

6-30-75

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ROGERS UNION SCHOOL DISTRICT NO. 1  
Rogers City, Michigan

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of Education of Rogers Union School District No. 1 of Rogers City, Michigan hereinafter called the "Board", and the Rogers City Educators Association, hereinafter called the "Association".

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment and

Whereas the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

Rogers Union School District No. 1

Rogers Union School District No. 1  
251 West Union Avenue  
Rogers City, Michigan -1-  
49779

ROGERS UNION SCHOOL DISTRICT NO. 1

ARTICLE 1

Recognition

1.1 The Board hereby recognizes the Rogers City Educators Association as the exclusive bargaining representative with respect to wages, hours, and working conditions as defined in Section 11 of Act 379, Public Acts of 1965, for all certified personnel, but excluding all others such as, but not limited to, superintendent, assistant superintendent, principals, and all custodial, maintenance, office and clerical personnel, cafeteria, transportation, and student employees. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

1.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

Membership, Fees and Payroll Deductions

2.1 Each teacher employed on or after July 1, 1974, as a condition of continued employment, shall either:

2.1.1 Become a member of the Rogers City Educators Association and the National and Michigan Education Associations and sign and deliver to the District an assignment authorizing deduction of membership dues from the individual teacher's salary, or

- 2.1.2 Not become a member of the Associations, but sign and deliver to the District an assignment authorizing deduction of a representation fee equivalent to the membership dues of the three Associations.
- 2.2 Each teacher employed on or before July 1, 1974, as a condition of continued employment effective September 1, 1974, shall either:
- 2.2.1 Become a member of the Rogers City Educators Association and the National and Michigan Education Associations and sign and deliver to the District an assignment authorizing deduction of membership dues from the individual teacher's salary, or
- 2.2.2 Not become a member of the Associations, but sign and deliver to the District an assignment authorizing deduction of a representation fee equivalent to the membership dues of the three Associations.
- 2.3 As an alternate to payroll deduction, the teacher may at his option pay the total referred to in Sections 2.1 or 2.2 as a single payment to either the Association or District. Such payment is to be made within 60 days of the beginning of the contractual period.
- 2.4 The Association will certify to the District in writing the current rate of membership dues for each of the Associations mentioned in Sections 2.1 and 2.2 above. If any of said Associations shall change the rate of membership dues, the

Association will give the District thirty (30) days written notice prior to the effective date of such change.

2.5 The deduction of membership dues, representation fees, or monies equivalent to the sum of the dues shall be made from **each pay check starting in September, in twenty equal payments. The District agrees to transmit the monies teachers individually and voluntarily authorize the District to deduct to the appropriate Associations or accounts accompanied by a list of teachers from whom the deductions have been made.**

2.6 The Association shall hold the District harmless on account of any dues deducted and remitted to the Association pursuant to this Agreement.

2.7 It will be the responsibility of the Association to verify teachers' life membership in the MEA and/or NEA.

2.8 **Financial Responsibility.** It is recognized that the Association's negotiation and administration of this Agreement entail expenses which should be shared by all personnel in the bargaining unit who are beneficiaries of this Agreement. Any teacher who shall fail to comply with the provisions of Sections 2.1.1 or 2.1.2 of Paragraph 2.1, or Sections 2.2.1, 2.2.2 of Paragraph 2.2 of this Article shall have his employment terminated at the conclusion of the current school year. No teacher's employment shall be terminated under this Article, however, unless:

2.8.1 The Association has notified him by letter, with proof of service, advising him of such failure to comply and advising him that, unless compliance is effected within thirty (30) days, he will be reported for termination of employment under this Article, and

- 2.8.2 The Association furnished the District with a copy of such letter, with proof of service that it has been mailed and received, and that thirty (30) days have elapsed without compliance and that termination of employment for that employee is requested.
- 2.8.3 Nothing contained herein shall be construed to deny or to deprive any teacher rights he may have under the Michigan General School Laws, or the provisions of the Michigan Teacher Tenure Act.
- 2.8.4 The Association agrees to indemnify and save the Board, and including each individual school board member, 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 arise out of or by reason of, action by the Board for the purpose of complying with this Agreement commencing on July 1, 1974.

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

The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

The Association, after consideration 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 action or the defense which may be assessed against the Board by a court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle any claim made against the Board under this section.

## ARTICLE 3

### Teacher Rights

3.1 Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every "teacher" of the "school district" shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation 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 teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States. The Board will not discriminate against any teacher 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 or collective professional negotiations with the Board, or his institution of any grievance.

3.2 "Subject to administration approval, the Association and its members shall have the right to use an adequate room within the school building to transact official Association business when this room is not previously scheduled for other events."

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. The teachers shall have available to them at the Board's expense, a bulletin board within their lounges for the dissemination of Association materials, plus the use of inter- and intra-building communication systems, at no cost to the school district and the school district assumes no responsibility for the Association's use of the communications system.

- 3.3 "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 or to alter previously compiled information to conform with the specifications of the Association."

#### ARTICLE 4

##### Board Rights

- 4.1 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 foregoing, the right:
- 4.2 To the executive management and administrative control of the school system and its properties, facilities and employees.
- 4.2.1 To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their employment, or their dismissal, demotion or promotion.
- 4.2.2 To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

#### ARTICLE 5

##### Professional Compensation

- 5.1 The salaries of teachers covered by this Agreement are set forth in Schedule A.

## ARTICLE 6

### Teaching Hours

- 6.1 The teacher's normal on-duty hours in the city schools shall be as follows:
- 6.1.1 Teachers check in no later than 8:00 A.M.
- 6.1.2 Teachers shall leave school no earlier than 3:00 P.M.
- 6.2 All teachers shall be entitled to a duty-free,uninterrupted lunch period of no less than forty-five (45) minutes.
- 6.3 It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
- 6.3.1 Careful dolly preparation.
- 6.3.2 Attendance at staff meetings.
- 6.3.3 Classroom teaching assignments are not to exceed 25 clock hours per week, with the exception of the High School Study Hall Teacher Assignment to a Study Hall period shall be considered a teaching period for the purposes of this article. Newly employed, inexperienced teachers shall be assigned the lowest class size at their teaching levels and shall be assigned not more than two preparations per semester, whenever possible.

### SCHOOL CALENDAR

- 6.4 The School Board and the Rogers City Educators Association shall establish a school calendar that will start school the day after Labor Day; will conform to Michigan Department of Education requirements, and for two (2) additional days of school for teachers. All other aspects of the calendar will be negotiated yearly.

ROGERS UNION SCHOOL DISTRICT NO. 1  
 PROPOSED SCHOOL CALENDAR  
 1974-75

8-22-74

September 3, 1974	Teachers Inservice Day
September 4, 1974	Opening Day of School
November 27, 1974	Thanksgiving Recess-12:00 Noon
December 2, 1974	Classes Resume
December 20, 1974	Christmas Recess Begins - end of school day
January 6, 1975	Classes Resume
January 24, 1975	End of First Semester
March 25, 1975	Easter Recess - end of school day
April 1, 1975	Classes Resume
May 26, 1975	Memorial Day
June 5, 1975	School Closes - 12:00 Noon
June 6, 1975	Work Day for Teachers

Membership Days

September, 1974	19	
October	23	Christmas Vacation - 10 Days
November	19	
December	15	
January, 1975	20	Easter Vacation - 4 Days
February	20	
March	17	38 Weeks
April	22	
May	21	This calendar conforms to the minimum requirements of the State of Michigan for days in session and hours of instruction.
June	4	
180 days in session		

## ARTICLE 7

### Teaching Conditions

- 7.1 The parties recognize that the availability of optimum (best under the circumstances) school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this purpose.
- 7.2 It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. 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 by the affected teacher.
- 7.3 For those teachers scheduled or authorized to travel between buildings, the Board shall reimburse these people for mileage at a rate of 12 cents per mile. These people shall be allowed sufficient time for commuting between buildings. This time shall be determined by the teachers involved and the Administration at the beginning of each school year. This time shall not be considered "break-time".
- 7.4 The Board shall make available in each school facilities exclusively for lounge use.
- 7.5 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 and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

- 7.6 At the beginning of every school year, the Association shall be credited with three (3) days to be used by teachers who are officers or agents of the Association; such use to be at the discretion of the Association. The teacher involved shall notify his principal no less than forty-eight (48) hours in advance of taking such leave.
- 7.7 Administration telephones shall be made available to teachers for professional classroom use of a confidential nature.

## ARTICLE 8

### Vacancies and Promotions

- 8.1 Whenever any vacancy in any professional position shall occur during the school year, the Board shall give written notice of such vacancy to qualified teachers and shall provide notice on the bulletin boards in each faculty lounge and in each administrative office. If the vacancy shall occur when school is not in session, the Board shall give written notice to those qualified teachers who have left addresses with the Administration. Listings shall include all qualifications necessary to fill this vacancy. In case of urgency, an existing vacancy can be filled on a temporary basis until 15 days' notice is given as required above.
- 8.2 Any qualified teacher may apply to fill such vacancy. In filling such vacancy, the Board agrees to give consideration to the professional background and attainments of applicants, to the length of time each has been in the school system of the District, and to other relevant factors.
- 8.3 The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement shall mean continuous employment

in a school of the District, including substitute service, without regard to tenure status.

## ARTICLE 9

### Transfers

9.1 The parties agree that unrequested transfers are to be minimized and avoided whenever possible.

9.2 Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE 10

### Leave of Absence and Sick Leave

#### 10.1 Personal Day Absence

10.1.1 At the beginning of every school year each teacher shall be credited with two (2) days to be used for the teacher's personal leave. If a teacher uses one or less personal leave days, he shall be reimbursed one (1) day of substitute pay at the end of the school year. A teacher planning to use a personal leave day or days shall notify his principal at least **3 days** in advance, except in cases of emergency. These days are to be taken in increments of full or one-half (1/2) days only. Additional days may be taken at the teacher's own expense, with the approval of the superintendent. Personal leave will be granted only if a qualified substitute is available.

10.2 All teachers shall be granted unlimited sick leave, to the end of the contract year, without loss of pay, and according to the following provisions:

10.2.1 Personal Illness or Quarantine

10.2.1.1 The District's liability for compensation under Article 10 will be reduced by the amount of Workmens Compensation for which the teacher is eligible.

10.2.1.2 In the event of absence of a teacher for illness in excess of six (6) working days (Consecutive) the district may require medical verification.

10.2.2 Four (4) days granted each year for serious illness in immediate family of employees.

10.2.2.1 Relationship immediate family of employee includes spouse, son, daughter father, mother, sister, brother, father-in-law, mother-in-law.

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

10.2.3 Three (3) days per death in immediate family.

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

10.2.4 Five (5) days for death of employees spouse.

10.3 Leave of Absence

Absence when a teacher is called for court appearances as a witness or for jury duty (Less amount received for jury pay). The School Board retains the right to ask that the teacher be excused from jury duty.

#### 10.4 Leave of Absence (without pay)

10.4.1 The Board shall grant to any teacher a leave of absence for the purpose of child birth. Such leave shall commence when the teacher is no longer able to adequately perform the duties to which she is regularly assigned and shall last, after the termination of the pregnancy, until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

10.4.2 In the event of miscarriage prior to the start of maternity leave, the sick leave provision of this collective agreement shall apply.

10.4.3 A teacher on maternity leave shall receive the health insurance benefits provided for under this collective agreement.

10.4.4 Any teacher whose personal illness extends beyond the period compensated under Article 10 shall be granted a leave of absence without pay for a period of not to exceed one year. The leave may be renewed each year upon a written request of the teacher, subject to approval of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or to a substantially equivalent position providing a vacancy exists.

10.5 The Board agrees to grant up to three (3) days for civic responsibility duties that cannot be carried out during any time other than on school days. All such leave days must be approved by the building principal.

### ARTICLE 11

#### Insurance

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board of Education agrees to furnish to all employees of the school

district the following insurance protections:

- 11.1 The Board will pay 100% of the cost of a family subscriber plan in any mutually acceptable insurance plan which will include hospitalization, surgical, medical and basic life insurance benefits. The subscriber benefits of this plan shall be equivalent to those included in the MESSA Super Medical Health Care Insurance.
- 11.2 The Board will make payment of insurance premiums for each full time employee to provide insurance coverage for the full twelve-month period, commencing September 1 and ending August 31. The Board will make a pro-rated payment of the premium for regular employees who work less than full time.
- 11.3 Employees desiring additional coverage must pay the balance on an individual basis.
- 11.4 In the event that an employee does not wish to participate in this insurance plan, then no benefits will be forthcoming.
- 11.5 The carrier elected shall provide for continuation of health care insurance coverage for retired employees at their option and expense.
- 11.6 Employees of this school system who are insured as dependents under other hospitalization insurance contracts are only eligible for the basic term life insurance provided by this agreement.
- 11.7 This program shall remain in force until a new contract is ratified.

## ARTICLE 12

### Teacher Evaluation

- 12.1 All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- 12.2 A teacher 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 that a written reprimand has been placed in the teacher's file. The work performance of all teachers shall be evaluated in writing.
- 12.3 No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action shall be subject to the professional grievance negotiations procedure stipulated in Article 14 of this Agreement. Non-renewal of Probationary Contracts are excluded from the paragraph.
- 12.3.1 Probationary teachers shall be evaluated three times during the school year; no later than two months following the teacher's commencement of service, no later than four months after the teacher's commencement of service, and seventy days prior to the end of the probationary school year.
- 12.3.2 Tenure teachers shall be evaluated at least once each school year.
- 12.4 Each evaluation need not be scheduled, and shall be made in person for a minimum of thirty (30) consecutive minutes.
- 12.5 A personal interview shall be arranged within five (5) school days after the evaluation. At this time a written evaluation shall be submitted to and discussed with the teacher. The written evaluation shall be signed and dated by both parties. In the event that the teacher feels his evaluation was incomplete or unjust, he may put objections in writing, and have them attached to the evaluation report to be placed in his personal file.
- 12.6 Teachers whose services are being considered for termination under provision of the Tenure Act shall receive a registered letter of notification and statement of charges from the superintendent, and advised of his/her rights under the provisions of the Tenure Act.

12.7 A teaching coach shall be assigned to every probationary teacher by the teacher's building principal. The Teaching Coach shall be a qualified tenure teacher within the same grade, building or discipline as the probationary teacher and his or her duties shall be to assist and counsel the teacher in acclimating to the teaching situation.

12.8 Three tenure teachers shall be assigned by the Association to evaluate the performance of each probationary teacher in accordance to the procedure outlined in 12.3.1. (Failure to comply with this provision will null and void this section.) Such evaluations will be given equal consideration to the evaluation made by the building principal in determining the status of probationary teachers. In case of disagreement between the recommendation of the principal and the recommendation of the teacher evaluators, the disagreement shall be resolved by a Board of Education decision.

12.9 Each teacher shall have the right, upon written request, to review the contents of his personal file except for credentials from colleges.

## ARTICLE 13

### Protection of Teachers

13.1 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 may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students, nor to 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.

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

#### ARTICLE 14

##### Negotiations

14.1 This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this agreement neither party will be required to negotiate, but may by mutual agreement, negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either of both of the parties at the time they negotiated or signed this agreement.

14.2 At least two weeks after February 1, 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.

#### ARTICLE 15

##### Personal Grievance Procedure

##### 15.1 DEFINITIONS

A. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a teacher works, allegedly caused by misinterpretation or inequitable application of School Board policy or the terms of this agreement.

- B. The term "Teacher" may include any individual or group of teachers who are certified and regularly employed members of the bargaining unit.
- C. A "Party of interest" is the person or persons making the 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.
- D. The term "day" when used in this section shall, except where otherwise indicated, mean working school days.

#### PURPOSE

- A. 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 teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

#### STRUCTURE

- A. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
- B. The Association shall establish a broadly representative Grievance Committee and an Appeal Committee, selection made by the Rogers City Educators Association Executive Board. No member of the Grievance Committee shall be a member of the Appeal Committee. In any event, if any representative or member of these committees is a party in interest to any grievance brought, he shall disqualify himself and shall be replaced by the Association.

- C. The building principal shall be the administrative representative when the particular grievance arises in the building.
- D. The Board hereby designates as its representative the superintendent when the grievance arises in more than one building.

#### PROCEDURE

In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year.

##### A. Level One:

The teacher with a grievance shall present the grievance in writing to the principal and the Association representative at the time of the initial discussion with the principal, with the objective of resolving the matter informally. The initial discussion shall take place no later than ten (10) days following the alleged grievance. The principal shall make his decision known within five (5) days. Failure to act will move the alleged grievance to Level Two.

##### B. Level Two

In the event the grievance is not satisfactorily resolved at level one, the grievant or the Association representative shall file the grievance in writing with the Grievance Committee within five (5) days after the decision or lack of decision at Level One. A copy of the written grievance with the Grievance Committee shall be delivered to the superintendent at the same time it is filed with the Grievance Committee. The Grievance Committee will take action within five (5) days. If the committee decides that the decision at level one is in the best interest of the educational system, it shall so notify the teacher, the Association representative, the building principal and the superintendent.

If the committee decides that the decision at level one is not satisfactory, it shall refer such grievance in writing to the superintendent of schools. The superintendent of schools shall designate three persons, which may include himself, to represent the administration. The president of the Association shall request that the Appeal Committee shall represent the Association. Within ten (10) days after receipt of the written grievance by the superintendent, these two representative groups shall meet to consider the problem and to arrive at an equitable solution of the grievance within five (5) days.

#### C. Level Three

If the grievance is not resolved by the superintendent or his representative and the Appeal Committee within five (5) days of its consideration by them, it shall be referred to the Board of Education at its next regularly scheduled School Board meeting.

#### D. Level Four

If the decision of the Board is not satisfactory to the Association, the grievance shall be submitted to arbitration before an impartial arbitrator selected by the two parties. 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.

15.2 It is further agreed that the Grievance Committee of the Association, the Association officers and the Negotiating Committee of the Board of Education and Administrators will meet five (5) times (unless the parties mutually agree not to) during the school year to discuss problems of mutual interest to the educational program of the school district.

## ARTICLE 16

### Procedure In Personnel Reduction

- 16.1 1. In the event that a reduction of personnel shall become necessary by reason of decline in enrollment or financial resources, the Board shall first retain those teachers who:
- a. Possess current teaching certificates for the desired level of instruction or specialty.
  - b. Who are qualified to teach in those areas or disciplines to be preserved by reason of:
    - 1. Major or minor teacher areas
    - 2. Teaching experience in a particular teaching subject area or discipline.
  - c. Who have the longest period of continuous service in the school district; (order of preference will be given to the above progressively from (a) to (c) inclusive.)
2. In the event of lay-off, the Board will make every effort to insure that separated personnel may be placed in other teaching situations that may be under the Board's control.
3. In the event of lay-off the Board will institute a recall procedure which, when implemented, will insure teachers that they will be recalled in reverse order of lay-off, without loss of status, or credit for previous years of teaching experience. Recall will be initiated immediately upon resolution of any financial crisis or drop in enrollment which may have precipitated the necessary reduction in personnel.
4. Any teacher laid off pursuant to this article shall continue to receive insurance protection as outlined in this agreement for the remainder of the current school year.

## ARTICLE 17

### Sabbatical Leave

Teachers who have been employed in the Rogers City School system 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 teacher will receive the same Health Care benefits that are made available to other contractual personnel.

A teacher, 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 shall 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 one member of the professional staff make application in any one year, selection will be made on the basis of seniority within the district.

Before beginning the sabbatical leave, the teacher 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 teacher 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 18

18.1

Teacher's Personal File

1. Each teacher's file shall contain the following items of information (Board of Education File):
  - a. Annual TB report
  - b. Teacher certificate or copy
  - c. Transcript of credit
  - d. Written recommendations
  - e. Tenure recommendations
  - f. Copies of contracts
  
2. Each teacher's personal file shall contain the following items (Building Principal's file):
  - a. Copies of all teacher written evaluations
  - b. Copies of all charge sheets
  - c. Copies of all written administrative or board reprimands
  - d. Copies of all Association reprimands
  - e. Copies of all commendations
  
3. Each teacher shall have the right, upon written request, to review the contents of his own personal file except for college credentials or written recommendations.
  
4. Each teacher may insert into his file written comments regarding any charges, evaluations, reprimands or commendations.
  
5. All written charges must be presented to the building principal and the teacher within thirty (30) days of the alleged incident and the date of alleged incident indicated. Teachers will be notified immediately of any written charges that have been placed against them.
  
6. Any disputed charges placed in the teacher's file are subject to the grievance procedure.

Miscellaneous Provisions

- 19.1 Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.
- 19.2 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 teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- 19.3 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed by the Board. Additional copies are to be made available to the Association upon written request.
- 19.4 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void.
- 19.5 On any day when school sessions are scheduled but that schedule is cancelled by the superintendent due to weather or other conditions beyond control, such announcement shall be made as early as possible over Radio Station WHAK.
- 19.6 Teachers shall be given a tentative class schedule or assignment for the following year prior to the termination of this contract.
- 19.7 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

ARTICLE 20

Termination of Agreement

This Agreement shall become effective as of July 1, 1974 and shall continue in full force and effect through June 30, 1975.

Signed - Date \_\_\_\_\_  
Board of Education  
Rogers Union School District No. 1

- 1. \_\_\_\_\_ President
- 2. \_\_\_\_\_ Trustee
- 3. \_\_\_\_\_ Trustee

Signed - Date \_\_\_\_\_  
Rogers City Educators Association

- 1. \_\_\_\_\_ Chief Negotiator
- 2. \_\_\_\_\_ Member
- 3. \_\_\_\_\_ Member
- 4. \_\_\_\_\_ Member
- 5. \_\_\_\_\_ Member

ROGERS CITY COMMUNITY SCHOOLS  
 Rogers City, Michigan 49779  
 1974-75 PROFESSIONAL SALARY SCHEDULE

	1.00 BA + 20	1.05 BA + 25	1.07 BA + 30	1.10 MA
1.	8,364	8,782	8,949	9,200
2.	8,724	9,160	9,335	9,596
3.	9,099	9,554	9,736	10,009
4.	9,490	9,965	10,154	10,439
5.	9,898	10,393	10,591	10,888
6.	10,324	10,840	11,047	11,356
7.	10,768	11,306	11,522	11,845
8.	11,231	11,793	12,017	12,354
9.	11,714	12,300	12,534	12,885
10.	12,218	12,829	13,073	* 13,440

\* Dollar figure for those teachers with MA degrees who were off schedule (1974-75 only)

1. 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 of Education. Semester hours earned before July 1, 1960, which are accepted by colleges where teachers are doing their graduate work will be recognized by the Board of Education.
2. 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 of Education and Administration will be the judge on these hours.
3. 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 teacher is working on an advanced degree.
4. No more than nine years of experience in an outside system to apply on the salary schedule for degree teachers hired for the school year 1974-75.  
  
Credit for non-degree teaching experience; no more than six years of credit on the salary schedule shall be given for non-degree teaching experience.
5. All teachers must hold teachers' certificates that are currently valid in Michigan. Out-of-State applicants may have their credentials certified by applying to the Department of Certification and Higher Education, Department of Education, Lansing, Michigan.
6. Military service after start of teaching career will count on schedule only if teaching career is interrupted in this system.
7. Secondary teachers must satisfy minimum requirement of the North Central Association of Colleges and Secondary Schools as they apply to teacher preparation in the various fields.

8. Pay Days - Twenty (20) or Twenty-six (26) - Optional - pay days per year - every
9. Pay for extra classroom teaching assignments during the regular school year shall be pro-rated according to the base pay of the teacher assigned, and the scheduled teacher contracted days.
10. Hourly pay rate for summer academic programs, adult education and adult enrichment programs shall be as follows:
  1. Summer academic programs - Elementary and Secondary: \$7.00 per hour
  2. Adult Education and High School Completion Credit Courses: \$7.00 per hour
  3. Adult Enrichment: \$5.00 per hour
  4. Assignments for the Adult Education and Summer School 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.
11. The basis of pay pro-ration shall coincide with the number of scheduled membership days.
12. The Board agrees to pay the following costs of approved educational conferences:
  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.
  4. Fees for registration or attendance.

Extra Duty Assignments:

I. SPORTS

A. Football

Head Coach.....	10% of Base Pay
Assistant Varsity Coach.....	7% of Base Pay
Head J. V. Coach.....	7% of Base Pay
Assistant J. V. Coach.....	6% of Base Pay
Head Freshman Coach.....	6% of Base Pay
Assistant Freshman Coach.....	5% of Base Pay

B. Basketball

Head Coach.....	10% of Base Pay
J. V. Coach.....	7% of Base Pay
Freshman Coach.....	6% of Base Pay
8th Grade Coach.....	5% of Base Pay
7th Grade Coach.....	5% of Base Pay
Elementary Coach.....	5% of Base Pay

C. Track

Head Coach.....	10% of Base Pay
Assistant Coach.....	7% of Base Pay
Cross Country.....	7% of Base Pay

D. Wrestling

Head Coach.....	10% of Base Pay
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E. Girls Sports

Volleyball.....	5% of Base Pay
Basketball - Head Coach.....	8% of Base Pay
Basketball - JV Coach.....	6% of Base Pay
Track- Head Coach.....	8% of Base Pay
Track - Assistant Coach.....	6% of Base Pay

II. OTHER

1. Yearbook.....	5% of Base Pay
2. Wood Shop and Metal Shop Equipment Maint....	5% of Base Pay
3. Band Director.....	10% of Base Pay
4. Drama Coach.....	4% of Base Pay
5. Cheerleader Coach - High School.....	3% of Base Pay
6. Cheerleader Coach - Junior High School.....	2% of Base Pay

II OTHER (Continued)

7.	Class Sponsor - Seniors	3% of Base Pay
	Class Sponsor - Juniors	3% of Base Pay
	Class Sponsor - Sophmores	2% of Base Pay
	Class Sponsor - Freshmen	1% of Base Pay
8.	Librarian - One extra month; two weeks before school opens, two weeks after school closes	10% of Base Pay
9.	Counselors - Two extra weeks; one week before school opens, one week after school closes	5% of Base Pay

Certified teachers will have their extra curricular pay calculated on the individual's regular base salary. Part-time teachers will be paid according to the step on the salary schedule that the teacher would be on if a full time teacher. Lay persons will be paid the designated percentage at the minimum of the BA salary schedule.

GRIEVANCE REPORT FORM

Name of Grievant \_\_\_\_\_ Assignment \_\_\_\_\_ Date \_\_\_\_\_

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Report For Level One: Date Received \_\_\_\_\_

A. Disposition of Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

B. Position of Grievant and/or Association

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Report For Level Two:

Date Received \_\_\_\_\_

**A. Position of Grievance Committee**

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Signature

\_\_\_\_\_  
Date

**B. Position of Appeal Committee and Administrative Committee**

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\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature-Association

\_\_\_\_\_  
Date

ROGERS UNION SCHOOL DISTRICT NO. 1

GRIEVANCE REPORT FORM

Report For Level Three:

Date Received

A. Position of School Board

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Signature (School Board) Date

Signature (Association) Date

Report For Level Four:

Date Received

A. Position of Arbitrator

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Signature (Arbitrator) Date

Signature (School Board) Date

Signature (Association) Date