical and Leave Act.

4. The Board reserves the right to institute procedures and policies for the implementation of the Family Medical and Leave Act of 1993 (Public Law 103-3), and further reserves the right to exercise all rights and options available to the Board in the implementation of procedures and policies as afforded in the Act and in 29 CFR Part 825, subject to the following.

In determining the amount of available unpaid leave time for eligible teachers, the amount of unpaid leave time which corresponds to the purposes for which unpaid leave is afforded by law, which was utilized in the preceding twelve (12) months, will be subtracted from the twelve (12) weeks of total unpaid leave time afforded under the Act.

Teachers must utilize available paid leave time authorized under the master contract which corresponds to the purposes for which unpaid leave time is afforded under the Act, prior to being placed on unpaid status.

5. Bargaining unit members who have been employed in the Rogers City Schools for at least five (5) years may be granted a sabbatical leave for up to one (1) year for study. During the sabbatical leave, the bargaining unit member will receive the same health care benefits that are made available to other contractual personnel.

A bargaining unit member, upon returning from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as if he had taught in the district during such period.

Up to two persons may be granted sabbatical leave each school year upon application. The deadline for making application for sabbatical leave shall be sixty (60) days prior to the beginning of the next semester. When more than two members of the professional staff make application in any one year, the selection will be made on the basis of seniority within the district.

Before beginning the sabbatical leave, the bargaining unit member shall agree to return to active service in the Rogers City School system for a period of at least two (2) years after the expiration of such leave. A bargaining unit member who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him for health care benefits during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.

ARTICLE 10

INSURANCE

- A. Pursuant to the authority set forth in Section 1255 of the Michigan School Code of 1976, the Board agrees to furnish all employees covered by this Agreement the following subsidies for insurance protection.

The Board shall provide, without cost to all full-time bargaining unit members, MESSA Insurance Plan A or Plan B for a full twelve (12) month period commencing September 1 and ending August 31 for the bargaining unit member and his/her entire family.

The Board shall sign an employer participation agreement. Bargaining unit members not electing MESSA Plan A will select the MESSA Plan B.

The Board will make a prorated payment of the premium for regular part-time employees or at the part-time employee's

option, provide for fully paid Plan B. Any contribution amounts exceeding the district's subsidy shall be payroll deducted.

Plan A (For employees needing health insurance)

Super Care 1

Long Term Disability	66 2/3% 90 Calendar Day Modified Fill \$2,500 Maximum Freeze On Offsets Alcoholism/Drug Addition Mental/nervous same as any other Illness
Delta Dental	D 004 (60/60/60:\$1,000)
Negotiated Life	\$20,000 AD&D
Vision	VSP-2

Plan B (For employees not needing health insurance)

Delta Dental	A (MOD) 006 (75/60/75:\$1,200)
Vision	VSP-3
Negotiated Life	\$30,000 AD&D
Long Term Disability	66 2/3% Same As Above

Cash under a qualified Section 125 cafeteria plan in accordance with the following schedule:

Five or less enrollees	\$100.00/Month
Six or more enrollees	\$150.00/Month

- B. The Board will discontinue payment of insurance premiums for any teacher who voluntarily terminates employment and who has not yet completed his contractual obligation.
- C. Employees desiring additional coverage must pay the balance on an individual basis.
- D. Subject to the rules and regulations of the various insurance carriers, continuation of health care insurance coverage will be available for retired employees at their option and expense.

- E. In the event of the death of a bargaining unit member, the Employer shall continue payments of the applicable contributions for Plan A for the bargaining unit member's eligible dependents as defined by MESSA for the duration of the bargaining unit member's contract obligation or a minimum of three months, to begin on the first of the month following the date of death.

ARTICLE 11

EVALUATION OF TEACHERS

- A. The evaluation of the performance of each bargaining unit member in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of teachers shall be conducted openly.
- B. Evaluations shall be conducted by the building principal or the bargaining unit member's immediate supervising administrator or another qualified administrator as designated by the Board. Each written review of the bargaining unit member's job performance shall be based on at least fifteen (15) consecutive minutes of classroom observation.
- C. The performance of all bargaining unit members shall be evaluated in writing as follows:
1. Probationary bargaining unit members shall be evaluated in writing at least two (2) times each year; once on or before December 1 and again on or before March 15. A personal meeting will be held within five (5) school days thereafter to review the job performance of the probationary bargaining unit member.
 2. Tenured bargaining unit members shall be evaluated in writing at least once each year. A personal meeting will be held with each tenured bargaining unit member within five (5) school days thereafter to review his job performance.
- D. Two (2) copies of the written evaluation shall be submitted to the bargaining unit member, one to be signed and dated and returned to the administration and the other to be retained by the bargaining unit member.

In the event that the bargaining unit member feels that his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to

be placed in his evaluation file.

- E. The parties agree there will be a uniform evaluation procedure and evaluation instrument.

The evaluation instrument shall only be changed only by mutual agreement between the Association and the district.

ARTICLE 12

PROTECTION OF TEACHERS

The Board recognizes its responsibility to give support and assistance to teachers with respect to maintenance of control and discipline in the classroom.

The Board further recognizes that the teacher will not be expected to assume the role of warden or custodian for emotionally disturbed students nor will the teacher be charged with responsibility for psychotherapy. Whenever it appears, by the consensus of the individuals involved, that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take steps to relieve the teacher of responsibilities with respect to such pupils.

ARTICLE 13

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the district and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the district and the Association.
- B. Prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers employed by the Board.
- C. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the district and the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and will govern the relation of the parties hereunder.

In the event that any provision of this Agreement shall be deemed null and void according to the previous provision, then the parties to this Agreement shall meet to negotiate the affected language.

- E. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to the terms of this Agreement.
- G. The Association and Board recognize that strikes and other forms of work stoppages by teachers are contrary to law and public policy.

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

- H. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed by the Board. Additional copies are to be made available to the Association upon written request.

ARTICLE 14

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this Agreement.

The following matters shall not be the basis for any resolution by an arbitrator of any grievance filed under the procedure outlined in this Article:

1. The termination of services of or failure to re-employ any probationary bargaining unit member;
2. the termination of services or failure to re-employ any bargaining unit member to a position on the extra-curricular salary, Appendix B;
3. any matter involving subjective content of the written evaluation;
4. if a tenured bargaining unit member elects to pursue a dispute through the Tenure Act, the bargaining unit member's right to go to arbitration is forfeited.

- B. A "Party of Interest" is the Association, person, or persons making claim and any person or persons who might be required to take action, or against whom the action might be taken in order to resolve a problem.

- C. The term "day", when used in this section, shall, except where otherwise indicated, mean working school days as indicated by the school calendar.

- D. Written grievances shall contain the following:

1. The section or subsection of the contract alleged to have be violated;
2. the date of the alleged violation;
3. a description of the alleged violation (specific facts giving rise to the alleged violation);
4. the relief requested;
5. the signature(s) of the grievant, grievants, or Association Representative; AND

6. the date the grievance is filed.

- E. The primary purpose of the procedure set forth in this section is to secure, at the lowest possible level, equitable solutions to the problems of the parties.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure.

Nothing herein shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

In the event a grievance is filed on or after the first of June, every effort will be made to resolve the grievance prior to the beginning of the next school year.

Level One:

A bargaining unit member with an alleged grievance shall discuss the alleged grievance with the principal no later than fifteen (15) days following the alleged grievance in an attempt to informally resolve the issue.

Should this discussion not resolve the issue, a written grievance may be presented to the Association Vice-President. He may then recommend that it be presented to the principal within five (5) days of the time of the informal discussion. The principal shall make a decision within five (5) days. Failure to act will move the alleged grievance to Level Two.

Level Two:

In the event the grievance is not satisfactorily resolved at Level One, the grievant or the Association Representative may file the grievance in writing with the Superintendent within five (5) days after the decision or lack of decision at Level One. The Superintendent will take action within five (5) days.

Level Three:

If the decision of the Superintendent is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the two parties. Notice of appeal to arbitration shall be submitted by the Association within the (10) days of the Superintendent's disposition.

If the two parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules.

Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be paid by the losing party.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 15

LAYOFF AND RECALL PROCEDURE

- A. It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this Article shall be used in laying off personnel.
- B. In order to promote an orderly reduction in personnel when the educational program, curriculum and staff is curtailed, the following procedure will be used:
 - 1. Probationary bargaining unit members shall be laid off first. A probationary bargaining unit member shall not be laid off unless there is a tenured bargaining unit member who is certified and qualified to perform the duties of the position the probationary bargaining unit member is vacating, or unless the position that the probationary bargaining unit member is vacating is being eliminated altogether.
 - 2. If the reduction of bargaining unit personnel is still necessary, then tenured bargaining unit members in the specific positions being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, (i.e., those with the least seniority are to be laid off first.)
 - 3. Tenured bargaining unit members who are laid off pursuant to this Article have the right to be placed in a bargaining unit position for which they are certified and qualified to fill and which are occupied by a bargaining unit member with less seniority.

For purposes of this Article, certified and qualified shall be defined as follows:

- a. In order to be considered certified, the bargaining unit member must hold a current certificate from the State of Michigan authorizing that individual to teach in the particular position the employee has requested.
- b. In order to be considered qualified to be placed in a particular position, the bargaining unit member must be able to effectively teach that position as demonstrated by any of the following:
 - (1) Majors;
 - (2) Minors;
 - (3) Experience in a particular teaching subject area or discipline;
 - (4) Elementary certification meets the qualification of teaching all grades K-6 except programs requiring specialized training.
- C. The recall of teachers shall be in the inverse order of layoff, (i.e., those laid off last will be recalled first; provided, however, that a teacher in order to be reassigned shall be certified and qualified as herein set forth to hold the specific position he is being assigned.)

Certified and qualified teachers shall be recalled before outside applicants are hired, according to their position on the seniority list.

Teachers will be eligible for recall for a period of five (5) years from the effective date of layoff.
- D. The individual contract, where applicable, executed between each teacher and the Board, is subject to the terms and conditions of this Agreement. It is specifically agreed that this Article takes precedence over and governs the individual contract, and the individual contract is expressly conditioned upon this Article.

ARTICLE 16

SENIORITY

- A. Seniority for all purposes under this Agreement shall be defined as length of unbroken service within the bargaining unit from the first scheduled day that school begins as determined by the school calendar. However, if hired within the school year, seniority will be determined by the first day that the person is scheduled to report for work.

All bargaining unit seniority is lost when employment is severed by resignation, retirement, and/or by discharge for cause.

Previously accumulated seniority within the bargaining unit is retained, but no additional seniority will accumulate during any period when a former bargaining unit member is employed in a supervisory/administrative position outside of the bargaining unit.

Accumulated seniority within the bargaining unit shall be frozen for a bargaining unit member who is granted an approved leave as provided under this Agreement or for a bargaining unit member who is on lay-off.

- B. The seniority list shall be in rank order of the bargaining unit member's first date of work as set forth in preceding section.

In the event more than one individual has the same first day of work, the relative place of such persons on the seniority list with respect to that date of work will be determined by a drawing of lots participated in by all affected bargaining unit members. The notice of the drawing, including date, place and time, will be provided in writing to the Association and all affected members one (1) week before the drawing. The drawing will be conducted openly and at a time and place that reasonably allows all interested bargaining unit members, and particularly those affected, to attend. The President of the Association or his/her designee shall draw for any person unable to be in attendance. All affected bargaining unit members will be notified in writing of the results of the drawing within two (2) working days of the drawing.

- C. The seniority list shall be published with notation of the certification/approvals then on file with the district of each bargaining unit member and posted conspicuously in the area of each building reserved for bargaining unit members use, as well as being placed in the general office of each such

building for inspection by October 15 of each school year.

Updates of the list shall be published and posted as they are made, but no less than once a year. A copy of the posted seniority list and all subsequent updates shall be provided to the Association. Errors, omissions and/or deletions in or to the list as posted will be noted and made as required to conform to this Agreement at the request of any bargaining unit member on written notice to the Association or at the request of the Association on notice to affected members.

ARTICLE 17

CALENDAR

- A. The calendar will conform to the minimum requirements of the State of Michigan for days in session and hours of instruction.
- B. In the event state officials mandate the closing of schools due to energy problems or other crises, the school calendar will be renegotiated.
- C. When an Act of God or district directive forces the closing of a school or other facility of the Board, such announcement shall be made as early as possible over radio stations WMLQ, WHSB, WHAK and WJML, TV Channel 10, and bargaining unit members shall be excused from reporting to duty without loss of pay. However, if the students in a single classroom, grade, building or all buildings are dismissed for health reasons or because of a facility malfunction and the facility(ies) are deemed usable for the bargaining unit personnel, bargaining unit members may be asked to report for duty as usual if conditions permit.
- D. Scheduled days of student instruction, which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities, shall be rescheduled by joint agreement to have at least 178 days; or such other number of days as would be necessary for the district to qualify for state aid.

Bargaining unit members will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

ARTICLE 18

SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged upon the request of either party at a mutually agreed time attended by representatives chosen by the Association and an equal number chosen by the management team.

Arrangements for such conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in the special conference shall be confined to those contained in the agenda.

- B. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference.
- C. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this agreement, nor shall special conferences be used as a substitute for the grievance procedure.
- D. A maximum of one (1) special conference will be held each month, unless both parties agree that additional special conferences are necessary.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION, MEA/NEA

Karen M. Russell, V.P.

President, NMEA

Dave Bowman

NMEA Staff

Bob Bristzke

Negotiating Committee Member

Sam L. Hyys

Negotiating Committee Member

Vivian J. Bruder

Negotiating Committee Member

ROGERS CITY AREA SCHOOLS

John A. Ande

President, Board of Education

ROGERS CITY AREA SCHOOLS
Appendix A
Salary Schedule
1997-98

	BA	BA +20	BA +30	MA/BA+45
1.	25,474	25,935	26,944	27,701
2.	25,834	26,606	27,642	28,414
3.	26,541	27,311	28,400	29,196
4.	27,734	28,567	29,676	30,510
5.	28,985	29,854	31,012	31,883
6.	30,287	31,198	32,408	33,317
7.	31,652	32,601	33,867	34,817
8.	33,075	34,067	35,390	36,383
9.	34,563	35,601	36,983	38,019
10.	36,119	37,203	38,648	39,732
11.	37,744	38,875	40,386	43,159

1997-98	1998-99*	1999-20*	Premium increase over prior year*
3.0%	3.0%	3.0%	0-7.5%
	2.9%	2.9%	7.51-10%
	2.8%	2.8%	10.01-15%
	2.7%	2.7%	15.01% +

APPENDIX B-(1)

EXTRACURRICULAR SALARIES

- * The following are the staff members who qualify under Appendix B-1: Terry Cox, Jim Hopp, Jim Martin, and Vivian Bruder.

I. SPORTS

% OF INDIVIDUAL'S
STEP ON B.A.

A. FOOTBALL

1.	Head Coach	10%
2.	Assistant Varsity	7%
3.	J.V. Head Coach	7%
4.	J.V. Assistant	6%
5.	9th Grade Head Coach	6%
6.	9th Grade Assistant	5%

B. BASKETBALL

1.	Head Varsity	10%
2.	J.V. Coach	7%
3.	9th Grade	6%
4.	8th Grade*	5%
5.	7th Grade*	5%
6.	Elementary Coach	5%

- * If combined number of players as of the first game day is twenty (20) or less for both teams, the one (1) coach shall coach both teams for six Percent (6%).

C. TRACK

1.	Head Coach*	10%
2.	Assistant Coach*	7%
3.	Cross Country	7%

- * If boys and girls teams are combined, then the Head Coach shall receive eleven and one-half percent (11-1/2%) and assistant coaches receive seven and one-half percent (7-1/2%).

D. WRESTLING

1.	Head Coach	10%
----	------------	-----

E. VOLLEYBALL

1.	Head Coach	10%
2.	J.V. Coach	7%
F. BASEBALL		
1.	Head Coach	7%
G. SOFTBALL		
1.	Head Coach	7%
H. CHEERLEADING		
1.	Varsity & J.V. Football	6%
2.	Varsity & J.V. Basketball	6%
3.	Junior High	2%

II. OTHER

A.	Yearbook**	3%
B.	Wood Shop and Metal Shop	
	Equipment Maintenance	7%
C.	Band Director	10%
D.	Drama Coach	4%
E.	Athletic Director	10%
F.	Librarian	2.5% per week
G.	Counselor	2.5% per week

** Three percent (3%) while combined with Journalism - five percent (5%) if not.

NOTE: Shop equipment maintenance will be paid to the one bargaining unit member with the highest seniority. The pay percentage will decrease on a prorated basis if the number of wood and metal shop classes decreases from the number taught in the 1982-1983 school year, \$217.60 per each one semester class).

III. Hourly pay rate for summer academic, adult education, driver education programs shall increase annually using the same percentage as applied to the B.A. Base (1997-98 - \$18.66, 1998-99 - \$19.22, 1999-2000 - \$19.80).

Assignments for hourly programs will be made by the Board on the basis of seniority gained through the years of continuous employment in the district, assuming equal qualification among applicants.

IV. Any qualified member of the bargaining unit may apply for any extracurricular vacancy. When notification of vacancy is received by the administration, they shall notify the Union

President of his/her designee and post such vacancies on teacher bulletin boards in each building for a period of seven (7) days.

If all qualifications are equal, the most senior bargaining unit member shall be awarded the position. Should no bargaining unit member apply or meet the posted qualifications, the position may be filled at the district's discretion.

Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

Extracurricular assignments are annually renewed appointments and are non-tenured.

Any extracurricular employee outside the bargaining unit may elect to volunteer their services.

APPENDIX B-(2)

EXTRACURRICULAR SALARIES

The following are the staff members qualify for payment under Appendix B(2): Robert Brietzke, Warren Gleason, Stephen Kroll, Merlin Little, Dennis Lyk, Lisa Petz, Edward Wilbert, Duane Maxwell, Beth Getzinger, Mary Bruning and Sue Mertz.

I. SPORTS

% OF INDIVIDUAL'S BASE PAY

A. FOOTBALL

1.	Head Coach	10%
2.	Assistant Varsity	7%
3.	J.V. Head Coach	7%
4.	J.V. Assistant	6%
5.	9th Grade Head Coach	6%
6.	9th Grade Assistant	5%

B. BASKETBALL

1.	Head Varsity	10%
2.	J.V. Coach	7%
3.	9th Grade	6%
4.	8th Grade*	5%
5.	7th Grade*	5%
6.	Elementary Coach	5%

- * If combined number of players as of the first game day is twenty (20) or less for both teams, the one (1) coach shall coach both teams for six Percent (6%).

C. TRACK

1.	Head Coach*	10%
2.	Assistant Coach*	7%
3.	Cross Country	7%

- * If boys and girls teams are combined, then the Head Coach shall receive eleven and one-half percent (11-1/2%) and assistant coaches receive seven and one-half percent (7-1/2%).

D.	WRESTLING	
1.	Head Coach	10%
E.	VOLLEYBALL	
1.	Head Coach	10%
2.	J.V. Coach	7%
F.	BASEBALL	
1.	Head Coach	7%
G.	SOFTBALL	
1.	Head Coach	7%
H.	CHEERLEADING	
1.	Varsity and J.V. Football	6%
2.	Varsity & J.V. Basketball	6%
3.	Junior High	2%

II. OTHER

A.	Yearbook**	3%
B.	Wood Shop and Metal Shop Equipment Maintenance	7%
C.	Band Director	10%
D.	Drama Coach	4%
E.	Athletic Director	10%
I.	Librarian	2.5% per week
J.	Counselor	2.5% per week

** Three percent (3%) while combined with Journalism - five percent (5%) if not.

NOTE: Shop equipment maintenance will be paid to the one bargaining unit member with the highest seniority. The pay percentage will decrease on a prorated basis if the number of wood and metal shop classes decreases from the number taught in the 1982-1983 school year (\$217.60 pr each one semester class).

III. Hourly pay rate for summer academic, adult education, driver education programs shall increase annually using the same percentage as applied to the B.A. Base (1997-98 - \$18.66, 1998-99 - \$19.22, 1999-2000 - \$19.80).

Assignments for hourly programs will be made by the Board on

the basis of seniority gained through the years of continuous employment in the district, assuming equal qualification among applicants.

- IV. Any qualified member of the bargaining unit may apply for any extracurricular vacancy. When notification of vacancy is received by the administration, they shall notify the Union President of his/her designee and post such vacancies on teacher bulletin boards in each building for a period of seven (7) days.

If all qualifications are equal, the most senior bargaining unit member shall be awarded the position. Should no bargaining unit member apply or meet the posted qualifications, the position may be filled at the district's discretion.

Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

Extracurricular assignments are annually renewed appointments and are non-tenured.

Any extracurricular employee outside the bargaining unit may elect to volunteer their services.

APPENDIX B-(3)
EXTRACURRICULAR SALARIES

I. INTERSCHOLASTIC ATHLETICS

		PERCENT OF B.A.BASE
A.	FOOTBALL	
1.	Varsity Head Coach	12%
2.	Assistant Varsity	9%
3.	J.V. Head Coach	9%
4.	J.V. Assistant	8%
5.	9th Grade Head Coach	8%
6.	9th Grade Assistant	7%
7.	8th Grade Head Coach	6%
8.	7th Grade Head Coach	6%
B.	CROSS COUNTRY	
1.	Head Coach	10%
C.	BASKETBALL	
1.	Head Varsity	12%
2.	J.V. Coach	10%
3.	9th Grade	9%
4.	8th Grade*	6%
5.	7th Grade*	6%
* If combined number of players as of the first game day is twenty (20) or less for both teams, the one (1) coach shall coach both teams for seven percent (7%).		
D.	WRESTLING	
1.	Head Coach	12%
E.	VOLLEYBALL	
1.	Varsity Head Coach	12%
2.	J.V. Coach	9%
F.	TRACK	
1.	Varsity Head Coach	12%
2.	Assistant	9%

G. BASEBALL

1. Head Coach 9%

H. SOFTBALL

1. Head Coach 9%

I. CHEERLEADING

1. Varsity & J.V. Football 6%
2. Varsity & J.V. Basketball 16%
3. Junior High 2%

II. PROGRAM, SPONSORS & ADVISORS

A. Yearbook 5%
B. Wood Shop and Metal Shop
Equip Maint 9%
C. Band Director 12%
D. Drama Coach 6%
E. Class Sponsor - Senior 3%
Class Sponsor - Junior 3%
Class Sponsor - Sophomore 2%
Class Sponsor - Freshman 1%
F. Athletic Director 15%
G. National Honor Society 1%
H. Student Government Advisor 1%
I. Chapter I Coordinator
J. Gifted & Talented 8.5%

* Five percent (5%) if connected with the journalism class, seven percent (7%).

** (1) Shop equipment maintenance will be paid to the one bargaining unit member with the highest seniority. The pay \$209.81 per each one semester class.

III. Hourly pay rate for summer academic, adult education, driver education programs, and added hours for counselor and librarian shall increase annually using the same percentage as applied to the B.A. Base (1997-98 - \$18.66, 1998-99 - \$19.22, 1999-2000 - \$19.80).

Assignments for hourly programs will be made by the Board on the basis of seniority gained through the years of continuous employment in the district, assuming equal qualification among applicants.

IV. Any qualified member of the bargaining unit may apply for any extracurricular vacancy. When notification of vacancy is

received by the administration, they shall notify the Union President of his/her designee and post such vacancies on teacher bulletin boards in each building for a period of seven (7) days.

If all qualifications are equal, the most senior bargaining unit member shall be awarded the position. Should no bargaining unit member apply or meet the posted qualifications, the position may be filled at the district's discretion.

Once filled, a position will not be posted again until such time as the employee resigns, is dismissed or is unable to carry out the duties and responsibilities of the position.

Extracurricular assignments are annually renewed appointments and are non-tenured.

Any extracurricular employee outside the bargaining unit may elect to volunteer their services.

V. The following provisions will apply to the implementation of the mentoring program mandated through Section 1526 of the Michigan School Code:

1. A building committee of three persons (administrator and two teachers) will select mentors based on the procedures and criteria for the selection of teacher mentors found in the Michigan Department of Education guidelines (page 7).

Mentoring positions are voluntary in that a teacher may accept or reject his/her selection as a mentor.

2. The district will provide each mentor at least one formal training session for the position and periodic in-service at the local level.
3. The mentoring assignment will have a proactive and a reactive components as follows:
 - a. The proactive component of the assignment will include the following:
 1. The mentor should observe the teaching of the novice at least three and not more than five class periods during the school year.
 2. The mentor should have three meetings with the novice each semester.

3. Observations will be done during the mentor's conference period if possible. The observation and meeting dates and times must be approved in advance by the building principal.
 4. The mentor must maintain a log of activities to be used in documenting compliance with the legislation and submit the log to the building principal at the end of each semester.
 5. The mentor's relationship with the novice will be confidential and the mentor will not be involved in the district evaluation of the novice.
 6. The mentor should assist the novice in preparation of the individual development plan with the building principal.
- B. The reactive component of the assignment will include the following:
1. There may be occasions when the novice seeks advice or suggestions apart from the formal setting. The mentor may use his/her own discretion in the meetings outside the formal setting.
 2. Mentors and novices have an "at-will" relationship. That is, the mentor may resign from the position with two weeks notice to the principal or the novice may request a different mentor.
4. Each mentor will receive a total of \$600 over the three years of service as a mentor. The schedule of payments is as follows:

Year One	\$300
Year Two	\$200
Year Three	\$100

APPENDIX C
ROGERS CITY AREA SCHOOLS

1997-98 CALENDAR

182 Contract Days (includes the 1 professional development day required by law at no added cost to the district beyond the 3% increase in salary).

180 Membership Days

ROGERS CITY AREA SCHOOLS

1997-98 CALENDAR

Tuesday, August 26, 1997	Teacher Orientation
Wednesday, August 27, 1997	First Day of School
Monday, September 1, 1997	Labor Day, No School
Friday, October 31, 1997	End of First Marking Period
Thursday, November 6, 1997	Parent-Teacher Conferences 6-8:30 PM
Wednesday, November 26, 1997	Dismiss for Thanksgiving--11:15 AM
Monday, December 1, 1997	School Resumes
Friday, December 19, 1997	Dismiss for Christmas Break--12:15 PM
Monday, January 5, 1998	School Resumes
Thursday, January 22, 1998	Exams--School Dismisses at 12:00 PM
Friday, January 23, 1998	Exams--School Dismisses at 12:00 PM
	End of Second Marking Period
Thursday, January 29, 1998	High School Parent-Teacher Conferences 6-8:30 PM
Monday, February 9, 1998	Professional Development Day--No School
Friday, March 27, 1998	Dismiss for Spring Break--End of School Day
	End of Third Marking Period
Monday, April 6, 1998	School Resumes
Thursday, April 9, 1998	Dismiss for Easter--End of School Day
Tuesday, April 14, 1998	School Resumes
Thursday, April 16, 1998	Elementary School Parent-Teacher Conferences 6-8:30 PM
Monday, May 25, 1998	Memorial Day, No School
Wednesday, June 3, 1998	Exams--School Dismisses at 12:00 PM
Thursday, June 4, 1998	Exams--School Dismisses at 12:00 PM
	Teachers leave at 3:00 PM
	Last Day of School

1 Professional Development Day

180 Instructional Days (August--3, September--21, October--23, November--18, December--15, January--20, February--19, March--20, April--17, May--20, June--4)

Act of God days and extra make-up days if added will be cause for further adjustments.

APPENDIX C

ROGERS CITY AREA SCHOOLS

1998-99 CALENDAR

182 Contract Days (includes the 2 professional development days required by law at no added cost to the district beyond the 3% increase in salary)

The first teacher work day of the year will be extended in duration in such a fashion as to fulfill the requirements of the State of Michigan to qualify as a professional development day under the Michigan School Code in addition to traditional types of school business activities. This will constitute an exception to the normal duty hours set forth in Article 6(A)

180 Membership Days

ROGERS CITY AREA SCHOOLS

1998-99 CALENDAR

Tuesday, August 25, 1998
Wednesday, August 26, 1998
Monday, September 7, 1998
Monday, October 5, 1998
Friday, October 30, 1998
Thursday, November 5, 1998
Wednesday, November 25, 1998
Monday, November 30, 1998
Friday, December 18, 1998
Monday, January 4, 1999
Thursday, January 21, 1999
Friday, January 22, 1999

Thursday, January 28, 1999
Friday, March 26, 1999

Tuesday, April 6, 1999
Thursday, April 8, 1999
Monday, May 31, 1999
Tuesday, June 1, 1999
Wednesday, June 2, 1999

Teacher Orientation-AM/ Professional Development-PM
First Day Of School
Labor Day--No School
Professional Development Day--No School
End of First Marking Period
Parent-Teacher Conferences 6-8:30 PM
Dismiss for Thanksgiving--11:15 AM
School Resumes
Dismiss for Christmas Break--12:15 PM
School Resumes
Exams--School Dismisses at 12:00 PM
Exams--School Dismisses at 12:00 PM
End of Second Marking Period
High School Parent-Teacher Conferences 6-8:30 PM
Dismiss--Spring / Easter Break--End of School Day
End of Third Marking Period
School Resumes
Elementary School Parent-Teacher Conferences 6-8:30 PM
Memorial Day, No School
Exams--School Dismisses at 12:00 PM
Exams--School Dismisses at 12:00 PM
Teachers leave at 3:00 PM
Last Day of School

2 Professional Development Days

180--Instructional Days (August--4, September--21, October--21, November--19, December--14
January--20, February--20, March--20, April--19, May--20, June--2)

Act of God days and extra make-up days if added will be cause for further adjustments.

* The first teacher work day of the year will be extended in duration in such a fashion as to fulfill the requirements of the State of Michigan to qualify as a professional development day under the Michigan School Code in addition to traditional types of school business activities. This will constitute an exception to the normal duty hours set forth in Article 6(A).

APPENDIX C

ROGERS CITY AREA SCHOOLS

1999-2000 CALENDAR

183 Contract Days (includes the 3 professional development days required by law at not added cost to the district beyond the 3% increase in salary)

the first teacher work day of the year will be extended in duration in such a fashion as to fulfill the requirements of the State of Michigan to qualify as a professional development day under the Michigan School Code in addition to traditional types of school business activities. This will constitute an exception to the normal duty hours set forth in Article 6(A).

180 Membership Days

ROGERS CITY AREA SCHOOLS

1999-2000 CALENDAR

Monday, August 23, 1999	Teacher Orientation-AM / Professional Development--PM
Tuesday, August 24, 1999	First Day of School
Monday, September 6, 1999	Labor Day--No School
Monday, October 4, 1999	Professional Development Day--No School
Friday, October 29, 1999	End of First Marking Period
Thursday, November 4, 1999	Parent-Teacher Conferences 6-8:30 PM
Monday, November 15, 1999	Opening Day--Deer Season--No School
Wednesday, November 24, 1999	Dismiss for Thanksgiving--11:15 AM
Monday, November 29, 1999	School Resumes
Friday, December 17, 1999	Dismiss for Christmas Break--12:15 PM
Monday, January 3, 2000	School Resumes
Thursday, January 20, 2000	Exams--School Dismisses at 12:00 PM
Friday, January 21, 2000	Exams--School Dismisses at 12:00 PM
	End of Second Marking Period
Monday, January 24, 2000	Professional Development Day--No School
Thursday, January 27, 2000	High School Parent-Teacher Conferences 6-8:30 PM
Friday, March 24, 2000	Dismiss for Spring Break, End of School Day
	End of Third Marking Period
Monday, April 3, 2000	School Resumes
Thursday, April 6, 2000	Elementary School Parent-Teacher Conferences 6-8:30 PM
Thursday, April 20, 2000	Dismiss for Easter Break--End of School Day
Tuesday, April 25, 2000	School Resumes
Monday, May 29, 2000	Memorial Day, No School
Thursday, June 1, 2000	Exams--School Dismisses at 12:00 PM
Friday, June 2, 2000	Exams--School Dismisses at 12:00 PM
	Teachers leave at 3:00 PM
	Last Day of School

3 Professional Development Days

180--Instructional Days (August--6, September--21, October--20, November--19, December--13, January--20, February--21, March--18, April--18, May--22, June--2)

Act of God days and extra make-up days if added will be cause for further adjustments.

- * The first teacher work day of the year will be extended in duration in such a fashion as to fulfill the requirements of the State of Michigan to qualify as a professional development day under the Michigan School Code in addition to traditional types of school business activities. This will constitute an exception to the normal duty hours set forth in Article 6(A).

APPENDIX D

LETTER OF AGREEMENT
Between the

ROGERS CITY AREA SCHOOLS BOARD OF EDUCATION
and the

NORTHERN MICHIGAN EDUCATION ASSOCIATION

The undersigned parties agree that the Board of Education will offer a voluntary severance payment to eligible teachers as defined herein, subject to the provisions set forth below:

1. It is understood that participation in the plan is voluntary and, as such, the teacher will be required to complete a voluntary release and discharge of claims agreement.
2. A teacher must be retiring under the terms of the Michigan Public School Employees Retirement System and have at least 15 years of service since the teacher's last date of hire to the Rogers City Area Schools by the end of the 1997-98 fiscal year.
3. A teacher electing to resign must submit an irrevocable letter of resignation (subject to the ADEA revocation period requirement specified in the voluntary release and discharge of claims agreement) to the Superintendent by March 15, 1998 (or March 15, 1999, if appropriate), with an effective date on the resignation at the end of the last teacher work day for the school year (1998 OR 1999) in which the teacher will retire.
4. The number of eligible teachers who will be permitted to resign under the plan will be limited to eight (8), unless additional teachers are authorized by the Board of Education.
5. Eligible teachers will receive \$13,000. In the event that a bargaining unit member qualifies for the early retirement incentive (ERI) and has made application for retirement benefits from the Michigan Public Schools Retirement System but dies before he actually receives the ERI benefits, as provided in this Agreement, the Board agrees to pay the beneficiary of the bargaining unit member.
6. In that the teachers resigning under this plan would be eligible for insurance benefits under the state retirement plan, the insurance benefits of teachers severing under this plan will be discontinued or effective August 31, 1998 or 1999, whichever is appropriate.

7. Teachers shall assume responsibility for the tax obligations associated with the plan consistent with state and federal requirements.
8. This plan shall terminate and cease to be binding upon completion of payments to eligible teachers.

Signed this 15th day of September, 1997_____.

ROGERS CITY EDUCATION
ASSOCIATION/NMEA

ROGERS CITY AREA SCHOOLS

By: Bob Britzke

By: John A. Fisher

LETTER OF UNDERSTANDING
BETWEEN THE
ROGERS CITY AREA SCHOOLS BOARD OF EDUCATION
AND THE
ROGERS CITY EDUCATION ASSOCIATION/NMEA

Whereas, a committee comprised of Association Members and Administrators has planned a "Back to School Night" for parents of students in grades seven through twelve and the annual "PTO Open House," grades K-6, and

Now, therefore, be it resolved that in exchange for the September 24, 1997, participation in the parents' "Back to School Night" and the September 25, 1997, PTO Open House," grades kindergarten through six, the parties to the 1997-2000 Master Agreement mutually agree that Friday, December 19, 1997, will have a reduced schedule with hours of responsibility from 8 a.m. until 12:15 p.m., at which time Christmas break will begin.

Be it further resolved that in exchange for the September 23, 1998, participation in the parents' "Back to School Night" and the September 24, 1998, "PTO Open House," grades kindergarten through six, the parties to the 1997-2000 Master Agreement mutually agree that Friday, December 18, 1998, will have a reduced schedule with hours of responsibility from 8 a.m. until 12:15 p.m., at which time Christmas break will begin.

Be it further resolved that in exchange for the September 22, 1999, participation in the parents' "Back to School Night" and the September 23, 1999, "PTO Open House," grades kindergarten through six, the parties to the 1997-2000 Master Agreement mutually agree that Friday, December 17, 1999, will have a reduced schedule with hours of responsibility from 8 a.m. until 12:15 p.m., at which time Christmas break will begin.

Be it finally resolved that this agreement is not precedential and will terminate with the expiration of the Master Agreement.

ROGERS CITY EDUCATION
ASSOCIATION/NMEA

Bob Bristzke

Dated: September 15, 1997

ROGERS CITY AREA SCHOOLS

John A. Nicks

LETTER OF UNDERSTANDING
BETWEEN THE
ROGERS CITY AREA SCHOOLS BOARD OF EDUCATION
AND THE
ROGERS CITY EDUCATION ASSOCIATION/NMEA

Whereas, the position of ninth grade boys' basketball coach is a part of Appendix B of the Master Agreement, and

Whereas, the Board of Education desires to add a ninth grade girls' basketball coach to Appendix B of the Master Agreement, and

Whereas, the Board of Education plans to fund this position through a forty percent (40%) reduction in the ninth grade basketball season for both boys and girls.

Now, therefore, be it resolved that the parties to the 1997-2000 Master Agreement mutually agree to reduce the compensation of the ninth grade boys' basketball coaching position by forty-percent (40%) of the Appendix B Salary Schedule to coincide with the equal reduction in schedule.

Further, the parties agree to compensate the ninth grade girls' basketball coaching position at forty-percent (40%) less than would otherwise be paid in accordance with that person's position on Appendix B.

Be it further resolved that this agreement is not precedential and will terminate with the termination of the Master Agreement.

ROGERS CITY EDUCATION
ASSOCIATION/NMEA

ROGERS CITY AREA SCHOOLS

Bob Brietzke

John A. Rader

Dated: September 15, 1997

JRJ:slb
09-05-97
54/5

LETTER OF UNDERSTANDING
BETWEEN THE
ROGERS CITY AREA SCHOOLS BOARD OF EDUCATION
AND THE
ROGERS CITY EDUCATION ASSOCIATION/NMEA

WHEREAS, the Board of Education wishes to compensate the Junior Varsity Wrestling Coach for the 1997-2000 wrestling seasons, and

WHEREAS, the Board of Education and the Rogers City Education Association agree that a payment of \$987.21, which includes FICA and retirement, may be made for the Junior Varsity Wrestling Coach for the 1997-2000 wrestling seasons,

NOW, THEREFORE, BE IT RESOLVED, that this agreement is not precedential and will terminate with the termination of the Master Agreement.

ROGERS CITY EDUCATION
ASSOCIATION/NMEA

Bob Brietzke

Dated: September 15, 1997

JRJ:slb
09-05-97
281/5

ROGERS CITY AREA SCHOOLS

John A. Nadeau