

MASTER AGREEMENT

between the

**ROSCOMMON AREA PUBLIC SCHOOLS
BOARD OF EDUCATION**

and the

ROSCOMMON TEACHERS ASSOCIATION

July 1, 2018 through June 30, 2019

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Roscommon Teachers Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel under contract but excluding supervisory and executive personnel, office, clerical, maintenance and operating employees, substitutes, adult education teachers and all employees not specifically included within the bargaining unit.
1. The term "teacher" when used hereafter in this agreement shall refer to all employees represented by the Roscommon Teachers Association in the bargaining or negotiating unit as above defined and reference to male teachers shall include female teachers.
 2. The term "Board" shall include the Roscommon Area Public Schools, its Board of Education, its officers and agents and, where appropriate, its supervisory, executive and administrative employees.
 3. The term "Administrator" shall refer to principals, assistant principals, and superintendent.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board Policy. It shall be the responsibility of the teacher to report to his principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- B. On those occasions that the teacher finds it necessary to send a student to the principal's office, the teacher should put in writing all the pertinent information regarding the case. After the principal has received this information, and has had an opportunity to discuss the situation with the student, he/she may invite the teacher to sit in on the conference. Under all situations the principal will let the teacher know in writing what disposition

has been made of the case prior to the student's return to the classroom.

- C. A faculty board of review composed of teachers who have class responsibilities for the involved student, plus the building administrator, counselor and parents will review persistent behavior problems of a student before the student may return to class.

Any student who is continually disruptive to the necessary continuity of the educational process will be removed from class. Another hearing will be conducted by a panel consisting of the teacher, administrator, counselor and parents to determine a course of action for the student.

- D. Any case of assault upon a teacher which had its inception in a school centered problem, shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. A substitute teacher may be requested by teachers who are assaulted by a student for the balance of the school day. The final decision will be left to the discretion of the administration.
- E. In all conferences between a teacher and administrator the teacher shall have the right to have a witness of his choosing present. However, no conference shall be unduly delayed due to unavailability of the witness chosen by the teacher. The teacher shall be obligated to choose another witness in the event such a delay would occur due to unavailability of the original witness chosen by the teacher.
- F. In all conferences between a teacher and a student, or teacher and a parent(s), the teacher shall have the right to have a witness present.

ARTICLE III - CONTINUITY OF OPERATION

- A. 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. There is 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 or assist in any strike, as said term is defined by the Public Employment Relations Act.
- B. Nothing in this article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God or other conditions beyond the control of school authorities.

Teachers reporting to work and then sent home due to circumstances beyond their

control such as weather, fire, or other Acts of God, will be paid for that day.

In the event of severe road conditions for which schools are closed, teachers will not be required to report for or remain on duty. Should conditions change to where the roads become passable, students and teachers may be required to report to school. Teachers will suffer no loss of pay for time missed under the provisions of this article.

- C. In accordance with Michigan law and applicable regulations, where scheduled days of instruction are not held because of conditions not within the control of school authorities, the Board may reschedule those days and make them up to insure a minimum of days and/or contact hours to meet state requirements. Any rescheduled days shall be added to the end of the calendar unless the parties mutually agree otherwise. The rescheduling of days shall be based upon the following:
1. If existing laws and regulations continue so that the first thirty hours of cancelled instruction may be counted as days of student instruction, the thirty hours need not be made up.
 2. Any days or hours of instruction required for state aid will be made up.

ARTICLE IV - MISCELLANEOUS PROVISIONS

- A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement prevails during its duration.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Four copies of the contract shall be signed; two for the Association and two for the

District. The distribution of the Agreement to the employees shall be the responsibility of the Association.

- F. Within five (5) days of hiring, the President and the Treasurer of the Roscommon Teachers Association shall be notified in writing of the new teacher's name and address.
- G. The Roscommon Teachers Association shall within ten (10) days of the election of officers notify the Superintendent. The notification shall contain the Roscommon Teachers Association's wishes as to whom the Superintendent shall officially conduct correspondence.
- H. The Union and its members shall have the right to use school building facilities at all reasonable hours for meetings provided the use of facility forms have been filled and a scheduling conflict is not created. This includes any meeting of the membership or a committee of the group but does not extend to a meeting of political candidates or political events or rallies, unless prior approval is given by the Superintendent.

ARTICLE V - PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with such rules, regulations and directions adopted by the Board and its representatives which are consistent with the provisions of the Agreement, provided that a teacher may refuse to carry out an order which threatens his physical safety or well-being beyond the normal risks inherent in that assignment.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.
- C. No teacher shall be reprimanded in halls, classrooms or any other area where the discussion may be overheard.
- D. Privacy
Any teacher shall have the right to access his/her own personnel file. A teacher will be notified of any request to access her/his personnel file. Nothing will be entered into a teacher's personnel file without the teacher first having the right to review and rebut said material.

ARTICLE VI - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The responsibility for being certificated to teach in the Roscommon Area Public

Schools, State of Michigan, rests solely with the individual teacher.

- B. All teachers will be given written notice of their schedule for the forthcoming year no later than the last day of school in June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. If a teacher is asked to move classrooms in the same building, teachers will be compensated for packing and moving their classroom materials for four (4) hours at the contracted hourly rate. In the event that teachers must involuntarily move to different classrooms in a different building due to schedule changes, teachers will be compensated for packing and moving their classroom materials for eight (8) hours at the contracted hourly rate. In the event changes in teachers' schedules are made later than ten (10) days preceding the beginning of the school year, the Association will be notified and the specific reasons for the changes stated. If a change in a teacher's assignment is necessitated within ten (10) days prior to the first day of school, the Superintendent will provide the teacher with up to ten (10) hours of paid prep time to prepare for the new class(es). This time will be paid at the contracted hourly rate.
- C. Prior to the end of the school year teachers may request assignment preferences in writing for the ensuing school year.

ARTICLE VII - TEACHING CONDITIONS

- A. The normal school day for professional staff shall be as follows:
 - 1. Elementary School
 - a. Adequate instructional minutes not to exceed the current minimum State time for instructional hours will be met in the number of student days included in the negotiated calendar. (Special responsibility time, consistent with the professional training of the teacher, may be substituted for teaching time by the building principal.)
 - b. Teachers preparation time will not be less than 215 minutes per week. Whenever art, music and physical education teachers are assigned to the elementary school, the teacher whose class is being taught by the special subject teacher may utilize that time for planning and preparation. Preparation time in the elementary school will consist of cumulative time, with at least one (1) daily conference period of thirty (30) consecutive minutes or equivalent by mutual consent.
 - c. A minimum of 30 minutes uninterrupted lunch period. (The students' lunch hour may be extended to allow for the differences in each building by also extending the length of the normal school day.)
 - d. 15 minutes before school - at duty station ten (10) minutes before

the first regular class starts.

- e. 15 minutes after school - at duty station ten (10) minutes - except at the close of school on Friday or the day before a holiday, when the teacher may leave following the buses.

2. Middle School/High School

- a. Adequate instructional minutes not to exceed the current minimum State time for instructional hours will be met in the number of student days included in the negotiated calendar. (Special responsibility time, consistent with the professional training of the teacher, may be substituted for teaching time by the building principal.)
 - b. Teacher preparation time shall not be less than 215 minutes per week. Such time will consist of one period of consecutive time such as the Middle School or High School day period.
 - c. A minimum of 30 minutes uninterrupted lunch period. (The students' lunch hour may be extended to allow for the differences in each building by also extending the length of the normal school day.)
 - d. 15 minutes before school - at duty station ten (10) minutes before the first regular class starts.
 - e. 15 minutes after school (at duty station ten (10) minutes) except at the close of school on Friday or the day before a holiday, when the teacher may leave following the buses.
- B. No teacher except in self-contained classrooms, art, music, and physical education, or in instances whereby the teachers fragments their curriculum in a given subject into specialized subjects, may be required to have more than four different preparations in the regular teaching assignment at any given time. Teachers of art, music, woodshop and physical education will not be required to have more than two preps outside of their primary field.
- C. The Board shall make available in each school appropriate technology to create and copy documents. It is understood that such materials shall be used in pursuit of pupil instruction, and may be used by the association to conduct its business at cost. Expressly prohibited is the use of these machines and materials for political purposes.
- D. No teacher will be obligated to participate in outdoor recess, noon duty, lunch supervision or substituting. Under special circumstances, where assigned teaching time is less than the contracted amount of time, with mutual consent, a teacher may supervise lunch, provide tutoring, or provide instructional support in their content area. If not assigned to teaching or other duties full-time, FTE will be reduced to

reflect the percent of time worked.

- E. Teachers who are assigned to more than one building are to be allowed adequate travel time. Any staff assigned to teach in more than one building will receive a travel stipend of \$50 per semester for each leg of travel required during the school day. This stipulation shall supersede Article XI A1, which provides for the IRS rate.
- F. If a teacher feels that a student should be retained, the administration, the parent and the teacher will decide on a remedial course of action for the student which may include retention, mandatory summer school or conditional promotion.
- G. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, current periodicals, teacher edition textbooks, workbooks, computers, and other similar materials and supplies are the tools of the teaching profession. The Board shall make reasonable efforts to provide teaching supplies and to repair inoperable instructional equipment. The Board's decision regarding any alleged violation of this provision shall be final and not subject to the arbitration step of the grievance procedure.
- H. When teachers report their unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher. When a teacher is unavailable for work for less than a scheduled half-day, the administration may request an available teacher to substitute during his or her prep period at the contracted hourly rate, with mutual consent.
- I. It is recognized that passing time duty responsibilities shall continue to be assumed by teachers in accordance with past practice.

J. Teacher in Charge

In the event that there will be no administrator in the building for a period of one half hour or more, teachers will be notified by the principal regarding who will be placed in charge, in writing, at the beginning of the school year. When the teacher is placed in charge of the building and that teacher is required to leave his/her classroom to deal with a problem, arrangements will be made to cover the teacher's classroom. It is understood that non-certified individuals may not be used for this purpose. The Teacher-in-Charge will be covered under the District's liability insurance.

K. Inclusion Students

- 1. Inclusion is recognized as placement of any special education student into regular education programs on a part-time or full-time basis. The extent the individual handicapped student participates in regular education programs and services must be appropriate to that student's unique needs as determined by an Individual Educational Planning Committee (IEPC) on an individual

basis.

2. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited, in writing, to participate in the IEPC which may initially place (or continue placement of) the student in a regular classroom. A substitute shall be provided for any teacher so involved.
3. If the teacher advises the principal that the IEPC plan for a handicapped student is in need of revision, the administration shall forthwith call an IEPC. The teacher so advising shall be invited, in writing, to attend the IEPC. This IEPC outcome will determine the educational plan.
4. Before any teacher shall be directed to participate in an IEPC meeting the teacher shall be provided with specific information regarding the IEPC process and the role and responsibilities of the members of the committee and information about the special education program and related service options which address the specific needs of an individual handicapped student.
5. The Board of Education will make every effort to provide training or preparation required to perform the duties assigned a regular classroom teacher in regard to special needs students.
6. Class size will be taken into consideration when inclusion students are placed in a regular class.
7. No teacher shall be required to provide health services for a handicapped student except in an extreme emergency.

L. Miscellaneous

1. Each teacher will be obligated to participate in general staff meetings, grade level/department meetings and/or school improvement team meetings as determined by building priorities and not to exceed 3 hours per month. Fulfillment of this obligation can occur during the school day in years where this time is negotiated within the school calendar. Each teacher will be obligated to participate on one School Improvement team
2. Each teacher will be obligated to attend seven (7) hours of scheduled Parent-Teacher Conferences per year as determined by each building. Teachers whose classes exceed the contractual class size will be granted Comp Time or hourly compensation at the contracted rate for each hour of additional conferencing. Additional conference time must be documented and submitted to the

administration and is limited to additional hours consecutive to scheduled Parent-Teacher Conferences.

3. The school calendar will contain thirty-five (35) hours for professional development.

All teachers shall record, on a form provided by the District, the professional development activities they participate in that qualify as professional development. Forms must be returned to the Director of Curriculum and Instruction by the last teacher day of the school year.

ARTICLE VIII - RTA – ADMINISTRATION LIAISON COMMITTEE

- A. The Association Executive Board, including building representatives, may meet with the Superintendent during the term of this Agreement to review and discuss matters of concern and the administration of this Agreement. These meetings may be requested as needed by the Superintendent or the RTA. Agendas will be exchanged at least one week prior to the meeting.
- B. In the event the Association desires to appear on the agenda of a regular board meeting, the President of the Association shall make a written request no later than ten (10) days preceding said regular board meeting. The request shall be addressed to the Board and made to the Superintendent and shall contain as much information as possible on the subject on which the Association desires to appear.

ARTICLE IX - VACANCIES AND TRANSFERS

- A. A "vacancy" shall be defined as a newly created professional position within the bargaining unit or a professional bargaining unit position which becomes unoccupied by reason of the permanent separation (by resignation, retirement, death, discharge, etc.) of the employee formerly in the position.
- B. All vacancies in teaching, coaching and administrative positions shall be prominently posted in an appropriately designated place in each school and emailed to all teachers. Vacancies which occur during the academic year shall be posted for not less than ten (10) working days after the vacancy or new position is determined to exist. If a vacancy arises during the summer months when school is not in session, notice of the vacancy shall be sent by email to all teachers not less than two (2) weeks prior to the closing date for filing applications. The President of the RTA shall be notified within ten (10) days of the filling of a vacancy and the name of the person hired.
- C. It is also understood that a teacher presently holding a position may be awarded the vacant position but the actual change may not occur until the following September if it is in the best interests of the students.

- D. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters shall be final.
- E. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and the transfers between schools will be necessary. Teachers who desire to volunteer or be considered for such changes shall notify their building principal annually in writing.

ARTICLE X - ANNUAL LEAVE DAYS

- A. All teachers regularly employed by the district shall be credited with 12 days annual leave at the beginning of the school year. Accumulation of annual leave days shall be limited to 200 days.
- B. Teachers absenting themselves for reasons under this article shall notify the building administrator as soon as possible, and no later than 6:30 a.m. Teachers shall notify the building administrator of their intent not to return no later than 3:30 p.m. of the day before. The substitute teacher will not be retained until the teacher notifies the principal of his/her intent not to return.
- C. In the event a teacher engages in overt behavior which may lead a reasonable person to believe the teacher is medically unable to fully perform the duties of his/her position or in the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its own expense, require an examination by an independent physician to ascertain the teacher's fitness to return to work. The teacher in such case shall authorize the release of all medical records relating to the referral of the physician to the Board.
- D. Annual Leave Days may be used for the following reasons:
 - 1. Personal or immediate family illness or disability
 - 2. Funerals of close friends or relatives (up to three [3] consecutive days unless additional time is approved by the Superintendent).
 - 3. Death in the immediate family (up to five [5] consecutive days).
 - 4. Teachers serving on a Governmental Agency or Board (non- elected) may be allowed up to five (5) days annually to attend hearings or court sessions. Teachers serving in such capacities shall immediately notify the superintendent in writing of their membership in order to be eligible for the above.

5. Wellness - not to exceed 6 days per year

Wellness days shall not be used as vacation days to extend a vacation. Vacation days shall be defined as Thanksgiving Break, Winter Break (December/January), President's Day, Spring Break, Memorial Day and Labor Day. If President's Day is a school day, then it will not be considered a holiday.

- E. Any employee, ill for 45 continuous days, may, at their option if illness continues, use either accumulated leave days or elect to use L.T.D. insurance. In any event, the simultaneous use of annual leave and L.T.D. is expressly prohibited.
- F. If there is reasonable suspicion to believe that involuntary sick leave is warranted, upon recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit to physical or mental examination by appropriate specialists.
- G. Any teacher who is absent because of an injury or disease compensable under Michigan Worker's Compensation Law shall receive from the Board the difference between the Worker's Compensation payment as prescribed by law and his/her regular salary. Days will be deducted on the fractional basis necessary to effect the compensation described above.
- H. Any teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed at the discretion of the Board each year upon written request by the teacher.
- I. If a teacher is absent due to sickness, disability or personal business and school is cancelled for any reason, this day or days shall not be deducted from the teacher's annual leave days.
- J. Any full-time certificated employee shall, upon severance due to death or retirement, after ten (10) years of service or resignation after 20 years of RAPS' service, will receive eighty dollars (\$80.00) for each accumulated leave day up to 200 days in their bank.

Retirement is defined as leaving the services of the Roscommon Area Public Schools under such circumstances as to be immediately eligible to receive retirement benefits under the Michigan Public School Employees' Retirement Act.

- K. Annually teachers will be notified of the number of annual leave days they have accumulated.
- L. Jury Duty - Any teacher called for jury duty shall present his/her notice or subpoena to

his/her supervisor at the earliest possible date. Employees will release any compensation from the county for time served to the School District and receive their regular pay. Jury duty days will not be deducted from the employee's annual leave days.

- M. If a teacher uses 4 or fewer annual leave days (sick and wellness combined), the district will pay \$100 per day for any unused annual leave days up to a cap of eight days or \$800. Employees must request the payment, which will be included on the July 15th payroll and any remaining annual leave time will be rolled in the employee's sick bank.

ARTICLE XI - PROFESSIONAL AND PERSONAL LEAVE

- A. A teacher desiring to attend an educational conference or visit another school must apply in writing to the building principal for his approval and the approval of the Superintendent. When such authorization is granted to the teacher delegated to represent the school at an educational conference or school visitation (such designation or authorization must be in writing and one copy filed with the Superintendent prior to the teacher's leaving for the conference), the teacher shall receive:

1. Staff will use a district provided vehicle when possible. When this is not possible, mileage for any district business will be reimbursed at the rate established by the IRS on September 1 of the current school year. If circumstances reasonably warrant, a teacher may request to use their own vehicle if travel to the bus garage to pick up the vehicle is unreasonable given the trip.
2. Meals will be reimbursed at actual expense up to \$40/day upon the teacher's filing a receipt for such meals with said teacher's principal. Pre-approved conference banquet costs will be reimbursed at actual expense.
3. If overnight accommodations are necessary, the teacher will be reimbursed actual cost of the room not to exceed \$110.00 per day upon filing a receipt for such expense with the principal. More expensive accommodations will require pre-approval by the administration.

- B. At the beginning of each school year, the Association shall be credited with four (4) days to be used by the teachers who are officers or members designated as agents of the Association. Such use is to be at the discretion of the Association, but is intended for Association business. The Association agrees to notify the Board in advance of the date for intended use of said leave. Unused days in any given year of an existing contract agreement may be carried forward to subsequent years of that contract. (i.e., a total of twelve (12) days are available during the life of a 3 year contract.) In the case of arbitration or fact-finding hearings, involved association members shall not be charged personal leave time if the hearing(s) are held during a scheduled day of work.

ARTICLE XII- UNPAID LEAVE

- A. Unpaid leave of up to one year shall be granted to any tenured teacher, and may be granted to a probationary teacher, after 2 years' service to the Roscommon Area Public Schools for the following reasons:
1. Any teacher who shall be inducted or shall enlist in any branch of the Armed Forces of the United States.
 2. For purpose of campaigning for or serving in a public office. The provision shall not apply to serving in the State of Michigan House of Representatives or Senate.
 3. In the event the teacher adopts or gives birth to a child.
 4. Upon request and with Board approval an unpaid leave of up to one (1) year may be granted for continuing education, including study at an accredited college or university reasonably related to professional responsibilities.
- B. Said leave shall be granted upon application to the Board of Education with commencement and termination dates of leave stated. An unpaid leave may be renewed or extended with Board approval. To be valid an application for a leave or extension or renewal of a leave must be submitted at least ninety (90) days prior to the commencement date of the leave. The board shall notify each teacher on leave in writing at least ninety (90) days prior to the termination date of the leave that the teacher has the responsibility to inform the Board of the intent to either return from leave or request a renewal or extension of the leave. Failure of the teacher to provide written notification to the Board within twenty (20) days of receipt of the Board's letter shall be deemed to constitute the teacher's voluntary resignation from employment.
- C. The Board may make deductions from pay for absences for which the teacher is not entitled to paid leave.
- D. All teachers are expected to fulfill the terms of their contract. Arbitrarily taking time off will be considered as a breach of contract.
1. Teachers may at the discretion of the Superintendent be permitted to take emergency, unpaid leave, provided written clearance has been given in advance by the Superintendent.
 2. Such leave shall not extend over twenty (20) working days. Time requested beyond that period shall be with Board of Education approval and involve forfeiture of fringe benefits.

- 3. The Board of education shall determine the duration of such leave, considering the best interests of the student.
- E. When deductions are made for absence not covered by illness, disability, professional or personal leave, the following method will be used in computing per day deductions: The base salary computed on a 9 1/2 month basis divided by the number of scheduled teacher work days for the current school year.
- F. Any teacher on an approved leave of absence shall be considered an employee of the school district. Said teacher on an approved leave of absence may continue insurance coverage offered on a cash pay basis for the duration of the leave at no expense to the Board.

ARTICLE XIII - INSURANCE PROTECTION - FRINGE BENEFITS

- 1. The Board will make the following defined contribution to health insurance. If the District contribution for health insurance exceeds the monthly insurance premium of the plan chosen by the employee, the employee will have the option of depositing the excess in a health savings account or including it in the paycheck.

Single:	\$ 5742.16
2 Person:	\$ 13,336.89
Family:	\$ 16,115.72

The District will increase the contribution to health insurance by the Medical Consumer Price Index (CPI) at the annual renewal of the health insurance. The Board's cost shall not however, exceed the P.A. 152 State Hard Caps.

The Board will pay the following defined contribution amounts for the Delta Dental Plan:

80/80S/80/80: Yearly Maximum \$2,000; \$2,000 Class I, II and Class III Benefits;
\$1,500 lifetime maximum for Class IV; Sealant: Yes; Cleanings: 2

Single:	\$ 403.20
2 Person:	\$ 758.40
Family:	\$ 1,344.00

The Board will pay the following defined contribution amounts for the VSP Vision Plan:

Single:	\$ 139.49
2 Person:	\$ 315.65

Family: \$ 315.65

The Board will self-insure for Hearing Care. Once every five years, the Board will pay a maximum of \$1327 per ear for up to two hearing aids.

2. Long-Term Disability providing 2/3 of the salary after a waiting period of 45 days, full time teachers only.
3. Group Life Insurance in the amount of \$50,000 per teacher.
4. The year defined for Insurance purposes:
 - a. The insurance year is defined as the period commencing January 1st and ending December 31st.
 - b. For the first year of employment the teacher shall not be eligible for insurance coverage until commencement of active employment and services.
5. Teachers with proof of Health Insurance from another insurance group may select the option of two thousand two hundred dollars (\$2200) in place of the health insurance offered by the Roscommon Area Public Schools. Forms shall be supplied by the superintendent's office at the beginning of each school year. This form will be mutually developed by the RTA and the Superintendent. Payment in lieu of health insurance will be paid on the second pay following the closing of the open enrollment period.
6. Notwithstanding the provisions of this article the terms of any contract or policy issued by an insurance company or carrier shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters. The Board, by payment of the premium payments required to provide the insurance coverage set forth in this article, shall be relieved from any and all liability with respect to the benefits provided by the insurance. The failure of an insurance company or carrier to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Association nor shall such failure be considered as a breach of any obligation by either of them. Disputes between teachers or beneficiaries of teachers and any insurance company or carrier shall not be subject to the grievance procedure established by this Agreement. The insurance benefits provided by this article shall not begin until the teacher has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligation to a teacher for insurance coverage until the teacher has been accepted for enrollment by the insurance carrier.
7. Teachers who work the full school year and are laid off or resign during the summer shall continue to receive insurance benefits at Board expense until the end of August.

ARTICLE XIV - PROFESSIONAL COMPENSATION

- A. 1. An experienced teacher hiring into the system shall not be placed on a higher step or pro-rated half step of the salary schedule than his/her years of experience dictates.
2. All such service shall be determined from a period that the teacher received a B.A. degree and a valid certificate equivalent to that authorized by the State of Michigan at that time.
3. For the purpose of determining daily compensation rates: Teacher work days will be computed using the total of the following: Student instruction days, professional development days, and teacher work days. Teachers who work beyond the normal scheduled school calendar will be paid at the rate of their regular pay divided by the number of days listed above, for each day worked. The Superintendent shall make all such assignments.

B. Pay for Extra Meetings / Trainings / Classes after School Hours shall be paid at the rate set forth in C. of this Article.

C. **Additional Assignments**

Any teacher who teaches more than the normal teaching day on a temporary basis shall be paid at the rate of \$25.00 per hour. As a basis of definition when being paid, an hour shall equal sixty (60) minutes, not a class period. A teacher may also accumulate the time to be used as a comp day. A definition of a comp day shall be the number of class periods in a normal day. There is a limit of four (4) comp days per year and only two teachers per building per day. A teacher must give five (5) days' notice to use this time. Comp time must be used in the school year in which it is earned or paid out at the end of the school year at the rate listed above.

D. **Use of Personal Automobiles**

Mileage for any district business driving will be reimbursed at the IRS rate effective on September 1 of the current school year.

E. **Unemployment Compensation**

A teacher who is laid off and who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teacher position at the beginning of the next school year be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be

equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following:

- a. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he or she been employed the entire school year.
- b. Any reasonable verified expense related to subscribing for job placement bulletins or interviewing for jobs within the State of Michigan will be deducted from the unemployment compensation received prior to the computation of the annual salary.
- c. In accordance with COBRA, the Board, in a layoff situation, will allow the teacher to continue insurance benefits on a personal pay basis.

F. ½ Time Teachers

Teachers hired for one-half time positions shall be granted all rights and privileges as provided under this contract. All fringe benefits will be pro-rata at half time. Their seniority shall continue as one-half year for each year worked under these conditions. One-half time shall be interpreted as three (3) teaching hours or periods. A preparation /conference period shall not constitute a teaching hour or period.

G. Continuing Education

The parties recognize that quality education requires a process to update and enhance the professional competency of all professionals within the work environment. Any bargaining unit member who is required to enroll in an approved teacher preparation institution for the purpose of continuing education shall receive full reimbursement from the employer for his/her tuition for up to three credits every 5 years.

Teachers may accumulate State Board of Education SCECH's with every twenty-five (25) accumulated equaling one (1) credit hour on the salary schedule.

H. Salary

See attached schedule in Appendix A

Teachers may elect to have their contracted base salary divided into twenty (20) or twenty-four (24) pays of equal installments.

ARTICLE XV - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provisions of this agreement by the Board or its designated representatives.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement. For purpose of this article, the term 'work days' shall be interpreted to mean those days for which teachers are scheduled to work. During the summer break period the term 'work days' shall mean calendar days, excluding Saturdays, Sundays and holidays. The aggrieved person is entitled to have a representative or representatives of the RTA present at any level.

1. Level One

A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's school representative, with the objective of resolving the matter informally.

2. Level Two

The grievance shall be reduced to writing within fifteen (15) work days after the occurrence, signed, and presented in person to the building administrator. The building administrator will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within ten (10) work days, with a copy thereof to the Secretary of the Association. A teacher may be accompanied and represented by the building association representative, if the teacher so desires to present the formal grievance.

3. Level Three

If the building administrator fails to resolve the grievance, it may be presented in writing to the superintendent within ten (10) work days of the receipt of the reply of the building administrator. The superintendent will attempt to adjust the grievance and will submit his answer in writing to the aggrieved within ten (10) work days, with a copy thereof to the building administrator and the Secretary of the Association. A teacher may be accompanied and/or represented by the Association representative, if the teacher so desires, to present the formal grievance.

4. Level Four

If the Superintendent fails to resolve the grievance, it may be presented to the Board of Education within ten (10) working days of the receipt of the reply of the Superintendent for the agenda of the next regular Board meeting, and the grievance will be considered by the Board at such meeting. The Association representative and the teacher filing the grievance will present the formal grievance at the Board meeting. The Board will attempt to resolve the grievance and will submit its answer in writing to the aggrieved (with a copy to the Association) within five (5) work days after the next regular meeting of the Board.

5. Level Five

a. If the Association is not satisfied with the disposition of the grievance by the Board of Education, the RTA may submit the grievance to arbitration by filing a written Notice of Intent to Appeal with the Board within ten (10) work days of the receipt of the Board of Education's answer. Grievances which do not arise from the language of this Agreement or an alleged breach thereof may be processed to Level Four but will not be arbitrable.

b. Within ten (10) work days after the date the Notice of Intent to Appeal is filed with the Board of Education, the Board or its designee and the RTA shall attempt to agree upon a mutually acceptable arbitrator.

If the parties are unable to agree upon an arbitrator or obtain such a commitment within the aforementioned period, the Association must file a Demand for Arbitration with the American Arbitration Association (AAA) if it still desires to appeal to arbitration. The Demand for Arbitration must be filed with AAA no later than twenty (20) work days from the date the Notice of Intent to Appeal was filed

with the Board of Education. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and those rules will likewise govern the arbitration hearing.

c. The arbitrator so selected will confer with representatives of the Board and the RTA and hold hearings promptly. The arbitrator's decision will be in writing and will set forth in his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this Agreement. Arbitration of grievance arising from the language of this Agreement or an alleged breach thereof will be final and binding.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Board and the Association.

- D. Forms for submitting grievances will be provided by the Association.
- E. Failure of the District at any Step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next Step of this procedure. Failure to file a grievance within the period specified in Step 2 shall bar the grievance.
- F. Nothing contained in this Article shall be construed to deny to any teacher his rights under Section II of Act 336 of the Public Acts of 1947 as amended by Act 379 of the Public Acts of 1965.
- G. The following matters are excluded from the arbitration level of the grievance procedure:
 - 1. Any matter within the jurisdiction of a state or federal agency.
 - 2. The non-renewal of a probationary teacher or the placement of a probationary teacher upon the third year of probation.

ARTICLE XVI - SENIORITY

- A A seniority list shall be prepared by the Board of Education and verified by the R.T.A. Seniority will be listed according to the actual time served as a certificated teacher in Roscommon Area Public Schools. When two or more employees have the same length of service they will be ranked in order of their respective dates of hire as verified by their letters of confirmation. (If not by letters of confirmation, the date of Board approval of the teacher's employment). When two or more teachers have the same validation date, the individuals so affected will participate in a drawing to determine placement on the seniority list. The RTA and teachers so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers to be in attendance.

- B. The seniority list will include seniority time, years of service to the Roscommon Area Public Schools, type of certification and qualifications, majors, minors.
- C. Teachers shall be credited with all seniority accrued to the Roscommon Area Public Schools. Leaves of absence will not be credited. Full seniority credit shall be given for a semester if the teacher completes one-half or more of a semester. A teacher reducing his/her weekly schedule to no more than one-half for the convenience of the system (financial crisis) shall receive full seniority. Current administrators will remain or be added to the seniority list but will be frozen at the years of seniority accrued during their teaching tenure. Upon their return to teaching in the classroom, they will resume accrual of time on the seniority list. Current administrators will be grandfathered and shall remain on the seniority list.
- D. The fact that a teacher is placed on layoff shall not result in loss of status or credit for previous years of service, but seniority shall not accrue during said layoff.
- E. It is hereby recognized that it is within the sole discretion of the Board to reduce the educational program/curriculum and/or staff.

ARTICLE XVII - CHANGE IN EDUCATIONAL STATUS

Teachers wishing to be placed on another Salary Schedule as a result of earned Credit shall present an official transcript to the Office of the Superintendent on or before the following dates:

Prior to first pay period in October. Pay retroactive to beginning of school year.

Prior to first pay period in March. Pay retroactive to first pay period of the second semester.

ARTICLE XVIII - RIGHTS AND RESPONSIBILITIES OF THE BOARD

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:

- 1. To the executive management and administrative control of the school system and its properties and facilities.
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote.

3. To establish grades 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.
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. When adopting new curriculum materials the Board of Education will consider the recommendations of subject area curriculum committees. This will help insure that the new materials will meet the goals and objectives of each curriculum area. The RTA recognizes that the final decisions regarding curriculum lie with the Board.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by 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 only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE XIX - CLASS SIZE

A. Class size will not exceed the following:

K - 2	28 students
3 - 4	31 students
5 - 12	33 students

except for the following: Physical Education, Band, Choir, Keyboard and Computer Labs (limited to the number of work stations). Split class in self- contained classes - 20 students - total

Should the class size exceed these limits and reduction is not economically feasible, the teacher may, at his/her option, request either aide time assistance for the full time the additional students are with the teacher or compensation at the rate of pay provided for an aide in that situation. At no time will class size exceed 15% of class size limits. The recommendation formulated by the principal and teacher shall be immediately forwarded to the Superintendent of Schools, with a copy to the association President. The Superintendent may implement the plan immediately without prior Board approval of adding additional staff. Should the Superintendent feel that a meeting is warranted to clarify the matter, all parties shall meet at the earliest possible date (maximum 15 days for resolution). The teacher may be accompanied by an Association Representative. The outcome of the meeting shall be implemented immediately.

- B. Within a given building students assigned to that building will be assigned to classrooms in such a way as to provide for equal numbers of students as near as possible in classes of the identical subject offered at the same time at the high school and middle school, and classes of the same grade level offered at the same time at an elementary school.
- C. If a sending teacher of a potentially mainstreamed student believes that there is information that may be helpful in determining the student's Individual Education Plan (IEP), the sending teacher shall prepare a document summarizing that information so that it may be provided to the IEP Committee (IEPC). On a case-to-case basis the building principal shall determine whether the sending and/or receiving teacher of a mainstreamed student should attend the IEPC. If it is determined that the sending and/or receiving teacher should attend the IEPC and the IEPC is held during the teacher(s) class, a substitute shall be provided for the period the teacher(s) are needed at the IEPC.
- D. By the end of the second week of each semester, the administration shall provide teachers a list of all special education students including 504 students who have been placed in their class(es). Upon request to the building principal, the teacher shall be given a copy of the IEP of any student in his/her class(es).
- E. Upon request to the principal, when a special education student is mainstreamed into a classroom, a conference shall be held with the teacher, principal and appropriate special education personnel to discuss what training, supplies, specialized equipment and/or support personnel the Board should consider to assist the teacher to provide for the education of all students in the classroom.
- F. The case load for special education teachers shall be governed by the Michigan administrative rules for special education and the COOR ISD plan for special education. A special education teacher shall notify the building principal if it appears that the case load will exceed the parameters outlined in the COOR ISD plan. In the event that a case load exceeds the limits, it is the district's responsibility to provide corrective action and bring the case load within the boundaries of the ISD plan.

ARTICLE XX – NEGOTIATION PROCEDURES

The Board and the Union negotiation team shall meet in January of the year that the CBA expires to determine four dates for negotiation to be held before April 15th.

ARTICLE XXI – DURATION OF AGREEMENT

This agreement supersedes all previous agreements between the parties and shall become effective as of the first day of July, 2018, and shall remain in effect until the 30th day of June,

2019, unless the parties hereto mutually agree, prior to the date, that this agreement shall be extended for a then specified term.

Board of Education
Roscommon Area Public Schools


Catherine Erickson, Superintendent

Roscommon Teachers Association


James Perialas, RTA President

Date: 9-13-18

APPENDIX A
2018-19 SALARY SCHEDULE

- Steps and/or columns will be given to all eligible employees
- A 1% bonus will be paid to all employees on the first payroll in November.

Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	35,344	36,211	36,934	38,637	39,514	40,303
2	36,755	37,637	38,391	40,179	41,081	41,900
3	37,841	38,668	39,443	41,308	42,265	43,108
4	39,539	40,506	41,317	43,284	44,279	45,164
5	41,327	42,347	43,193	45,250	46,286	47,214
6	43,121	44,184	45,069	47,208	48,306	49,272
7	44,929	46,031	46,951	49,190	50,317	51,324
8	46,798	47,868	48,826	51,159	52,280	53,325
9	48,515	49,708	50,703	53,126	54,344	55,431
10	50,316	51,551	52,584	55,092	56,356	57,484
11	52,114	53,395	54,459	57,055	58,369	59,535
12	53,907	55,239	56,343	59,023	60,382	61,589
13-15	57,381	58,803	59,979	62,826	64,253	65,536
16-20	58,515	59,992	61,190	64,125	65,601	66,909
21-25	59,113	60,590	61,802	64,767	66,257	67,581
26	59,704	61,196	62,421	65,428	66,922	68,258

APPENDIX B
COCURRICULAR ACTIVITIES

1. All percentages are of the B.A. Schedule. Experience factor applies to all positions. Seniority is not transferable from one position to another.

Experience Factor:	1-4	5-7	8-9	10-above
Step:	1	2	3	4

For coaches to advance a step, the requisite number of years of experience are required in addition to the completion of one unit of PACE or CAP training from the MHSAA. One unit is required for each step on the scale. Coaches on a step prior to July 1, 2010 will remain at the current step and may apply evidence of the requisite number of completed training to advance a step. Fees associated with PACE/CAP training will be covered by the district.

- Step 2 – one PACE or CAP unit required
- Step 3 – two PACE or CAP units required
- Step 4 – three PACE or CAP units required

GROUP A - Head Coaches: (1 in each position)

1. Group I

Varsity Football (Head Coach)	13%
Varsity Football Assistant	10%
Varsity Wrestling	13%
Varsity Basketball	13%
Track	13%
Baseball	13%
Softball	13%
Volleyball	13%
Soccer	13%

2. Group II

Cross Country	10%
Golf	8%

GROUP B

J.V. Football Head Coach	10%
J.V. Football Assistant	10%
J.V. Basketball	10%
Track Assistant	8%
J.V. Baseball	10%
J.V. Softball	10%
J.V. Volleyball	10%

GROUP C Middle School

Coaches

Middle School Basketball	6%
Middle School Track	6%
Middle School Volleyball	6%
Middle School Cross Country (If there are more than 10 middle school runners.)	3%

GROUP D

National Honor Society/Interact Club	4%
Class Sponsor – Freshman Year	4%
Class Sponsor – Sophomore Year	5%
Class Sponsor – Junior Year	6%
Class Sponsor – Senior Year	4%
Student Council	6%
Knowledge/Quiz Bowl	5%
RHS Robotics	5%*
RMS Choir	3%
RMS Band	4%
Elementary Music and Choir	5%**

Other clubs with administration approval - salary to be mutually agreed upon by the RTA and Superintendent of Schools.

* For a maximum for two coaches, each at 5%.

** This may be a single employee or may be job shared between multiple employees in the same way coaches have done this in the past.

GROUP E -Miscellaneous

Fourth Grade Camp	\$200
Musical (1 per year - 2 people)	8%
Band	14%
Choir	12%
Summer Band	\$900
Chairperson DIT or SIT (One position per building, can be shared)	\$500
Mentor Teacher	\$500
Student Assistance Team Coordinator (One position per building, can be shared)	\$500

For all employees hired after July 1, 2010 the Schedule B percentage will be 12% to include both Middle School and High School Choir positions as a single position.

For all employees hired after July 1, 2010 the Schedule B percentage will be 14% to include both Middle School and High School Band positions as a single position.

3. PRE-SEASON SUMMER PRACTICES

The Head Varsity and Assistant Coaches will receive a weekly pay for each week of activity (not to exceed three weeks) prior to the beginning of school according to the following schedule:

Head Football Varsity & JV Coach	\$125.00
Assistant Football Coach (up to 2)	\$100.00
Varsity and JV Volleyball Coach	\$125.00
Cross Country Coach	\$100.00
Soccer	\$125.00

It is understood that the extra-curricular duties will be determined by the administration annually, and that positions listed will be determined by the administration.

4. CO-CURRICULAR PAY PERIODS

All co-curricular compensation will be made at four pay periods to be established according to the following schedule:

- 1st Pay - at the conclusion of the summer activities
- 2nd Pay - at the conclusion of fall sports and activities
- 3rd Pay - at the conclusion of winter sports and activities
- 4th Pay - at the end of the school year

5. A teacher who agrees to work at two or more school activities or sporting events shall, upon request, receive a family pass to all school activities and sporting events.