MASTER AGREEMENT

between the

ROSCOMMON AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

and the

ROSCOMMON TEACHERS ASSOCIATION
MEA/NEA

July 1, 2026 through June 30, 2028

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ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Roscommon Teachers Association (MEA/NEA) as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel under contract or personnel who are enrolled in a State-approved alternative certification program and employed as a preK-12 teacher 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 the 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 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 has the right to have a witness of his/her choosing present. However, no conference shall be unduly delayed due to unavailability of the witness chosen by the teacher. The teacher will 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 will have the right to have a witness present.

G. District Behavior Support Systems

The District recognizes the shared responsibility of maintaining positive student behavior and safe learning environments. Teachers are expected to utilize district behavioral support systems and processes, and the District will provide collaborative supports, consultation, coaching, and available resources to assist schools and staff in addressing student behavioral needs. The District Intentional Student Support Network (ISSN) or successor team will continuously review data and make recommendations to the District Network or successor team and administration on changes needed to better support students and teachers.

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. Hours or days made up over this requirement will be compensated at an hour proration of a teacher's daily rate.

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. 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.

D. Probationary teachers may see their probationary time extended or may be non-renewed at the district's discretion.

E. Extra duty positions are hired on an annual basis with no year-to-year guarantee.

F. The teacher shall be entitled to full rights of citizenship and no religious or political activities of the teacher or lack thereof, shall be grounds for discipline or discrimination with respect to the professional employment of such teacher. The Board agrees to continue its policy of respecting the personal and private life of teachers.

G. Teachers shall not be required to participate in student bag or locker searches. However, teachers may, on a voluntary basis, assist building administration with such searches when requested. Participation or non-participation shall not be used as a basis for discipline, evaluation, or any adverse employment action.

ARTICLE VI - DISCIPLINE

A. A bargaining unit member may only be discharged, demoted or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. Teacher may only grieve discipline up to the Superintendent.

B. Discipline action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.

C. A program of progressive discipline shall be followed for each unrelated incident:
1. Oral warning
2. Written warning

3. Written reprimand
4. Suspensions with or without pay
5. Further suspension/discipline up to and including discharge

The parties recognize that the severity of an offense may provide grounds for the acceleration of the above progression of discipline.

D. No teacher shall be reprimanded in halls, classrooms or any other area where the discussion may be overheard.

E. No formal disciplinary action shall be taken upon a complaint by a parent or student unless the complaint is reported to the teacher. Any investigation of such complaints shall include an interview with the teacher.

F. All information forming the basis for disciplinary action shall be made available to the teacher. Materials that may be used for disciplinary purposes shall not be placed in the teacher personnel's file unless the teacher has received a copy of the material. The teacher shall have the opportunity to attach a response to any material placed in his/her personnel file.

G. All bargaining unit members are entitled to Association representation during investigative interviews that could lead to disciplinary action or any meeting in which the bargaining unit member is being reprimanded or disciplined.

ARTICLE VII - 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 semester, the teacher 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 the semester, the

Superintendent will provide the teacher with up to ten (10) hours of paid prep time to prepare for the new class(es). This is only for new classes, not additional sections of existing classes in the teacher's schedule. 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.

D. Assignment of a Teacher Overage

Qualified teachers may voluntarily accept overage assignments when necessitated by enrollment, scheduling, staffing, or program needs. The need for an overage assignment shall be communicated to teachers holding the appropriate certification for the assignment. Administration shall make the final determination regarding assignment based on qualifications, experience, prior teaching of similar courses or subject areas, and the impact on the teacher's current schedule and planning period. Teachers will be compensated at the prorated rate based on their salary placement on Appendix A.

E. Mentoring and Induction

1. Teachers who are new to the teaching profession must complete three years of mentoring in accordance with State requirements. The first year of employment must include participation in Buck Academy. A mentor will be assigned for all three years.

2. Teachers who have prior teaching experience but are new to the district must complete: One year of Buck Academy and a minimum of one year of district mentoring. If a teacher has not completed the full three (3) years of mentoring required by the State of Michigan, the teacher shall continue in mentoring until the State requirement is satisfied. For purposes of determining prior mentoring completion, all prior employment during which the teacher held a valid teaching certificate and received mentoring shall be credited equally, without distinction based on whether such employment occurred in a public school or a public-school academy (charter school).

3. The district will consider prior teaching experience in a public school or public-school academy as evidence that the State required mentoring has been completed.

4. If the State guidance governing teacher mentoring requirements is amended, the district's mentoring requirement will automatically align with and conform to the new law. Teachers will not be required to complete obligations beyond those required by the State of Michigan unless they are part of an Individualized Development Plan.

ARTICLE VIII - TEACHING CONDITIONS

A. The normal school day for professional staff shall be as follows:

1. 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.)

2. Teachers' preparation time will not be less than 215 minutes per week.
    a. 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. There will be 5 minutes between special periods to accommodate class pick up and drop off. 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.
    b. Such time will consist of one period of consecutive time, such as the middle or high school class period.
    c. Each full-time teacher will be provided with a duty-free preparation period during the student instructional day. The primary purpose of preparation time is to support effective instruction and student learning through activities including, but not limited to, lesson planning, assessment development, grading, data analysis, parent communication, professional collaboration, student support, recordkeeping, and other instructional or professional responsibilities. Preparation time will generally be self-directed by the teacher.

       However, the District may require teachers to utilize a reasonable portion of preparation time for activities related to the operation of the school, instructional improvement, student achievement initiatives, compliance requirements, staff collaboration, professional learning, meetings, conferences, or other educational purposes as determined by the district. If preparation is used for district purposes for more than one planning period in a calendar month, the teacher will be paid at the hourly rate for the lost planning time. Instructional coaching activities conducted during an employee's scheduled preparation period will be considered part of the employee's professional responsibilities and will not be eligible for additional compensation.

3. 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.)

4. 15 minutes before school - at duty station ten (10) minutes before the first regular class starts.

5. 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. Students will be released at the end of the school day to

either buses or designated areas for pick up. Teachers will be required to stay with students for the first three weeks of school to establish routines for dismissal.

6. No teacher shall be required to monitor more than one class per hour. In the event that a teacher agrees to monitor more than one class per hour, the teacher will be compensated for the time that this occurs at the extra duty hourly rate. A teacher must be asked and cannot be required to provide coverage. This does not include times that classrooms collaborate or group students for targeted instruction.

7. Instructional Coaching
   Participation in instructional coaching may be required by the District as part of professional growth and instructional support. Coaching will be supportive, non-disciplinary and non-evaluative in nature and will occur during a mutually agreed upon time.
   Coaching services and support will be provided as determined by the District based on staffing, building needs, and program implementation. The District will provide substitute coverage or release time for coaching activities when feasible.
   Teachers will participate in scheduled coaching activities, including observations, feedback sessions, collaborative planning, and professional reflection opportunities. Coaching activities occurring during a teacher's preparation period will be considered part of the teacher's professional responsibilities.

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 and physical education will not be required to have more than two preps outside of their primary field. If a teacher agrees to have more than 4 different preparations, they will receive an additional 7.5% compensation.

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 $75 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 teacher may request a meeting with the parent and administrator for the purpose of discussing grade retention.

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, all teachers will be notified by the principal regarding who will be placed in charge. At the beginning of each school year, the principal will create and distribute a list of teachers who may be asked to serve in this capacity. Teachers have the right to refuse placement on the list. 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. If the teacher is asked to serve in this capacity after the contractual time on the prior day, the teacher will be allowed one (1) hour of time to prepare lesson plans. This time will be paid at the extra duty rate. 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-based committee. The district will be responsible for providing a list of approved committee/activities that will count toward the three hours per month.

2. Each teacher will be obligated to attend seven (7) hours of scheduled Parent-Teacher Conferences per year as determined by each building.
    a. During fall conferences, there will be one half day of school, where students attend in the morning and three hours of conferences are held in the afternoon.
    b. There will be two and a half (2.5) additional hours of fall parent teacher conferences in the evening. In the spring, the remaining two and half (2.5) hours of parent teacher conferences will be held outside the school day.
    c. Teachers are required to attend the District Open House before the start of school. It shall count as two (2) hours of parent teacher conference time.
    d. 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. The District shall maintain appropriate documentation with the sponsoring agency for district-provided professional development required within each school year's bargained calendar and shall take all necessary steps to secure state-approved professional development credit, including SCECHs or any successor credential, for the 35 hours of district-provided professional development.

    All probationary 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 Board of Education Office by the last teacher day of the school year.

ARTICLE IX – EVALUATION

A. Performance Evaluations

The performance evaluation for teachers will fairly evaluate performance and provide timely and constructive feedback that supports professional development. The evaluation system must provide teachers ample opportunity to improve and provide relevant coaching, instruction support, and professional development.

B. Year-End Evaluations

1. Year-end evaluations will result in a rating of teachers as effective, developing, or needing support.
2. The year-end evaluation rating must be determined by a combination of metrics and performance as primarily measured by an evaluation tool.
3. Metrics must be the basis for twenty percent (20%) of the teacher's year-end evaluation rating. Metrics means student growth and assessment data or goals. Goals are measurable, long-term, academic goals, informed by available data, that a teacher and/or administration sets at the beginning of the year for all students.
4. The remaining portion of the evaluation is primarily based on teacher performance as measured by an evaluation tool that is based on objective criteria. The evaluation tool will be used to determine teacher effectiveness and inform decisions for developing and improving teachers.
5. The year-end evaluation must include specific performance goals that will assist in improving effectiveness for the next school year. Performance goals must be identified in consultation with the teacher.
6. The year-end evaluation and feedback concerning the evaluation must be provided in writing to the teacher. If a written evaluation is not provided to the teacher, the teacher is deemed effective.
7. The summative evaluation will not include attendance.

C. Observations

1. Classroom observations must be used to assist in performance evaluations.
2. All teachers will be evaluated by RAPS Administrators.
3. Observations will not be conducted by other teachers for the purpose of the evaluation process.
4. There must be at least two classroom observations in each school year the teacher is evaluated. At least one observation may be unscheduled.
5. The school administrator conducting the observation must conduct a post-observation meeting with the teacher. At this meeting, they must discuss the teacher's lesson plan, and the state curriculum standard being used in the lesson and review the pupil engagement in the lesson.
6. Classroom observations must be not less than 15 minutes, but do not have to be for an entire class period.
7. The school administrator responsible for the teacher's performance evaluation must conduct at least 1 of the observations. Other observations may only be conducted by observers who are trained in the use of the mutually agreed upon evaluation tool.
8. Within 5 calendar days after each observation, the observer shall provide the teacher with written feedback from the observation.
9. A post observation meeting is required following each of the first two (2) required

classroom observations in any school year in which a teacher is evaluated.

10. No teacher will be required to participate in more than four (4) post-observation meetings in a school year, unless the teacher is rated as developing or needing support or unless the teacher requests additional meetings.

11. Post-observation meetings shall be held within 30 school days following the teacher's written feedback. If they are not held in this period of time, they will not be rescheduled.

D. Additional Support for Certain Teachers

1. The provisions in this section apply only to any teacher who is in the first year of the probationary period under section 1 of Article II of 1937 PA 4, MCL 38.81 (The Tenure Act), or who received a rating of minimally effective, ineffective, needing support, or developing in the teacher's most recent year-end evaluation.

2. For those teachers identified above, the school administrator or designee who conducted the evaluation must develop, in consultation with the teacher, an individualized development plan (IDP) that includes performance goals and training designed to assist the teacher and to improve the teacher's effectiveness.
3. Teachers identified in this section must receive a midyear progress report. The midyear progress report must be used to gauge a teacher's improvement from the preceding school year and assist the teacher to improve. The midyear progress report must be aligned with the teacher's IDP. The midyear progress report must include specific performance goals and recommended training for the remainder of the school year that are developed by the school administrator conducting the year-end evaluation or their designee, in consultation with the teacher.
4. Teachers rated as needing support, or developing at the midyear progress report the teacher must receive a written improvement plan developed by the school administrator conducting the year-end evaluation or their designee, in consultation with the teacher. This plan shall clearly identify the goals and training required above. The midyear progress report is supplemental and in addition to the year-end evaluation.
5. Teachers identified in this section shall be assigned a mentor or coach.

E. Designating Teachers as Unevaluated

A teacher must not be assigned an evaluation and designated as unevaluated for a school year if any of the following apply to the teacher:

1. The teacher has worked less than 60 days in that school year.
2. The teacher's evaluation results were vacated through the grievance procedure described in MCL 380.1249 (l).
3. There are extenuating circumstances including the teacher and the employer agreeing to designate the teacher as unevaluated.

4. If a teacher receives an unevaluated designation, the teacher's rating from the school year immediately before that designation must be used for consecutive purposes.

F. Teacher Consistently Rated as Effective

A teacher who is not probationary under section 1 of the Tenure Act and is rated effective on the three most recent consecutive year-end evaluations will be given the option to be evaluated biennially instead of annually. If the teacher's rating on one of these evaluations is "needing support" or "ineffective", the teacher must again be provided with year-end evaluations.

Teachers who are evaluated biennially shall maintain at least one (1) annual professional growth goal during years when a formal evaluation is not conducted. The goal shall align with district, building, or individual professional learning priorities and be submitted to the building administrator by a designated date. The administrator will conduct a maximum of two informal observations and provide feedback and support regarding the goal. These observations will not be recorded in Pivot. Discussions about progress toward the goal are intended to support professional growth and shall not be considered a formal evaluation or rating.

G. Teachers Rated as Ineffective or Needing Support for 3 Consecutive Years

A teacher rated as ineffective or needing support on 3 consecutive year-end evaluations will be dismissed from employment as a teacher.

H. Evaluation Rating Review

1. Teachers Rated as Needing Support on a Year-End Evaluation

a. A teacher who is not probationary under section 1 of the Tenure Act and is rated as needing support on a year-end evaluation may request a review of the evaluation rating by the superintendent.

b. Probationary teachers cannot challenge their observations, IDPs, mid-year performance reviews, the evaluation process or their evaluation ratings.

c. The request for review must be submitted in writing within 30 calendar days after the teacher is informed of the rating. Upon receipt of the request, the superintendent shall review the evaluation and rating and make any modifications as appropriate.

d. The teacher must receive a written response regarding this review no later than 30 days after receipt of the request for a review and before making any modifications.

e. If the written response does not resolve the matter, the teacher or the Union may request mediation as provided for in 1947 PA 336, 423.201 to 423.217. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district. Within 15 days of the receipt of the request, the school district superintendent must provide a written response to the teacher and the Union stating the mediation will be scheduled as appropriate.

2. Teachers Rated as Needing Support on 2 Consecutive Ratings

A teacher who is not probationary under section 1 of the Tenure Act and is rated as

needing support on 2 consecutive year-end evaluations may use the contract's grievance procedure, including arbitration, to grieve the second evaluation rating. The arbitrator has the authority to issue any appropriate remedy.

ARTICLE X - 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 XI - 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 XII - 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, which may be used for any reason stated in Michigan's Earned Sick Time Act. Accumulation of annual leave days shall be limited to 220 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 relatives (up to three [3] consecutive days). Relatives shall include daughter-in-law, son-in-law, sister-in -law, brother-in-law, and grandparent. One (1) of these days shall not count as sick or wellness days.

3. Death in the immediate family (up to five [5] consecutive days). The immediate family shall include wife, husband, daughter, son, stepdaughter, stepson, sister, brother, mother, father, current mother-in-law, current father-in-law, and grandchild. Three (3) of these days shall not count as sick or wellness 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
   No more than three wellness days may be used consecutively. 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. Employees may utilize a wellness day immediately preceding or following a holiday if Roscommon County is under a declared state or national emergency.

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 220 days in their bank. Less than full-time employees meeting the above criteria, will be paid a pro-rated per day payment equal to their current assignment.

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. The district will pay $250 per day for any unused annual leave days up to a cap of eight days or $2000. Employees must request the payment by the last day of school, which will be included on the June 15th payroll and any remaining annual leave time will roll into the employee's sick bank.

N. A teacher will be allowed to donate unlimited sick days to any teacher upon request. A teacher may request sick days through the RTA Secretary. The Secretary will communicate with the membership and submit a list of days for donation to the Business Office. Donated sick days may be used during the school year in which they are gifted but at the conclusion of the said school year, they shall expire and will not be carried forward. The donation of sick days shall not be reversed once they are given. Teachers may not donate days after notification of resignation, termination, or retirement.

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. 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 $60/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 $200.00 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 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 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.

G. Employees who have more than five (5) unpaid days outside the parameters allowed under the Family Medical Leave Act during the course of a school year will be charged the per diem rate of the district's contribution to health insurance for each unpaid day.

ARTICLE XV - INSURANCE PROTECTION - FRINGE BENEFITS

A. The Board will make the following defined contribution to health insurance.

Single:	$ 7,783.25

2 Person:	$ 16,277.19
Family:	$ 21,227.09

Teachers will have the option of selecting one of four health insurance plans with MESSA.

1. MESSA ABC Plan 1, $1700/$3400 HSA 0%, 5-Tier Rx
2. MESSA ABC Plan 1, $1700/$3400 HSA 20%, 3-Tier Rx
3. MESSA ABC Plan 1, $2000/$4000 HAS 20%, 5-Tier Rx
4. MESSA ABC Plan 2.5 $2500/$5000 HAS 20%, 5-Tier Rx

1. 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.

2. 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.

B. 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:	$ 432.57
2 Person:	$ 811.87
Family:	$ 1,438.08

C. The Board will provide Eye Med Vision Plan.

D. 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.

E. Long-Term Disability providing 2/3 of the salary after a waiting period of 45 days, full time teachers only.

F. Group Life Insurance in the amount of $50,000 per teacher.

G. 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.

H. Teachers with proof of Health Insurance from another insurance group may select the option of four thousand dollars ($4000) 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 distributed over 24 pay periods.

I. 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.

J. 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 XVI - 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 $40.00 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 enrolled 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. SCECHs earned through participation in the 35 hours of required district provided professional development will not be considered for adjustments in 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.

I. Teachers are encouraged to attend students' extracurricular activities to strengthen relationships, demonstrate support for student growth beyond the classroom, and foster a positive school community. To promote participation in these events, teachers and their immediate family will be given access to home sporting events by showing their school ID. This does not apply to RAPS hosted MHSSA events.

ARTICLE XVII - 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.
3. The arbitrator shall have no power to change any salary scales.
4. The arbitrator shall have no power to change board policy nor substitute his/her judgment or that of the Board as to the reasonableness of any such policies by the Board.
5. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
6. The arbitrator shall not have the power to interpret state or federal law nor rule upon any matter that is a prohibited subject of bargaining under Michigan law.
7. The arbitrator shall not have the power to decide matters concerning evaluation, observation, assignment, layoff or recall, except for matters expressly provided for by Section 1249 of the Revised School Code.

ARTICLE XVIII - 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.

ARTICLE XIX – LAYOFF AND RECALL

A. All personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions. The district shall not utilize length of service as the sole factor in personnel decisions. Length of service or tenure status may only be considered by the administration when all other factors, as listed below, are considered equal amongst the potentially affected teachers.

The effectiveness of teachers by measured in accordance with the district's performance evaluation system will be used as a factor for personnel decisions. The personnel decisions shall be based on the following factors:

1. The teacher's length of service in a grade level or subject area.

2. The teacher's disciplinary record.

3. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.

4. Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.

5. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

6. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.

7. The teacher's attendance record, excluding approved FMLA time.

B. The district retains the right to determine the teaching schedule each year. If any current teaching positions are eliminated, the teachers in positions being eliminated are considered displaced. A displaced teacher will be transferred into a vacant position within their area of certification prior to any teacher being laid off.

C. At least ten (10) calendar days prior to layoff notices being given to teachers, the Association will be notified of a contemplated reduction in personnel with the potential staff affected and rationale. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.

D. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

E. Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective for their most recent year-end evaluation rating. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section A above.

F. If the teacher fails to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher

shall be deemed a voluntary separation and shall forfeit any further right of recall.

G. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

ARTICLE XX - 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 day of the second semester.

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.

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 XXII - CLASS SIZE

A. Class size:

a. Class size

K - 4	27 students
5-7	31 students
8-12	33 students

b. Except for the following: Physical Education, Band, Choir, Keyboard and Computer Labs (limited to the number of work stations).

c. If the class size exceeds the cap limits defined in "A" for a period greater than five (5) school days and a reduction is not feasible, the teacher may select one of the following options:

1. Request an aide for the classroom. The aide is assigned to the classroom and not to an individual student as governed by an IEP. If the classroom aide is pulled from the room, then the teacher will be compensated at the rate described below.

2. Receive additional compensation. For self-contained classrooms, the teacher will receive an additional $15.00 per day for each student over the cap. For departmentalized classrooms, teachers will receive an additional $3 per period for students over the cap. Compensation will be paid at the end of each semester.

d. Class sizes will have the hard caps listed below and classes will not exceed these numbers.

K-3	32 students
4-5	35 students
6-12	38 students

e. In self-contained grades, classrooms with two grades will be capped at 20 total students.

f. At RES, collaborative teams will make recommendations for individual student placement in subsequent classrooms. Efforts will be made to balance students needing additional academic and behavioral support. Final placement decisions remain with the building administration.

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.
If the case load for a special education teacher is within the parameters of the COOR ISD plan but exceeds the State of Michigan Administrative Rules (R340.1749a and R340.1749b), the teacher will be compensated ten dollars ($10) per day for each student that exceed the State of Michigan number. The additional rate will be paid at the end of each semester for the actual days that the student was on the caseload.

The teacher must notify the Special Education Coordinator when his/her caseload is exceeded.

ARTICLE XXIII – 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 XXIV – CALENDAR

The calendar will contain a maximum of 184 teacher days and 180 student days, unless more days are required by law to earn the full amount of student State aid.

The 2027-2028 calendar will mirror the 2026-2027 calendar in format, including professional development, parent/teacher conferences, and early release days.

In the event, the district exceeds the maximum number of forgiven emergency closure days permitted by the State of Michigan, the District will use the allowable professional development days already worked to satisfy the instructional day and hour requirements established by the Department of Education.

ARTICLE XXV – DURATION OF AGREEMENT

This agreement supersedes all previous agreements between the parties and shall become effective as of the first day of July, 2026, and shall remain in effect until the 30th day of June, 2028, unless the parties hereto mutually agree, prior to the date, that this agreement shall be extended for a then specified term.

If the Association ratifies a tentative agreement on a successor collective bargaining agreement prior to the expiration of the current agreement, each employee in the bargaining unit who is employed by the District on the date of the Association's ratification shall receive a one-time, off-schedule bonus of five hundred dollars ($500).

Board of Education Roscommon Area Public Schools	Roscommon Teachers Association
Desiree Baerlocher, Superintendent	Gregg Neville, RTA President
Date: 7/21/26	

APPENDIX A

2026-2027 SALARY SCHEDULE

- Steps and columns will be given to all eligible employees receiving Effective ratings on their evaluation.
- 3% on scale increase reflected in the table below
- $2000 bonus – Payable in December 2026

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	55,069	56,189	57,125	59,327	60,461	61,481
2	56,893	58,034	59,010	61,321	62,486	63,546
3	58,297	59,367	60,369	62,781	64,016	65,107
4	60,493	61,744	62,792	65,335	66,621	67,764
5	62,805	64,123	65,217	67,877	69,216	70,416
6	65,124	66,498	67,641	70,408	71,827	73,077
7	67,463	68,887	70,076	72,971	74,427	75,729
8	69,878	71,262	72,501	75,518	76,967	78,318
9	72,099	73,641	74,927	78,061	79,634	81,040
10	74,426	76,024	77,361	80,602	82,236	83,695
11	76,751	78,407	79,783	83,140	84,839	86,346
12	79,070	80,792	82,218	85,683	87,442	89,002
13-15	83,562	85,400	86,921	90,602	92,446	94,105
16-20	85,027	86,937	88,486	92,281	94,188	95,880
21-25	85,800	87,710	89,277	93,110	95,037	96,750
26	86,565	88,494	90,077	93,965	95,896	97,623

2027-2028 SALARY SCHEDULE

- Steps and columns will be given to all eligible employees receiving Effective ratings on their evaluation.
- 3% on scale increase reflected in the table below
- $2000 bonus – Payable in December 2027

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	56,721	57,875	58,839	61,106	62,274	63,325
2	58,600	59,775	60,780	63,160	64,361	65,452
3	60,046	61,148	62,180	64,664	65,937	67,060
4	62,308	63,596	64,676	67,295	68,620	69,797
5	64,690	66,047	67,173	69,913	71,293	72,528
6	67,078	68,493	69,671	72,520	73,982	75,269
7	69,487	70,954	72,179	75,160	76,660	78,001

8	71,974	73,400	74,676	77,783	79,276	80,667
9	74,262	75,850	77,175	80,402	82,023	83,471
10	76,659	78,304	79,681	83,020	84,703	86,206
11	79,053	80,759	82,177	85,634	87,384	88,936
12	81,442	83,216	84,685	88,254	90,065	91,672
13-15	86,069	87,962	89,529	93,320	95,219	96,928
16-20	87,578	89,545	91,140	95,050	97,014	98,757
21-25	88,374	90,341	91,955	95,903	97,888	99,652
26	89,162	91,148	92,780	96,784	98,773	100,552

In August 2026, there will be a one-time recognition of past teaching experience not currently reflected in teachers step classification. Eligible employees will be given credit for time consistent with verifiable years of prior teaching experience. It will be the responsibility of teachers seeking the change to provide the district with proof of teaching experience they wish to add. Teachers will have the 2026-27 school year to provide documentation of prior teaching experience. Pay will be adjusted when the appropriate documentation is provided. This adjustment applies only to employees identified by mutual agreement of the District and the Association and does not establish a precedent or obligation beyond those individuals; nor does this extend to individuals hired in the future. This provision will be removed from future contracts and does not extend to anyone other than those named below.

1. Stachurski
2. Purkey
3. Civinskas, E.
4. Waterman
5. Thiel
6. Hunt
7. Napolitano

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)

Varsity Football (Head Coach)	13%
Varsity Wrestling (coed)	13%
Varsity Basketball (boys)	13%
Varsity Basketball (girls)	13%
Track (boys)	13%
Track (girls)	13%
Baseball	13%
Softball	13%
Volleyball	13%
Soccer (boys)	13%
Soccer (girls)	13%
Cross Country (Middle and High School) (coed)	13%
Golf (boys)	8%
Golf (girls)	8%

GROUP B

Varsity Football Assistant	10%
JV Football (Head Coach)	10%
JV Football Assistant	8%
Wrestling Assistant (coed)	8%
JV Basketball (boys)	10%
JV Basketball (girls)	10%
JV Baseball	10%
JV Softball	10%
JV Volleyball	10%

GROUP C – Middle School

Middle School Basketball (boys)	6%
Middle School Basketball (girls)	6%
Middle School Track (boys)	6%
Middle School Track (girls)	6%
Middle School Volleyball	6%

GROUP D

National Honor Society	4%
Class Sponsor – 8th grade	4%
Class Sponsor – Freshman Year	4%
Class Sponsor – Sophomore Year	5%
Class Sponsor – Junior Year	6%
Class Sponsor – Senior Year	4%
RHS Student Council	6%
RMS Student Council	3%
Knowledge/ Quiz Bowl	7%
RHS Robotics*	5%* (up to two (2) positions)
Elementary Choir	2% per RES choir (up to 2)
Elementary Running Club	2% (in conjunction with XC season)

GROUP E -Miscellaneous

Fourth Grade Camp	0.6% per night
RHS Musical (1 per year – 2 people)	8%
RMS Musical (1 per year – 1 person)	6%
Band	14%
Choir	12%
Summer Band	2%
RMS Yearbook*	1%
RHS Yearbook*	2%
Sideline Cheerleading	6%

Mentor Teacher

- For a probationary teacher in years 1 and 2 5%
- For a probationary teacher in years 3 and 4 2%

*If not a class in the school day.

2. 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. With approval of the Athletic Director or Principal, positions may be split and percentages shared. Other clubs with administrative approval - salary to be mutually agreed upon by the RTA and Superintendent of Schools.

3. CO-CURRICULAR PAY PERIODS

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

Ist 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

APPENDIX C



2026-2027

Roscommon Area Public Schools

299 W. Sunset
Roscommon, MI 48653
Phone: 989-275-6600
www.rapsk12.net

Aug 25	Opening Day of PD (8:00-3:00 p.m)
Aug 26	Teacher PD (8:00-12:00 p.m)
Aug 26	District Open House (4:00-6:00 p.m.)
Aug 31	First Day of School
Sep 04	No School - Labor Day Weekend
Sep 07	No School - Labor Day Weekend
Sep 30	Early Release
Oct 15	PT Conferences - Half Day of School
Oct 16	No School - Teacher PD
Oct 23	End of 1st Marking Period
Oct 28	Early Release
Nov 02	No School- COOR Wide Teacher PD
Nov 18	Early Release
Nov 26-27	Thanksgiving Break
Dec 23- Jan 1	Winter Break
Jan 15	End of Semester - Half Day
Jan 18	No School - MLK / Records Day
Jan 27	Early Release
Feb 12	No School - President's Weekend
Feb 15	No School - President's Weekend
Feb 24	Early Release
Mar 11	PT Conferences
Mar 19	End of 3rd Marking Period
Mar 26-Apr 5	Spring Break
Apr 28	Early Release
May 31	No School - Memorial Day
Jun 11	Last Day of School - Half Day (Tentative)
Jun 14	Snow Day Make-Up, If Needed

The above calendar is the one that is referenced in the Article XXIV for reference for the following year.