

Region 12 Research
Roscommon

6-30-69

PROFESSIONAL AGREEMENT

Gerrish-Higgins School District

and the

Roscommon Education Association

July 1, 1968 - June 30, 1969

Gerrish-Higgins School District

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

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ROSCOMMON EDUCATION ASSOCIATION AGREEMENT

1968 - 69

This agreement entered into July 29, 1968 as of July 1, 1968, by and between the Gerrish-Higgins School District, hereinafter called the "Board" and the Roscommon Education Association, hereinafter called the "Association."

WITNESSETH:

Whereas the Board of Education is required by law to negotiate with the Roscommon Education Association on wages, hours and the terms and conditions of employment of teachers, and the parties through negotiations in good faith have reached agreement on all such matters, they now desire to execute this contract covering such agreement.

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Roscommon Education Association as the exclusive bargaining representative, as defined in section 11 of Act 379, Public Acts of 1965, for all certified personnel under contract, but excluding supervisory and executive personnel, office, clerical, and maintenance and operating employees.
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 its officers and agents.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

ARTICLE II

TEACHER EVALUATION PROCEDURES

- A. Probationary teachers will be evaluated at least three times during the course of each school year and tenure teachers at least once per school year. In addition, a teacher will be evaluated upon his request within ten (10) school days of such request.
- B. The actual period of evaluation shall consist of observation of the teacher's class performance for a minimum of thirty (30) minutes per evaluation.
- C. The evaluator shall be the principal or a member of the administrative team.
- D. A written evaluation shall be prepared by the evaluator and presented to the teacher in a closed meeting not more than eight (8) school days after the observation. The teacher may submit his own evaluation if he does not agree with the evaluation of the principal or member of the administrative team. Both evaluations will be placed in the teacher's personal file. A teacher may also confer with the Superintendent regarding his evaluation. Either party may request the presence of an observer or follow-up session.
- E. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.

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 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 principal will review persistent behavior problems of a student. This board will make recommendations in writing to the Superintendent, who will accept the recommendations as made, suggest revisions or notify the group in writing his reasons for rejection of the recommendations. In this case, the aforementioned board has the right to appeal to the Board of Education.

The board of review will convene at the request of the principal or any involved teacher.

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.

ARTICLE IV

CONTINUITY OF OPERATIONS

- 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. Since the parties are establishing a comprehensive grievance procedure under which unresolved grievances may be settled by an impartial third party, the parties have removed the basic cause for 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.

The definition of strike as defined in Section I of Act 379 to be applicable.

As used in this act, the word strike shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

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. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE VI

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 Board recognizes the Code of Ethics of the Education Profession (as adopted by the National Education Association in 1963) as defining acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics.
- C. 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. The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases, may institute proceedings against the offending teacher.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher.
- E. No teacher shall be reprimanded in halls, classrooms or any other area where students may overhear.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular or temporary teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate if a qualified, satisfactory candidate is available at the time of hiring. In case such a teacher is hired, the Superintendent shall notify the Secretary of the Roscommon Education Association within five (5) days of the date of hiring by the Board.

A temporary assignment is to be considered as more than ten (10) consecutive teaching days.

ARTICLE VIII

TEACHING CONDITIONS

- A. Under the present seven period school day, the normal weekly teaching load in the junior and senior high school will be thirty (30) teaching periods or not to exceed six (6) periods daily of classroom instruction. Assignment to a supervised study period shall be considered a teaching period for the purposes of this article. The normal weekly teaching load in the elementary school will be equivalent to thirty (30) teaching periods.
- B. No junior or senior high school teacher shall be required to prepare for more than four (4) different subjects in any one teaching day.
- C. All teachers shall be entitled to a duty-free lunch period equivalent to forty minutes except for assigned duties for which the teacher is compensated.
- D. The Board shall make available in each school facilities for the exclusive use of the teachers. Location of such facilities, equipment needed and regulations for use to be implemented at the earliest practical time subject to the final recommendations of the Instructional Council.
- E. No elementary teacher will be obligated to participate in outdoor recess or noon time activities.
- F. Total building faculty meetings after the teacher's working day scheduled more often than nine times per school year will then be held on equally shared time. (Teachers' time and released school time).

ARTICLE IX

HEALTH AND TUBERCULOSIS EXAMINATION

- A. A certificate of freedom from tuberculosis based on a chest X-ray and the results of the blood test provided by the Mobile Unit of the Health Department shall be filed annually.

ARTICLE X

INSTRUCTIONAL COUNCIL

- A. An Instructional Council composed of three teachers and three Board members will be appointed at the beginning of the school year. The Instructional Council shall meet during the regular school year and advise the Board and the Association on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and related matters.

Building principals will be advisory members of the Instructional Council.

ARTICLE XI

VACANCIES AND TRANSFERS

- A. Since pupils are entitled to be taught by teachers who are working in their area of competence, a teacher shall not be assigned outside the scope of his teaching certificate or his major or minor field of study without the consent of the teacher involved and notification to the Secretary of the Association.
- B. Whenever a vacancy or newly created position arises or is anticipated, the Superintendent shall promptly notify the Association which in turn shall notify its members that interested teachers may file with the Superintendent an application for the position.
- C. The Board and the Association agree that any unrequested transfer shall be made by mutual consideration and agreement by the teacher involved and the Board. Any grievances pertaining to unrequested teacher transfer are to be dealt with by grievance procedure as set forth in this agreement.

ARTICLE XII

MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. 1. Any teacher may sign and deliver to the Board an authorization for deductions of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.
2. Upon receipt of such authorization the Board will deduct from the even numbered pay checks a total of ten (10) deductions and the Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

ARTICLE XIII

ILLNESS OR DISABILITY

- A. 1. All teachers regularly employed by the District shall be credited with 15 days sick leave at the beginning of the school year. Sick leave allowance is to be used for absences caused by illness or physical disability of the teacher. Sick leave days may be accumulated to a total of one hundred thirty (130) teaching days.
2. At the beginning of the 1968-69 school year, each teacher who was under contract with the Gerrish-Higgins Schools in 1967-68 will be credited with the accumulated sick leave acquired under the prior (1967-68 school year) system.
- B. In 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.
- C. All requests for sick leave must be submitted to and approved by the Superintendent. Proof of illness signed by a physician may be required at any time. Forms in accordance with the provisions of this agreement will be supplied by the administration.
- D. In addition to personal illness or disability, sick leave may be utilized for the following purpose: A maximum of three (3) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the Superintendent.
- E. Upon the recommendation of the Superintendent, the Board may, at Board expense, require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick leave is warranted.
- F. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment as prescribed by law and his regular salary to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided herein.

ARTICLE XIV

PROFESSIONAL AND PERSONAL LEAVE

- A. A teacher desiring to attend an educational conference must apply in writing to his or her principal. When such authorization is granted to the teacher delegated to represent the school at an educational conference (such designation or authorization must be in writing and one copy filed with the Superintendent prior to the teacher's leaving for the conference), he or she shall receive a mileage rate, both ways, of ten cents (10¢) per mile. Meals shall be reimbursed actual expense up to the following amounts upon the teacher's filing a receipt for such meals with said teacher's principal: Breakfast, \$1.04; Luncheon \$1.56; and Dinner, \$3.12.

If overnight accommodations are necessary the teacher will be reimbursed actual expense up to Ten Dollars (\$10.00) per night upon filing a receipt for such expense with the principal.

- B. During the school year each teacher shall be permitted to use three (3) days of his or her sick leave for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least one day in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, week-end or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

ARTICLE XV

UNPAID LEAVE

- A. 1. Maternity leave may be granted, commencing not later than the sixth (6th) month of pregnancy, except that when this date falls within one month of the end of the semester, the teacher shall be permitted to complete the semester. Return from such leave shall be dependent upon a written statement from the teacher's physician stating that she is ready to resume her teaching duties.
 2. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parent by the Probate Court.
 3. A teacher returning from leave provided in this section shall be the first considered for any vacancy occurring for which she is qualified and shall be placed on the same step of the salary schedule that she occupied when going on leave.
- B. Deductions from pay for absences not covered by illness, disability, professional or personal leave.
1. All teachers are expected to fulfill the terms of their contract. Arbitrarily taking time off will be considered as a breach of contract.
 - a. Teachers may be permitted to take time off at their own expense provided written clearance has been given in advance by the Superintendent.
 2. 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 $9\frac{1}{2}$ month basis divided by 190.

ARTICLE XVI

INSURANCE PROTECTION

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board of Education agrees to make available to all teachers the following insurance protection:

- A. The Board will pay Eight Dollars and eighty cents (\$8.80) per month for health and accident protection for each teacher for a full twelve month period through Blue Cross or the MESSA Super Med Program.
- B. Forms authorizing payroll deductions for such insurance protection will be available in the Superintendent's Office for each teacher to make application.

ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. 1. A beginning teacher will achieve Tenure Status in two years, (1) upon certification by the supervising principal and Superintendent that the teacher's work has been of a satisfactory nature and (2) upon their recommendation that said teacher be placed under Tenure.
2. Under unusual circumstances the teacher may be required to serve the third year of a probationary period.
3. During the probationary period the teacher may be denied a contract for the succeeding year provided that said teacher is notified at least sixty (60) days before the end of that school year.
- B. PROVISIONS:
1. An experienced teacher hiring into the system shall be placed on the same step as (his, her) years of experience up to and including the ninth year. This will not apply to any teacher who has not qualified for Tenure in another school district.
2. Teachers who are not at the maximum of the schedule will be reimbursed for one half their tuition costs per semester credit hour earned for courses that are applicable to their teaching field.
3. Teachers who are at the maximum of the schedule will be reimbursed for all tuition costs per semester credit hour earned for courses that are applicable to their teaching field.
4. Reimbursement for tuition will be made after the teacher successfully completes the course with a minimum grade of C. Such reimbursement will be subject to Withholding, Retirement and Social Security Taxes.
5. No pay adjustments other than for tuition will be made during the contract year. Work completed during the year and summer will be taken care of by revising contract prior to opening of school.

C. USE OF PERSONAL AUTOMOBILES

1. Teachers required, as part of their regular duties, to drive their personal automobiles from one school to another shall receive a car allowance of ten cents (10¢) per mile. The same provision shall be made for other authorized use of teachers' personal cars. Authorization is to be made by the administration.
2. Non ownership liability insurance coverage for such automobile use will be furnished by the Board.

D. ADDITIONAL ASSIGNMENTS

1. Any teacher assigned to teach more than six (6) teaching periods per day will be paid according to the following schedule:
 - a. Occasional substitute (less than five (5) consecutive days):

Study Halls - Four Dollars (\$4.00) per period.

Classroom assignments - Five Dollars and fifty cents (\$5.50) per period.
 - b. Regular assignments (more than five (5) consecutive days) - One seventh (1/7) of assigned teacher's daily rate for each period. Daily rate to be computed by dividing teacher's base pay by 190.

SALARY SCHEDULE

<u>YEARS EXPERIENCE</u>	<u>BA/BS</u>	<u>BA/BS+15</u>	<u>MA</u>	<u>MA+15</u>
0	\$6,600.	\$6,800.	\$ 7,100.	\$ 7,300.
1	6,864.	7,064.	7,364.	7,564.
2	7,128.	7,328.	7,628.	7,828.
3	7,392.	7,592.	7,892.	8,092.
4	7,656.	7,856.	8,156.	8,356.
5	7,920.	8,120.	8,420.	8,620.
6	8,250.	8,450.	8,750.	8,950.
7	8,580.	8,780.	9,080.	9,280.
8	8,910.	9,110.	9,410.	9,610.
9	9,240.	9,440.	9,740.	9,940.
10	9,570.	9,770.	10,170.	10,370.

- A. All teachers employed by the Gerrish-Higgins School District are to be paid according to the above Salary Schedule.
- B. Teachers proceeding from the BA/BS schedule to the BA/BS+15 schedule must acquire 15 semester hours in their own teaching field or approved course of study leading to a Masters Degree. Hours thus qualified would be retro-active to 1963. (The same provision applies to teachers proceeding from the MA schedule to the MA+15 schedule. Their approved course of study would lead to a Specialists Degree).

EXTRA PAY FOR EXTRA DUTIES

<u>POSITION</u>	<u>AMOUNT</u>
Athletic Director	\$350.
Varsity Football	
Head Coach	600.
Assistant Coach	400.
J.V. Football	
Head Coach	375.
Assistant Coach	300.
Varsity Basketball	
Head Coach	700.
Assistant & J.V. Coach	450.
Jr. High & Elementary Coach	200.
Baseball Coach	225.
Golf Coach	225.
Trach Coach	225.
Girls' Basketball Coach	350.
Cheerleading Coach	125.
School Play	100. ea.
Yearbook Adviser	200.
School newspaper adviser	175.
Forensics Coach	140.
Extra Chorus	200.
Extra Band	600.
Student Council	200.
G.A.A (Girls' Athletic Association)	150.
F.H.A.	80.
F.T.A.	90.

N.H.S.	75.
Jr. N.H.S.	25.
Class Sponsors	
Senior	150.
Junior	100.
Sophomore	75.
Freshman	75.
Eighth Grade	25.
Seventh Grade	25.
Summer Band	1,200.
Summer Driver Education	1,800.

Any extra duty not specified above will be subject to agreement between the Board and the Association.

ARTICLE XVIII

PROFESSIONAL GROWTH LEAVE

A. Professional Growth Leave will be granted upon the terms and conditions hereinafter set forth.

B. Eligibility

1. Any teacher of Gerrish-Higgins School District who has been employed at least seven(7) consecutive years by said Board as a full-time professional employee of said School, and at the end of each additional period of seven (7) or more consecutive years of said employment, may be granted by said Board a sabbatical leave for professional improvement for not to exceed two (2) semesters at any one time; provided, however, that said teacher, to be eligible, must hold a permanent or life certificate or be engaged in teaching in a school maintained by said Board; and further provided, however, that a maximum of 2% of the professional employees of said school may be granted professional growth leave in any school year.
2. Absence from service in said school for a period of not more than one (1) year under a leave of absence without pay granted by said Board shall not be deemed a break in the continuity of service required by this program and shall be included as a year of service in computing the eligibility requirements.
3. A professional growth leave may be granted a teacher for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
4. The Board shall not be held liable for death or injury sustained by or acts committed by any teacher while on professional growth leave.
5. During professional growth leave, the teacher shall be considered to be in the employ of the Board, shall have a contract and shall be paid compensation as hereinafter provided.
6. As a condition to receiving final approval for professional growth leave, a teacher shall file with

the Secretary of the Board a written agreement that the teacher will remain in the service of the school for a period of two (2) years subsequent to the expiration of the leave.

C. Procedure for Application for Professional Growth Leave

1. Application for professional growth leave must be filed in writing with the Superintendent by April 15th for leaves to begin with the first semester of any school year and by October 15th for leaves to begin in the second semester of the school year. The application as submitted shall include the following information:
 - 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. In recommending approval or disapproval of 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.
4. The Board reserves the right to reject any or all requests 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 or her spouse, as the case may be (if appropriate), shall simultaneously therein execute a demand promissory note (form attached) in the total amount of compensation to be received by the teacher during leave from the school; which note shall represent liquidated damages to the school for inability default, misperformance or non-performance of any or all of the duties of the teacher hereunder.
2. During the term of the professional growth leave the teacher shall have a contract, shall be considered to be in the employ of said Board and shall receive compensation in the amount of one-half ($\frac{1}{2}$) of the base salary that he would have received had he been on active staff status during the period in which said leave is effective.

The Board shall also pay for life insurance and hospitalization insurance for the teacher on professional growth leave.

3. Payment of salary to the teacher on professional growth leave shall be made in accordance with the provisions of the Board for payment of salary to other teachers on the professional staff.
4. A term of professional leave shall entitle the employee to an automatic salary schedule increment at the beginning of the next full year of school following his return to service in the system.
5. An employee on professional growth leave shall accumulate sick leave at the established rate.
6. A professional growth leave once granted by the Board may not be terminated before the termination date of said leave except as otherwise provided herein or as otherwise determined by the Board.
7. During the term of said professional growth leave, the teacher shall report to the Superintendent of Schools as follows:
 - a. Said teacher shall immediately request approval from the Superintendent of Schools for any substantial changes in said teacher's planned program of leave as outlined in the teacher's application.
 - b. An interim report shall be filed with said Superintendent by said teacher at the mid-point of the period for which leave is taken. Said report shall contain sufficient information to enable the Superintendent to determine that the leave is being utilized in the appropriate manner.
 - c. The teacher shall file with the Superintendent a final report of the teacher's activities at the expiration of the leave period, which final report is to have the approval of the Board. The Superintendent may, at his discretion, require proof that the program as presented by the applicant (with appropriate changes as subsequently approved) has been followed. The final report with the Superintendent's recommendation shall be presented to the Board for its approval. A teacher shall not be considered as

having completed his duties and requirements of the professional growth leave until the final report has been finally approved by the Board, and the subsequent two-year period of service completed.

8. A teacher granted professional growth leave may be required to perform such services 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 the school and all future payments, if any, shall be cancelled and the teacher's teaching contract shall, with good cause shown, be rescinded, tenure rights notwithstanding.

F. Status Upon Returning From Professional Leave

Teachers on such leave shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Board's control of public school employees' retirement funds.

1. 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 duties with respect thereto, the Demand Promissory Note shall be voided by the Board.

G. Professional Growth Leave Agreement

Dated _____

In consideration of GERRISH-HIGGINS SCHOOL DISTRICT, by its Board of Education, having heretofore adopted a Professional Growth Leave Policy as a part of its contract of employment of said school's professional personnel and as a condition to the granting of said Professional Growth Leave to the undersigned, whose application therefore has been tentatively approved, the undersigned does hereby promise and agree to remain in the service of the Said GERRISH-HIGGINS SCHOOL DISTRICT as a full time professional employee for a period of two (2) school years subsequent to the expiration of the year in which the undersigned was accorded Professional Growth Leave.

Witnesses:

H. Demand Promissory Note

Dated _____

Upon the undersigned jointly and severally promise to pay to the order of GERRISH-HIGGINS SCHOOL DISTRICT, a Michigan municipal corporation, the sum of _____

_____ DOLLARS with interest at no percent per annum, but at the rate of seven percent (7%) per annum from and after the date said demand is duly made.

Principal and interest due herein shall be payable at the Gerrish-Higgins School District office on Lake Street, Roscommon, Michigan.

This Demand Promissory Note is pursuant to Article XVIII of the Agreement between the School District of Gerrish-Higgins and the Roscommon Education Association, dated July 29, 1968, as of July 1, 1968.

The makers hereof waive presentment, demand, protest and notice of dishonor.

ARTICLE XIX

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 provision 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. In

the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

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.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman will refer it to the Superintendent of Schools.
- b. The Superintendent or his designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and his representative or representatives, in an effort to resolve it.
- c. If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or

condition on which the grievance is based, then the grievance will be considered as waived.

3. Level Three

If the Association is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he has first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board.

4. Level Four

- a. If the Association is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board or fifteen (15) school days after he has first met with the Board Committee, whichever is sooner, request in writing the Chairman of the PR&R Committee to submit his grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious and that it arises from the language of this agreement or an alleged breach thereof and that submitting it to arbitration is in the best interests of the Gerrish-Higgins school system, it may with written notice to the Board submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement, or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree

upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected will confer with representatives of the Board and the PR&R Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth 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 is violative to the terms of this Agreement. Arbitration of grievances 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.

A TICLE XX

DURATI N OF AGREEMENT

This Agreement shall b effective as of July 1, 1968,
and shall continue in effect until the 30th day of June, 1969.
This Agreement shall not be xtended orally and it is expressly
understood that it shall exp re on the date indicated.

ROSCOMMON
EDUCATION ASSOCIATION

GERRISH-HIGGINS
BOARD OF EDUCATION

By John C. Beggar
Its President

By [Signature]
Its President

By Barbara R. Falconer
Its Secretary

By [Signature]
Its Secretary

By James E. Mahoney
Chairman, Negotiating Comm

By Donald R. Sloan
Member

By Louise Lance
Negotiating Committeeman

By [Signature]
Member

By Ronald J. Yutich
Negotiating Committeeman

By Charles Papenfus
Member

By Nancy A. Myer
Member

By Ed Bentler
Member

Dated this 29th day of July, 1968.