

MASTER AGREEMENT

between the

GERRISH-HIGGINS BOARD OF EDUCATION

and the

ROSCOMMON EDUCATION ASSOCIATION

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July 1, 2007 through June 30, 2010



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Master Agreement
between the
Roscommon Gerrish-Higgins School Board of Education
and
Roscommon Education Association

July 1, 2007 through June 30, 2010

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Roscommon Education 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 Education 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 Gerrish-Higgins School District, 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, superintendent, and assistant superintendent.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE III - 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.
- 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 V - 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, during its duration shall be controlling.
- 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. Ten (10) copies per building of this Agreement shall be printed at the expense of the Board and be presented to the Roscommon Education Association within twenty (20) days of ratification. The distribution of the Agreement to the employees shall be the responsibility of the Association. The agreement will also be posted on the secure page of the GHSD website.
- F. Within five (5) days of hiring any new teacher, the President and the Treasurer of the Roscommon Education Association shall be notified in writing of the teacher's name and address.
- G. The Roscommon Education Association shall within ten (10) days of the election of officers notify the Superintendent. The notification shall contain the Roscommon Education Association's wishes as to whom the Superintendent shall officially conduct correspondence.

ARTICLE VII - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The responsibility for being certificated to teach in the Gerrish-Higgins School District Schools, State of Michigan, rests solely with the individual teacher.
- B. A certified teacher covered by this agreement will be hired to fill a vacancy if the vacancy will exist for at least an eighteen (18) week period. However, a substitute teacher may be hired to fill a vacancy for the remainder of the school year if there is less than eighteen (18) weeks remaining until the end of the school year. Further, a substitute teacher may be hired to replace a teacher who is on leave of absence, providing the leave does not last for more than one year. As soon as it is known that the leave will extend beyond one year, representatives of the Association and Board shall meet to determine how the position will be filled for the remainder of the leave.
- C. All teachers shall 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. 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 may provide the teacher with up to (10) hours of paid prep time to prepare for the new class(es). This time shall be paid at the contracted hourly rate.
- D. Prior to the end of the school year teachers may request assignment preferences in writing for the ensuing school year. These preferences shall be considered when making assignments.
- E. When making assignments, major/minor/endorsements and highly qualified status shall be a consideration.

- 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. Teacher preparation time shall not be less than 215 minutes per week. Teachers shall have a minimum of thirty minutes duty free lunch.

- C. 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 regular teaching assignment. Teachers of art, music and physical education shall not be required to have more than two preps outside of their primary field.

- D. 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.

- E. No elementary teacher will be obligated to participate in outdoor recess, noon duty, lunch supervision or substituting when special teachers (music, art, physical education) are absent from duty. Under special circumstances, where assigned teaching time is less than the contracted amount of time, with mutual consent, a teacher may supervise lunch. The Building Planning Team may adopt a schedule that supersedes this language.

- F. Teachers who are assigned to more than one building are to be allowed adequate travel time.

- G. 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.

- H. 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.

- I. When teachers report their unavailability for work, it shall be the responsibility of the administration to arrange for a substitute teacher.

- J. It is recognized that passing time duty responsibilities shall continue to be assumed by teachers in accordance with past practice.

- K. 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,

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 conduct 7 hours of Parent-Teacher Conferences in the fall. Two additional hours of Parent-Teacher conferences will occur at another time in the school year as determined by each building.

3. The school calendar will contain thirty-five (35) hours of five (5) days 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 X - 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. 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 mail to all teachers not less than two (2) weeks prior to the closing date for filing applications. A copy of any notice or posting shall also be forwarded to the Association. The President of the REA shall be notified within ten (10) days of the filling of a vacancy and the name of the person hired.
- C. If a vacancy arises for which a laid off staff member is certified and qualified, the Board has the option to fill the vacancy in accordance with this article or, instead, fill the vacancy by recalling the laid off staff member.
- D. 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.
- E. In filling a vacancy within the bargaining unit, the Board agrees to give added preference to any present employee taking into consideration the professional background and attainments of all applicants, the length of time each has been in the school system, certification, major/minor/ endorsements, prior experience and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.
- F. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district; as well as applicants from outside the school district. 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.
- G. 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.
- H. Involuntary transfers involving a change of buildings shall be done on the basis of seniority and highly qualified status.

ARTICLE XII - ANNUAL LEAVE DAYS

- A. All teachers regularly employed by the district shall be credited with 15 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 designated building representative as soon as possible, and no later than 6:30 a.m. Teachers shall notify the designated building representative 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. Illness or Disability
 2. Other Leave (not to exceed 15 days per year).
 - a. Serious illness in the immediate family.
 - b. Death in the immediate family (up to five [5] consecutive days).
 - c. Funerals of close friends or relatives (up to two [2] consecutive days unless additional time is approved by the Superintendent).
 - d. Family emergencies.
 - e. Weddings in the immediate family (up to two [2] consecutive days unless additional time is approved by the Superintendent).
 - f. Personal Business - Teachers shall be credited with up to three (3) personal days per year with no more than three (3) to be taken consecutively unless approved by the administration. Unless approved by the Superintendent, personal days shall not be used as vacation days to extend a vacation.
- E. 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.

ARTICLE XIII - 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. Mileage for any District business will be reimbursed at the rate established by the IRS on September 1 of the current school year.
2. Meals shall be reimbursed at actual expense up to the following amounts upon the teacher's filing a receipt for such meals with said teacher's principal. Full day expenses not to exceed \$30 may be substituted for individual meal costs.

Breakfast	\$ 5.00
Lunch	\$ 10.00
Dinner	\$ 15.00

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 \$75.00 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.)

ARTICLE XIV- 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 Gerrish-Higgins School District 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.

ARTICLE XV - INSURANCE PROTECTION - FRINGE BENEFITS

Commencing January 1, 2008, until the expiration date of this contract or any extension of the contract, the Board shall provide the following insurance coverage for each teacher for his/her appropriate marital status:

1. Flexible Blue Plan 2 Medical Coverage with Flexible Blue RX Prescription Drugs with Health Savings Account (HSA). This plan with the following riders and including the deductible shall be fully funded by Board:
 - a. Osteopathic & chiropractic spinal manipulation, up to 24 visits per member per calendar year.
 - b. Rider to remove co pay and deductible for screening mammography services provided by PPO providers, up to combined maximum of \$500 per member per calendar year.
 - c. Rider to add coverage for preventive care benefits provided by PPO providers, up to combined maximum of \$500 per member per calendar year.
 - d. Birth Control prescription coverage.
 - e. Rider to exclude benefits for voluntary abortions.
2. The Board will self insure for Hearing Care, which will be equal to the benefits provided under the Hearing Aid Rider offered from the Traditional Plan with the District.
3. Any teacher may opt for the Blue Cross/Blue Shield Four Point (4.0) Plan with riders DC, SD, COB-3 & SAT-2; \$5/\$10 Co-pay Prescription Drugs; Mammogram screening, yearly; Prostate Cancer Screening (PSA); Birth Control prescription coverage; Hearing Aid Rider, BC for an additional charge to the teacher. The charge will be equal to the entire difference between the Blue Cross/Blue Shield Four Point Plan and the Flexible Blue Plan 2 Medical Coverage with Flexible RX Prescription Drug with HSA for his/her appropriate marital status.
 - a. In the first year, the cost to the teacher will be spread evenly over the number of pays beginning in January 1, 2008 through June 30, 2008. In subsequent years, the cost will be spread evenly over 21 pays starting with the first pay of the academic school year.
 - b. The Board will set up a Section 125 Premium Only Plan to make deductions for health insurance premiums tax deferred to the teacher.

- 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. 1/2 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 CEU's with every six (6) accumulated equaling one (1) credit hour on the salary schedule.

H. SPECIAL EXTRA DUTY PAY

Teachers may seek approval for an extra duty assignment under Appendix B of this Agreement. Extra Duty assignments are intended to provide an opportunity for the teacher to propose an extra assignment not previously described in this section. The assignment should be mutually beneficial to the teacher and to the district and should include measurable goals for completion. Upon approval of the scope of the assignment by the Superintendent of Schools and the REA President, the teacher shall receive a payment of \$6000 per year. Employees hired after June 30, 2007 will receive a payment of \$3000 per year. Extra duty assignments are renewable for up to three years.

I. SALARY

See attached schedule in Appendix A

Teachers may elect to have their contracted base salary divided into twenty-one (21) or twenty-six (26) pays of equal installments or teachers may elect twenty-two (22) pays spread in equal installments as though over the contract year, with a lump sum in June for the balance: 21 payments at 1/26 each and one payment of 5/26.

a. For Formal Study

A program of work should be outlined which will qualify the applicant for a higher credential in his profession, or a program of recognized courses relating to the present or prospective service of the applicant in his profession.

b. For Research and/or Writing

The proposed project shall be outlined and approved in relation to the present or prospective service of the applicant in his profession.

c. For Travel

A plan, including the proposed itinerary, shall be submitted stating professional objectives which are sought through such travel.

d. For Other Reasons

A plan shall be submitted stating the professional objectives which are sought through the opportunities afforded by the leave, and also stating the expected value to the school.

2. Upon receipt of any such application, the Superintendent shall refer the application to the Board for preliminary study and consideration. When approving or disapproving any application, the Board shall consider the following factors:

- a. Date of filing application
- b. Purpose of the leave
- c. Length of service in the school
- d. Availability of opportunity
- e. Professional growth of the staff member
- f. Other factors deemed important

3. The Superintendent of Schools shall report and make recommendations to the Board on each and every application at any regular meeting or special meeting called for said purpose. The Board shall duly approve or reject the requests for the leave and the Superintendent shall give notice to the applicant of the decision of the Board within thirty (30) days after the due date for filing the application. If the application is denied the applicant shall be notified of the basis for the Board's refusal to approve the request.

4. The Board reserves the right to reject any or all request for professional leave.

D. Requirements and Status While on Professional Growth Leave

1. Upon acceptance by the Board of any application for professional growth leave and before the leave shall commence, the teacher shall duly execute an agreement (form attached) whereby in consideration of the granting of the leave by the Board, the teacher agrees to perform the duties as required herein of a teacher on professional growth leave and shall thereafter for at least a period of two (2) years remain in the employ of the Board. The teacher and his spouse (if appropriate), shall

8. A teacher granted professional growth leave may be required to perform each service and to engage in such activities during the leave as the Superintendent of Schools, with the approval of the Board, and the teacher may agree upon in writing, provided, however, that the teacher on said leave shall in any event furnish, such, and as many, reports as the Superintendent deems necessary and reasonable to determine that the teacher is fulfilling his agreement and all of the requirements of said leave.

E. Termination of Said Leave

If during the term of said leave the Board, upon the recommendation of the Superintendent, determines that the teacher on leave is not fulfilling his or her agreement or is remiss in any respect, the entire compensation paid to the teacher during the leave period shall become immediately due to the school and all future payments, if any, shall be cancelled. Further, the teacher shall be also subject to immediate discharge, it being agreed and understood the failure to fulfill a Professional Growth Leave constitutes reasonable and just cause for discharge.

F. Status Upon Returning From Professional Leave

1. Unless the teacher is subject to layoff a teacher upon return from such leave shall be restored to his or her teaching position or to a position of like nature, seniority, status and pay, unless otherwise specified at the time of granting the professional growth leave. The teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board made pursuant to the law.
2. If any teacher completes his or her planned program of leave but does not return to the employ of the school he or she shall, within two (2) years, repay the Board the amount received by the teacher for the leave. This obligation shall, as hereinbefore provided, be evidenced by a Demand Promissory Note. In the event that the teacher does return to the school after completing the leave, but does not remain in the employ of the school for two (2) years following the leave, he or she shall within three (3) years after termination of employment repay the school for compensation received during the leave period pro rata as the subsequent period of service unexpired bears to said two (2) year period. The Board may waive the provisions of this paragraph at its discretion. In the event of death or total disability of the teacher, the Demand Promissory Note shall be voided.
3. Upon the completion of employment for a period of two (2) years subsequent to the expiration of said leave, and the teacher having performed his/her duties with respect, thereto, the Demand Promissory Note shall be voided by the Board.

ARTICLE XVIII - 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 continued 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 P.R. & R. committee 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.

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 PR & R Committee 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.
- e. Forms for submitting grievances will be provided by the Association.
- f. Failure of 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 1 shall bar the grievance.
- g. 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.
- h. 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.

1. If the layoff occurs at the end of the school year, the teacher shall be placed on the next step of the schedule.
 2. If the layoff occurred in the middle of that year, the individual shall complete the semester and then be placed on the next step.
 3. In any event, a teacher must have completed eleven working weeks of the second semester of his/her employment to be eligible for the next increment. This condition applies only to reduction of personnel.
- H. No new staff shall be hired until all staff on leave or layoff in accordance with Article XXII have been offered an opportunity in writing to return to active employment to a position for which they are certified. To remain on the recall list, teachers on layoff must notify the Board annually by July 1 indicating they are still interested in returning. Failure to notify the Board will result in removal from the recall list.
- I. A teacher receiving tenure in another district after being on "layoff" shall forfeit all claims against the Gerrish-Higgins Board of Education or the Roscommon Education Association.

ARTICLE XXI - 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. The transfer of all such employees is subject to Article XI.
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 REA 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 XXIII

MASTER AGREEMENT between


GERRISH-HIGGINS SCHOOL DISTRICT
and
ROSCOMMON EDUCATION ASSOCIATION

DURATION OF AGREEMENT


This agreement supersedes all previous agreements between the parties and shall become effective as of the first day of July, 2007, and shall remain in effect until the 30th day of June, 2010, unless the parties hereto mutually agree, prior to the date, that this agreement shall be extended for a then specified term.

Board of Education
Gerrish-Higgins School District

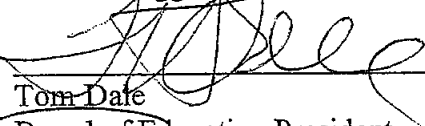
Roscommon Education Association



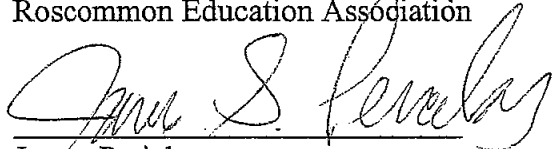
Millie Mellgren, Superintendent
Chief Negotiator,
Gerrish-Higgins Board of Education



Kathy Wyckoff, REA President
Roscommon Education Association



Tom Dale
Board of Education President



James Perialas
REA Chief Negotiator



Trustee and Negotiator

Negotiator

Date: 9/19/07

Board Team

REA Association Team

Millie Mellgren, Superintendent
Brian Hill
Tom Dale
Shay Anderson
JoEllen McNitt

Kathy Wyckoff, REA President
Jim Perialas
Debbie Rosczyk
Tracy Bosworth
Susan Pinsoneault
Doug Goulette

APPENDIX A

2007-2008 Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	33,849	34,679	35,372	37,003	37,842	38,599
2	35,545	36,399	37,127	38,856	39,728	40,521
3	37,327	38,144	38,907	40,748	41,691	42,524
4	39,003	39,957	40,757	42,696	43,678	44,551
5	40,767	41,773	42,607	44,636	45,659	46,574
6	42,535	43,585	44,458	46,569	47,651	48,603
7	44,320	45,407	46,314	48,523	49,634	50,627
8	46,163	47,219	48,164	50,465	51,571	52,602
9	47,858	49,034	50,016	52,406	53,606	54,679
10	49,633	50,852	51,871	54,344	55,591	56,704
11	51,407	52,671	53,721	56,281	57,576	58,728
12	53,175	54,489	55,578	58,223	59,563	60,754
13-15	56,603	58,005	59,165	61,974	63,381	64,646
16-20	57,722	59,178	60,360	63,255	64,711	66,003
21-25	58,311	59,769	60,964	63,889	65,358	66,665
26	58,894	60,366	61,574	64,539	66,013	67,331

2008-2009 Salary Schedule

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	34,526	35,373	36,079	37,743	38,599	39,371
2	36,256	37,127	37,870	39,633	40,523	41,331
3	38,074	38,907	39,685	41,563	42,525	43,374
4	39,783	40,756	41,572	43,550	44,552	45,442
5	41,582	42,608	43,459	45,529	46,572	47,505
6	43,386	44,457	45,347	47,500	48,604	49,575
7	45,206	46,315	47,240	49,493	50,627	51,640
8	47,086	48,163	49,127	51,474	52,602	53,654
9	48,815	50,015	51,016	53,454	54,678	55,773
10	50,626	51,869	52,908	55,431	56,703	57,838
11	52,435	53,724	54,795	57,407	58,728	59,903
12	54,239	55,579	56,690	59,387	60,754	61,969
13-15	57,735	59,165	60,348	63,213	64,649	65,939
16-20	58,876	60,362	61,567	64,520	66,005	67,323
21-25	59,477	60,964	62,183	65,167	66,665	67,998
26	60,072	61,573	62,805	65,830	67,333	68,678

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

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

1. Group I

Varsity Football (Head Coach)	13%
Varsity Football Assistant (2 positions)	10%
Varsity Wrestling	13%
Varsity Basketball - Boys	13%
Varsity Basketball - Girls	13%
Track - Boys	13%
Track - Girls	13%
Baseball	13%
Softball	13%
Volleyball	13%
Soccer	13%

2. Group II

Cross Country	8%
Golf	8%
Skiing	8%
Cheerleading (each season for two seasons)	9%

GROUP B

J.V. & Assistant Coaches (1 in each position)

J.V. Football Head Coach	10%
J.V. Football Assistant	10%
Wrestling Assistant	10%
J.V. Soccer Coach	10%
J.V. Basketball - Boys	10%
J.V. Basketball - Girls	10%
Track Assistant - Boys	8%
Track Assistant - Girls	8%
J.V. Baseball	10%
J.V. Softball	10%
J.V. Volleyball	10%

3. PRE-SEASON SUMMER PRACTICES

The Head Varsity and Assistant Coaches will receive a weekly pay for each week of activity prior to the beginning of school according to the following schedule:

Head Football Varsity Coach	\$125.00
Assistant Football Coach (up to 3)	\$100.00
Head Girls' Basketball Coach	\$125.00
Junior Varsity Girls' Basketball Coach	\$125.00
Junior Varsity Girl's Coach	\$100.00
Cross Country Coach	\$100.00
Golf Coach	\$100.00
Head Soccer	\$125.00

This will not exceed three weeks activity.

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.

CALENDARS - See Appendix D

Gerrish-Higgins School District
2007-2008 Tentative School Calendar

August		January	
29	Prof Dev Day for Staff	1	Christmas Break-No School
30	Staff Meeting	2	School Resumes
31	No School	30	2 hour early dismissal
September		February	
3	Labor Day - No School	18	President's Day - No School
4	First Day for Students	27	2 hour early dismissal
26	2 hour early dismissal		
October		March	
5	Prof Dev/No Students	7	Staff Prof Dev/Record Marking No Students
31	2 hour early dismissal	21	Good Friday - No School
November		26	2 hour early dismissal
2	Parent/Teacher Conferences No Students	28	Spring Break Begins - No School
15	Hunter Safety Day - No School	31	Spring Break - No School
22	Thanksgiving Day - No School	April	
23	No School	1	Spring Break - No School
30	Staff Prof Dev/Records No Students	2	Spring Break - No School
		3	Spring Break - No School
		4	Spring Break - No School
		30	2 hour early dismissal
December		May	
24	Christmas Break-No School	26	Memorial Day - No School
25	Christmas Break-No School	28	2 hour early dismissal
26	Christmas Break-No School		
27	Christmas Break-No School	June	
28	Christmas Break-No School	5	Last Day of School
31	Christmas Break-No School		1/2 day for students

2 hour early dismissal for teacher analysis day

INVOICE

**GERRISH HIGGINS SCHOOL DISTRICT
702 LAKE STREET
PO BOX 825
ROSCOMMON, MI 48653
989 275-6600**

TO: William Freeland
Mackinac Center for Public Policy
PO Box 568
Midland, MI 48640

Date: December 12, 2007

Description:	Copies of REA/Steelworkers Contract(FOIA)	\$5.00
	TOTAL	\$5.00