

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 media specialists.

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.

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/her 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 second teacher workday, 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. Upon request from the Association, the employer will provide annually the current salary step information for each employee required for calculation of association dues or fees. The amount of the deductions to be made by the employer as authorized by the employee shall be calculated and provided to the employer by the Association with the authorization for the deductions signed by the employee. The amounts authorized for deductions by the employee shall be deducted in equal installments from each of the first twenty-one (21) paychecks of the employee each school year.
- E. All credit union, MEA Financial Services, other annuities, or other payroll deductions shall be transferred to the appropriate agency within three (3) working days of being withheld.
- F. 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 the Public Employment Relations Act, Michigan Compiled Laws 423.201 *et seq.*, 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/her membership in the Association, his/her participation in any activities of the Association, negotiations with the Board or his/her 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/she 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 workdays that a written reprimand has been placed in the bargaining unit member's file.
- G. Each bargaining unit member shall have the right, upon written request, to review the contents of his/her 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/her file written comments regarding any charges, evaluations, reprimands or commendations.

- H. Bargaining unit members will be notified immediately of any written complaints that have been placed against them by a parent of a student, student, member of the community or other teacher. All written complaints must be presented to the bargaining unit member within thirty (30) calendar days of the receipt of the complaint. All written complaints will be filed with signatures of the complainant attached.

Any disputed complaint 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 14, GRIEVANCE PROCEDURE, of this Agreement. Termination of probationary teachers and discharge or demotion of a teacher within the jurisdiction of the Michigan Teacher Tenure Act, Michigan Compiled Laws 38.71 *et seq.* are excluded from this paragraph. Termination of the probationary teachers and the discharge or demotion of tenured teachers shall be governed exclusively by the provisions of the Michigan Teacher Tenure Act, Michigan Compiled Laws, 38.71 *et seq.* A teacher whose services are to be considered by the Board for termination under the provisions of the Tenure Act shall be notified in writing by the Superintendent or by the Secretary of the Board of the date, time and place of the Board meeting at which the termination of services will be considered and of the opportunity to request a closed session by the Board for such consideration prior to a decision by the Board to be made in open session. The teacher shall also be provided with a copy of any charges and/or recommendation for termination to be considered by the Board.

- J. 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

- K. Bargaining unit members shall be informed of a telephone number and/or a website address they must contact before 6:30 A.M. to report unavailability for work and a reserve contact telephone number for extenuating circumstances.

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., Middle School/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, TEACHING HOURS, (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 workdays.
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 Superintendent.

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 Superintendent 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.

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-one (21) and twenty-six (26) pays per year with the option to receive the last five (5) pays in a lump sum at the end of the school 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. gas reimbursement to and from conferences but not to exceed a total of 800 miles; if school car is not available.
 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 \$20.66 for 2010-2011 and 2011-2012 per class period to bargaining unit members when the unit members fill in for another unit member during their unassigned preparation periods. A full class period as utilized in this section will be sixty (60) minutes in duration. Prorata adjustments will be made for partial class periods and preparation periods of different duration.

H. Employees who have taught for fifteen (15) or more years in the Rogers City Area Schools shall be paid \$750 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 to \$1500 commencing with the start of the year after they have completed twenty (20) years of service in Rogers City Area Schools.

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

I. 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 teacher's 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. No reimbursement will be made for classes which the State of Michigan requires in order for a teacher to obtain a professional education 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 from 7:50 a.m. to 3:10 p.m.
- B. All bargaining unit members shall be entitled to a duty-free, uninterrupted lunch period of no less than thirty-five (35) 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 6-12.

In the event alternative scheduling is utilized at the secondary level, the above referenced conference/preparation provision will be reopened for negotiations.

- 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 student in the school district. This includes:
 - 1. Careful daily preparation
 - 2. Attendance at staff meetings
 - 3. Classroom teaching assignments are not to exceed 26 hours (clock hours), with the exception of teachers with a combined middle school/senior high assignment. The 26 hours will include travel time for those teachers with assignments in more than one (1) building.
 - 4. In the event "back to school night" is scheduled for 6-12 parents and "PTO open house" for K-5 parents, dismissal for Christmas break will begin at 12:05 p.m.
 - 5. Bargaining unit members may leave school on Fridays and at the dismissal for breaks after departure of the buses.
 - 6. All bargaining unit members will report for parent-teacher conferences as set forth in the calendar in Appendix C.
 - 7. Provided Semester 1 grades are completed in a timely manner, teachers may leave at 12:15 pm on the last day of the first semester when students are dismissed at 12:05.
 - 8. Teachers may leave with students on the last day of school provided all work is completed.
- D. All bargaining unit members shall actively participate in student supervision throughout the day.

- E. 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. Teachers shall have reasonable access to their school building and work area for school business. Teachers requiring access during times when the custodial staff is not in the building should arrange access through the building principal. However, the teacher assumes responsibility to protect and secure the facilities and shall assume liability for breaches of security caused by their use and the board assumes no liability for the safety of the teacher during non-custodial hours. Teachers desiring to use the facilities for non-business

purposes shall obtain a building use permit as prescribed by the board policies.

- H. 1. The provisions contained in this section shall apply to all School Improvement Plans, Programs, or Projects (SIP'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 SIP.
 - 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.

- I. 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.

- J. 1. The parties recognize that whether any disabled 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 disabled student in the regular education classroom, access to consultative special education personnel and provisions for support personnel) and the reasonableness of the demands placed upon regular education classroom personnel (and the non-disabled students in those regular education classrooms).

- 2. Any bargaining unit member who will be providing instructional or other services to a disabled 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 IEPC meeting, the teacher shall be provided with specific information regarding:
 - a. The Multi-disciplinary Evaluation Team (MET) and 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 disabled student;
 - c. The parties recognize the extent to which a disabled 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 disabled student;

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

ARTICLE 8
VACANCIES AND TRANSFERS

- A. An employee may request a change in assignment by notifying the Superintendent in writing by April 1 of each school year.
- 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/she 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 Long Term Disability (LTD). The payment in such instances will be 66-2/3% of the individual's base salary provided it is an LTD eligible claim.

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

- B. At the beginning of each school year, each bargaining unit member shall be credited with three (3) days to be used for personal business. A bargaining unit member planning to use a personal business leave day or days shall notify his/her principal/supervisor at least one (1) day in advance, except in cases of emergency. With the exception of the following items, a personal business day may be used for any purpose at the discretion of the bargaining unit member. Two (2) unused personal business days may be carried to the following year. The maximum number of personal days shall never exceed five (5).

Personal leave days shall, specifically, not be used for the following purposes:

1. Picketing or demonstrating of any sort.
2. An absence on the first or last day of any school year.
3. For an absence on any two (2) days immediately prior to or following a holiday, break or school vacation in the same week as the holiday, break, etc.
4. For an absence on any professional development day.
5. For work elsewhere.

Note: It is recognized that there may be unusual circumstances which would justify the use of a personal day on a date which is specifically excluded. The Superintendent may grant exceptions to the above restrictions. Any granted exceptions would not be precedent setting and would not be included as part of the grievance procedure.

Additional unpaid personal leave days may be granted upon approval of the Superintendent.

No more than two (2) teachers per building may apply for personal leave on any given day or days. The applications bearing the earliest dates will be those approved.

- 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, INSURANCE, 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. Each member of the bargaining unit shall be granted, at the beginning of each school year, up to three (3) days per death bereavement leave. Said bereavement leave may be used in connection with the death of a member of the bargaining unit member's family. Immediate family shall be interpreted as brother, sister, grandchildren, parent-in-law, grandparent, and similar step and in-law relatives. The Superintendent may, at his/her discretion and under unusual circumstances, grant additional time or apply this provision in the case of the death of a person other than those listed who may have a special relationship to the teacher. Any such decision would be made on a case-by-case basis without precedent and would not be subject to the grievance process.
 - 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 the following reasons:

1. For the purpose of childcare a bargaining unit member shall not receive the insurance benefits provided for under this Agreement unless required under the Family Medical and Leave Act (FMLA).
2. Any bargaining unit member whose personal illness extends beyond the period compensated for under Article 9A above, 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 10, INSURANCE, of this Agreement unless required by the FMLA.

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. 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.

2010-11: Plan A (for employees needing health insurance)
effective September 1, 2010 through August 31, 2011.

Choices II (with \$10/\$10 drug card)

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	(80/80/80:\$1,500) (80:\$1,500)
Negotiated Life	\$20,000 AD&D
Vision	VSP-2

Plan B (for employees not needing health insurance)

Delta Dental	(80/80/80:\$1,500)
Vision	VSP-3
Negotiated Life	\$30,000 AD&D
Long Term Disability	66 2/3% same as above

2011-12: Plan A (for employees needing health insurance) effective September 1, 2011 through August 31, 2012.

Choices II \$500/\$1,000 deductible, \$20 office visit (with Saver Rx drug card)

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	(80/80/80:\$1,500) (80:\$2,000)
Negotiated Life	\$30,000 AD&D
Vision	VSP-2 Silver

Plan B (for employees not needing health insurance)

Delta Dental	(80/80/80:\$1,500) (80:\$2,000) 2 cleanings, sealants
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:

The Employer shall provide a cash option in lieu of health benefits. The cash amount shall be as follows: Five or less enrollees, \$150.00 per month; six or more enrollees, \$416.67 per month. The Employer shall adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The cash amount may be applied through a salary reduction agreement by the bargaining unit member towards a district supported annuity or an MEA Financial Services tax-deferred annuity. All cost pertaining to the implementation and administration of benefits under this program shall be borne by the Employer.

- B. The Board will discontinue payment of insurance premiums for any teacher who voluntarily terminates employment and who has not yet completed his/her 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 Superintendent, the building principal or another similarly 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 of the observation to review the job performance of the probationary bargaining unit member.
 - 2. Tenured bargaining unit members shall be evaluated in writing at least once every three (3) years. A personal meeting will be held with each tenured bargaining unit member within five (5) school days of the observation 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/her evaluation is incomplete or unjust, he/she 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

While the primary responsibility for maintenance of classroom discipline rests with the teachers, the Board recognizes its responsibility to give support and assistance to teachers with respect to maintenance of control and discipline in the classroom. Whenever the child study team recommends, with the approval of the building principal, that a particular student requires the attention of special counselors, social workers, law enforcement personnel, or such other professional persons, the Board will take steps to relieve the teacher of these special responsibilities with respect to such students.

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.

Both parties agree to meet a minimum of seven (7) times, if necessary, prior to June 30, 2012 for the purpose of bargaining.

If the parties cannot come to an agreement on insurance benefits, there will be a 60-40 percent split of the insurance rate increase beginning July 1, 2012, with the employees paying sixty (60) percent of the increase and the District forty (40) percent of the increase.

- 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.
- F. 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.

- G. 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 or tenured 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. any matter for appeal within the jurisdiction of the Teacher Tenure Act, Michigan Compiled Laws 38.71 *et seq.*
- 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 been 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 except that 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 shall be laid off on the basis of seniority, except that the less senior bargaining unit member shall not be laid off unless there is a more senior tenured bargaining unit member available for assignment who is certified and qualified to perform the duties of the position the less senior tenured bargaining unit member is vacating or unless the position that the less senior tenured bargaining unit member is vacating is being eliminated altogether.
 3. 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

Also, the bargaining unit member must be "highly qualified" as defined by the Michigan Department of Education where applicable to the position.

- C. The recall of teachers shall be in the inverse order of layoff, (i.e., those laid off last will be recalled first) to the next available vacancy that occurs, provided, however, that a teacher in order to be recalled shall be certified and qualified as herein set forth to hold the specific position to which the teacher is being assigned.

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

Changes in a teacher's certification or qualifications following notification of layoff shall not enable the teacher to be recalled to a position assigned to a teacher who has not been laid off.

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.
- E. In the event an employee is laid off over the summer and receives unemployment compensation benefits and is then recalled the next school year, the pay received by the employee for the new school year shall be reduced by the amount of the unemployment compensation benefits received over the summer.

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, 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 or not required to report to school 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 remain on or report for duty as usual if conditions permit.
- D. Scheduled student instruction time that is 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 through negotiations according to Article 6.E meet the instructional time requirements for the school district to receive full state aid for the school year.

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.

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall remain in full force and effect until August 31, 2012.

This Agreement is made and entered into this 9th day of August, 2011 by and between the Rogers City Area Schools and the Northern Michigan Education Association, MEA/NEA.

NORTHERN MICHIGAN EDUCATION
ASSOCIATION/NEA/MEA

ROGERS CITY AREA SCHOOLS

Mike Zimmerman, President

President

Mary Lieberman, NMEA Staff Liaison

Secretary

Deb Larson, 14A UniServ Director

Kathleen A. Xenakis-Makowski,
Superintendent

Chad Coolman, Negotiating Comm. Member

Mary Jo Hein, Negotiating Comm. Member

Matt Barsen, Negotiating Comm. Member

Paula Streich, Negotiating Comm. Member

Gregory E. Erno, Negotiating Comm. Member

Appendix A
Salary Schedule

The salary(ies) are increased as follows: 2010-12, 0%

SALARY SCHEDULE				
2010-2012				
STEP	BA	BA+20	BA+30	MA/BA+45
1	34,595	35,599	37,019	38,055
2	36,150	37,237	38,683	39,770
3	37,781	38,914	40,423	41,561
4	39,478	40,667	42,242	43,428
5	41,258	42,496	44,145	45,384
6	43,113	44,405	46,132	47,424
7	45,055	46,407	48,208	49,557
8	47,082	48,495	50,375	51,793
9	48,495	49,950	51,887	54,254
10	49,949	51,448	53,444	56,966

Off schedule payment in 2011-12: \$350 per single subscriber, \$750 per two person/family subscriber.

APPENDIX B

EXTRACURRICULAR SALARIES

I. INTERSCHOLASTIC ATHLETICS

Appendix B percentages will be calculated upon BA Step 1.

A. FOOTBALL

1.	Varsity Head Coach	12%
2.	Assistant Varsity Coach	9%
3.	J.V. Head Coach	9%
4.	J.V. Assistant Coach	8%

B. CROSS COUNTRY

1.	Head Coach (Middle/High School)	12%
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C. BASKETBALL

1.	Head Varsity Coach	12%
2.	J.V. Coach	9%
3.	8th Grade Coach *	3%
4.	7th Grade Coach *	3%

* 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 team for 7%.

D. WRESTLING

1.	Head Coach	12%
2.	Assistant Varsity Coach	9%
3.	Middle School Coach	3%

E. VOLLEYBALL

1.	Varsity Head Coach	12%
2.	J.V. Coach	9%
3.	Middle School Coach	3%

F. TRACK

1.	Varsity Head Coach	12%
2.	Assistant Coach	9%
3.	Middle School Coach	3%

G. BASEBALL

1.	Head Coach	10%
2.	J.V. Coach	5%

H. SOFTBALL

1.	Head Coach	10%
2.	J.V. Coach	5%

I. CHEERLEADING

1. Varsity & J.V. Football Coach 8%

II. PROGRAM, SPONSORS & ADVISORS

A. Yearbook	5%**
B. Wood Shop and Metal Shop	
Equip Maint	9%
C. Band Director	12%
D. Drama Coach	8%
4% First Semester – 1 Performance	
4% Second Semester – 1 Performance	
E. Class Sponsor - Senior	4%
Class Sponsor - Junior	4%
Class Sponsor - Sophomore	3%
Class Sponsor - Freshman	2%
F. National Honor Society	2%
G. Student Government Advisor	2%
H. Middle School Government Advisor	2%

** Five percent (5%) should any part of yearbook become extra curricular.

III. Hourly pay rate for summer academic, adult education, driver education programs, and added teacher hours shall increase annually using the same percentage as applied to the B.A. Base \$24.34 for 2008-2009, \$24.71 for 2009-2010.

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 payments over the three years of service as follows:

	2008-09	2009-10
Year One	\$369.14	\$374.68
Year Two	\$246.08	\$249.77
Year Three	\$123.04	\$124.89

VI. Leadership team members will be selected at the sole discretion of District administration from a list of volunteers as openings arise.

1. Leadership team members will be compensated at a rate of 1% of BA Step 1.
2. This position is inclusive of all leadership team activities including time spent outside of the school calendar.
3. Once filled, the position will not be reassigned until such time as the employee resigns, is dismissed, or is unable to carry out the duties or responsibilities of the position.

ROGERS CITY AREA SCHOOLS 2011-2012 CALENDAR

Tuesday, August 30, 2011	Teacher Orientation and Professional Development (8:00 - 4:00 = 8 hrs)
	Back to School Night
Wednesday, August 31, 2011	Teacher Orientation and Professional Development (8:00 – 3:00 = 7 hrs)
Thursday, September 1, 2011	Teacher Orientation and Professional Development (8:00 - 4:00 = 8 hrs)
Tuesday, September 6, 2011	First Day of School One-half day with students; Dismiss 12:05 p.m. Department/Mentor-Mentee meetings for staff in p.m.
Wednesday, October 19, 2011	Parent-Teacher Conference 5:30 – 7:30 p.m.
Thursday, October 20, 2011	One-half day with students; Dismiss 12:05 p.m. Parent-Teacher Conferences 1:30 – 3:30 p.m..
Friday, October 21, 2011	No School
Friday, November 4, 2011	End of First Marking Period
Tuesday, November 15, 2011	No School
Wednesday, November 16, 2011	Professional Development (8:00 – 3:00 = 7 hrs)
Tuesday, November 22, 2011	Dismiss for Thanksgiving Break – End of Day
Monday, November 28, 2011	School Resumes
Thursday, December 22, 2011	Dismiss for Christmas Break – 12:05 p.m.
Wednesday, January 4, 2012	School Resumes
Thursday, January 19, 2012	Exams – Dismiss at 12:05 p.m.
Friday, January 20, 2012	Exams – Dismiss at 12:05 p.m. End of Second Marking Period
Friday, February 17, 2012	No School - Mid-Winter Break
Monday, February 20, 2012	No School - Mid-Winter Break
Tuesday, February 21, 2012	School Resumes
Tuesday, February 28, 2012	Parent-Teacher Conference 5:30 – 7:30 p.m.
Wednesday, February 29, 2012	One-half day with students; Dismiss 12:05 p.m. Parent-Teacher Conferences 1:30 – 3:30 p.m..
Friday, March 30, 2012	End of Marking Period Dismiss for Spring Break - Dismiss End of Day
Tuesday, April 10, 2012	School Resumes
Monday, May 28, 2012	Memorial Day – No School
Wednesday, June 6, 2012	Exams – Dismiss at 12:05 p.m.
Thursday, June 7, 2012	Exams – Dismiss at 12:05 p.m. Last Day of School

175 Student Days
Hours

179 Teacher Days

The first 30 hours lost due to circumstances outside control of the District can be counted as instruction and may be a cause for further adjustments. (H.B. 4401, the State School Aid Act) Section 101.

+ As of September 1, 2007 30 hours PD required

