

MASTER AGREEMENT
BETWEEN
ROCHESTER COMMUNITY SCHOOLS
BOARD OF EDUCATION
AND THE
ROCHESTER EDUCATION ASSOCIATION, MEA/NEA

ROCHESTER, MICHIGAN 48307

2009/10
2010/11
2011/12

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PREAMBLE

This Agreement made and entered into on December 1, 2010 by and between the Board of Education of the Rochester Community School District, Rochester, Michigan, hereinafter referred to as the "Board" and the Rochester Education Association, hereinafter called the "Association".

WITNESSETH:

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Rochester Community Schools the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and the Association.

Providing a high quality education for the children of the Rochester Community Schools is the paramount aim of this school district. The Board of Education, the Administrative Staff, and the Professional Teaching Staff have definite responsibilities in providing such education. We hereby declare:

WHEREAS: the Board under law, has the responsibility for establishing the policies for the District,

WHEREAS: the Administrative Staff has the responsibility for carrying out the policies established, and

WHEREAS: the Professional Teaching Staff has the responsibility to provide the best possible education in the classroom,

WHEREAS: the parties to this Agreement have a common goal of providing the best possible education for all children,

WHEREAS: the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965 as amended, to negotiate with the Association as the representative of its teaching personnel with respect to hours, salaries, and terms and conditions of employment, and

WHEREAS: the parties reached certain understanding which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – RECOGNITION

1.01. This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Rochester Community School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes.

1.02. The Board, in order to recognize a teacher organization as exclusive representative of teaching personnel, requires satisfactory evidence that the organization, in fact, represents a majority of such employees. Such evidence will be in the form of a membership list, signed designation cards, or dues deduction authorization.

1.03. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the teachers of the Board, the Board hereby recognizes the Association as the official negotiating agent for all teachers under contract to the Board. The Association will, upon request, submit to the Board a list of active members of the Association.

1.04. The term "teacher" when used herein will refer to employees included in the unit for bargaining as set forth in the paragraph below. The term "Board" when used herein will refer to the Board of Education. The Superintendent, and other Central Office Administrators, Principals, Assistant Principals, and all other supervisory personnel within the meaning of Act 379 will be appropriately referenced.

1.05. The following teacher personnel holding temporary and/or permanent teaching certificates issued by the State of Michigan and/or the appropriate license issued by the State of Michigan (where applicable and a teaching certificate is not required), and who hold valid contracts with the Rochester Community Schools comprise this bargaining unit: Teachers of preprimary impaired classes, early intervention classes, kindergarten classes, teachers of grades 1 through 5, teachers of music, art, physical education, vocational education, learning consultants, teacher consultants, counselors, media specialists, teachers of all subjects grades 6 through 12, teachers of all special education classes, student services staff, program consultants, curriculum consultants, physical therapists, occupational therapists, department heads, building athletic directors, social workers, psychologists and, teachers of the speech and language impaired, reserve teachers, but excluding all supervisory and executive personnel now in existence or hereinafter established by the Board, day-to-day substitute teachers, all non-teacher positions (coach, summer school, drivers education, co-curricular, game workers, etc.), who are not otherwise a member of the bargaining unit, office, secretarial, clerical, cafeteria, maintenance, operational, bus drivers, and school aides as well as any other non certified and certified personnel employed by the Board. The Association agrees that it shall not, during the effective dates of this contract and for any mutual extension thereof, seek to represent for the purposes of collective bargaining any of the positions/job classifications currently excluded from the bargaining unit. The Association may seek to represent newly created positions.

1.06. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2 - WAIVER CLAUSE

2.01. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily

and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been at the time they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the written request and mutual Agreement of both parties.

2.02. The parties agree that this Agreement is intended to be in compliance with state law. Therefore, changes in state laws that impact wages, hours, and/or terms and conditions of employment, not addressed herein will be referred to Special Conference as provided in this Agreement.

ARTICLE 3 - NEGOTIATION PROCEDURES

3.01. Not later than April 15th of the calendar year in which this Agreement expires, the Association must submit, in writing, its desire to negotiate an Agreement in accordance with the procedures set forth herein in a good faith effort to reach Agreement as stipulated in Act 379 with respect to hours, salaries, and terms and conditions of employment.

3.02. If the parties fail to reach Agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

3.03. Designated representatives of the Board will meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and Agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other.

3.04. There will be two (2) signed copies of the final Agreement for the purposes of record: One retained by the Board, and one by the Association.

3.05. Annually, for the life of this Agreement, at least two (2) representatives of the Association and at least two (2) representatives of the Board (number to be equal) will meet upon the request of either party to review the terms and implementation of this Agreement. Both parties will identify and attempt to resolve any current problems with respect to the above and if resolutions are agreed upon, they will be confirmed in written letters of agreement and signed by both parties. Any costs incurred will be shared equally by both parties.

ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES

4.01. 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 Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. to exercise the executive management and administrative control of the school system, its properties and facilities, and the professional activities of its employees;
- B. to hire all employees and, subject to the provisions of this Agreement and of the law, to determine their qualifications; and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. to establish grade levels, 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;
- D. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;

- E. to initiate and carry out procedures by which teaching contracts are not renewed according to the provisions of the Michigan Tenure Act; and this Agreement
- F. to carry on an evaluation of programs and to evaluate the effectiveness of individual teacher performance;
- G. to initiate and carry out the means of obtaining financial support for the School District.

4.02. 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 will be limited by the terms of this Agreement to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

4.03. Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

5.01. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher will have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights covered by Act 379 of the Public Acts 1965; laws of the State of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, participation in collective professional negotiation; or the institution of any grievance, complaint, or proceeding under this Agreement.

5.02. The Association will have the privilege of using school buildings, when available, and in conformance with Board policies for meetings provided that when special custodial service is required the Board will make a customary charge therefore. The Association will have the privilege of posting notices of official organizational materials of the Association on the designated bulletin board provided in each building.

5.03. The Board agrees to furnish to the Association in response to reasonable written requests from time to time public information concerning the financial resources of the District. The Board further agrees to supply available information which is germane to the issue which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records.

5.04. Duly authorized representatives of the Association will be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with, interrupt, or affect the normal operation of assigned duties. It is the responsibility of the above mentioned Association representatives to report to the building principal before they conference with any teacher. It is understood that no Association views on matter related to Administrative- Teacher or Board- Association relationship will be discussed in the presence of students. If, in the opinion of the principal or the immediate supervisor of the Association member, such Association activity is interfering with classroom activities or assigned duties, such Association activities must be discontinued immediately.

5.05. The Association may use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use, providing:

- A. Written request is made and use is arranged for in advance.
- B. The use is strictly to serve the legitimate business of the Association, such as records, notices, correspondence, etc.

- C. The purpose is for internal business use of the Association and is not for public information.
- D. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.

Equipment will not be removed from school property unless permission is granted by the Administrator following a written request by the Association president/designee. Use of equipment other than that listed herein will be with administrative approval. The Association recognizes that all equipment in a building is ultimately the responsibility of the building administrator.

5.06. The Association may use the inter-school mail service and the teachers' mailboxes for the purpose of transmitting and/or distributing official Association materials. The Association will have a mailbox in the Board offices to transmit and receive communications from its membership.

5.07. The Association will be granted a total of twenty-eight (28) days per school year without loss of pay for conducting Association business including attendance at Association meetings. Appropriate written notice signed by the Association President of approved Association business days will be given to the supervisor (so that a substitute will be secured) and the Department of Human Resources in advance of the use. All requests for the use of Association days must be approved and countersigned by the President of the Association.

5.08. The President of the Association or his/her designee will be released to exercise one of the following two (2) options as listed below. The president will notify the Superintendent/designee of his/her choice no later than the last scheduled teacher work day of the preceding school year.

Option One: The president of the Association or his/her designee will be released from his/her regular teaching assignment with no loss of pay, benefits or professional advantage.

Effective for the 2010/11 school year, the Association will reimburse the District one quarter of the BA Step 0 rate set forth in Schedule A2. The cost billed to the Association for the 2010/11 school year will be nine thousand five hundred sixty six dollars (\$9566.00).

Effective with the commencement of the 2010/11 school year, if this Option is chosen, the Association will reimburse the District each school year in an amount equal to one-half (1/2) of the BA Step 0 rate set forth in Schedule A3. The District will bill the Association on May 1st of each school year and the reimbursement shall be received by the School District no later than June 30th of each school year.

Option Two: The president or his/her designee will be assigned to a position commensurate with his/her skills, background, and interests which will be mutually agreed to between the Board and the Association. While assigned to this position the president/designee will report directly to the Superintendent.

The past president upon the completion of his/her term of office will return to a full-time position. The past president will be placed on the building staff list of the building assignment at the time of election. If there is a vacant position, the past president will be placed in that building. If there is no vacant position, the teacher with the least seniority in that certification will be transferred to another position or laid off.

5.09. Any expenses mutually agreed upon between the Board and the Association in performing Association and/or Board business will be reimbursed within a ten-day period after billing.

5.10. All Association materials intended for distribution or display on any property under the management of the Board must be approved by an appropriate Association official before display or distribution.

5.11. The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance, or other violations of discipline, or violations of this Agreement by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school system. Alleged breaches of discipline will be reported as soon as practical to the offending teacher and may be reported to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

ARTICLE 6 - TEACHER RIGHTS

6.01. Nothing contained herein will be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other laws and regulations. The rights granted to teachers hereunder will be deemed to be in addition to those provided elsewhere.

6.02. There will be no discrimination by the Association or the Board toward any employee because of race, creed, color, gender, age, handicaps, sexual orientation, marital status or dependents.

6.03. It is recognized and agreed that teachers will have the privilege to join, or not to join the Association, but membership will not be a prerequisite for employment or continuation of employment of any teacher.

6.04. Teachers will have the privilege to payroll deductions for the following items:

- A. association dues/agency shop fees;
- B. Tax sheltered mutual funds (custodial account) and tax-sheltered annuity (two deductions from up to seventeen mutually agreed upon companies, one of which will be MEA Financial Services;
- C. Credit Union;
- D. United Way;
- E. other deductions approved by the Board;
- F. Universal Life;
- G. Long Term Care (carrier to be determined by the Board and Association).
- H. IRS Section 125 salary reduction ("Rainbow Plan")
- I. MPSERS Tax-deferred payments

6.05. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher. In the classroom, teachers will not promote individual convictions, but will encourage the students to study varying points of view and respect their right to form their own judgment.

6.06. A teacher will be entitled to have a representative of the Association present when he/she is being formally reprimanded or disciplined by any member of the Administration for any infraction of rules or delinquency in professional performance. Should disciplinary action likely occur at a given meeting, the employee will be advised immediately of said possibility and be advised of the right to be represented under this provision.

6.07. Whenever the result of a reprimand, warning, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator will be filed, in writing, in the teacher's personnel file and a copy thereof given to the teacher. The teacher will have the right to reply to any such communication and the reply made a part of his/her personnel file.

6.08. No teacher will be disciplined, reprimanded, reduced in rank, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and to the Association upon the written request of the teacher.

A policy of progressive discipline will be followed. The Board will make a good faith effort to provide timely notice to the member involved and the Association President prior to the initiation of that member's investigative meeting, unless an emergency is identified. The progressive discipline policy shall include verbal reprimands, written reprimands, suspension and discharge. Verbal reprimands are normally the first step of the disciplinary process. However, any disciplinary action taken against members will be appropriate to the behavior which precipitated said action.

6.09. A complaint, either identified or anonymous that is not substantiated will not be placed in a teacher's personnel file and will not be used for any discipline of the teacher. Any member may forward e-mails of concern from administrators that he/she has received directly to the Association.

A substantiated complaint directed towards a teacher will not be included in said teacher's personnel file unless such matter and the identity of the person(s) making the complaint were reported in writing within a reasonable period of time.

6.10. Each teacher will have the right, upon request, to review the contents of his/her own personnel file, including building files. The teacher must make an appointment with the Department of Human Resources in order that an employee of the Department will be present when he/she inspects his/her file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Privileged information, such as confidential credentials and related personal references normally received at the time of employment, are specifically exempted from review.

6.11. Faculty groups, coaches, play directors, etc. may use school facilities as listed in the **Association Rights and Responsibilities** Article, in the performance of their contractual obligations during evenings and weekends. This use will be permitted provided that:

- A. the request is made in accordance with existing procedures for building usage;
- B. the use is strictly limited to the performance of contractual obligations;
- C. the employee is responsible for exercising due care for all facilities under his/her direction;
- D. the facilities are not used on a Sunday or holiday without the approval of the Superintendent, or designee.

6.12. Prior to the Board acting on charges filed against a teacher pursuant to the Michigan Teacher Tenure Act, the teacher will receive a copy of the charges. The teacher has the right to reply to the charges.

6.13. The Board will provide without cost to the teacher in an at-risk position who so requests, shots to prevent disease related to blood born pathogens (e.g. hepatitis B). Teachers not in positions presently identified as at-risk may request to receive the shots.

6.14. The Association President will be provided an opportunity to appoint an Association representative to all administrative approved committees if the committee's area of inquiry could affect wages, hours, and/or terms and conditions of employment.

ARTICLE 7 - TEACHER RESPONSIBILITIES

7.01. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers are required to display exemplary behavior, in the performance of their work assignment, as an example to students, parents, community and co-workers.

Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and to make conscientious efforts to meet, as required, with children, parents, and/or consultants.

7.02. Teachers will be encouraged to assist the Board in interpreting the program of the schools to the community in ways which will improve the public's understanding of purposes and problems, and which will encourage its involvement and support.

7.03. It is the responsibility of the teacher personnel and their representatives to comply with rules, regulations, policies and directives adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

7.04. The teacher accepts responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skills and his/her relationship with children. Evidence of this responsibility includes reasonable and sincere participation in some activities such as in professional study committees.

Rochester Community Schools needs teachers on district committees, building committees, and to attend Professional Development programs. There is a limit, however, as to how many of these committees (and hours per week, month or year) a teacher can be involved in and still be productive in his/her regular job assignment and other responsibilities. Probationary teachers may serve on the School Improvement Plan (SIP) committee and not more than one (1) other building or district level committee.

If, as a result of the No Child Left Behind Act, a school is placed at Phase I or above relative to Adequate Yearly Progress, a joint committee will be formed at that school to provide advisory input to address the need for that school's improvement. This committee will consist of the Superintendent, or his/her designee, one (1) building administrator from that building, and two (2) teachers from that building appointed by the Association.

7.05. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality education program practical for each student in the school district; thus the teacher will continue to use the school day for:

- A. planning and preparing for their classes. (careful daily, weekly, and semester preparations);
- B. teaching their students;
- C. evaluating student progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans;
- D. reporting their evaluations of student progress to the school administration and to the parents of the children whom they teach at appropriate times during the school year;
- E. assuming other responsibilities for the education, health, safety and welfare of their students;
- F. providing professional services to the school and community for the purpose of assisting in the development and implementation of quality education in the Rochester Community Schools.

7.06. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may congregate during the normal school day. Teachers will cooperate in good housekeeping practices in their lounge, the halls and respective classrooms.

7.07. It is recognized by the parties that participation in activities that relate to education and students can be helpful. Teachers are encouraged to participate in after school activities, e.g., curriculum, Professional Study Committees, textbook selection, sponsor of student activities, etc., as well as any other appropriate committee which would contribute to the betterment of the education of the children in the Rochester Community Schools. Each teacher at the secondary level is encouraged to share equally in after school responsibilities.

7.08. It is understood and accepted that teacher attendance at school affiliated evening meetings (PTA's, etc.) is desirable and beneficial. Except for illness or other emergencies, teachers will be required to attend such evening meetings as: Curriculum Night, Open House, parent/teacher conferences, Kindergarten Round Up. In addition, since teachers are an important part of PTA or PTO, they are encouraged to support its activities and attend its meetings. Teachers are encouraged to attend public performances of students. If the "World of Welcome" program at the elementary level is authorized by the building principal during the first teacher day, the one hour World of Welcome program must be only offered during the morning AM building meeting time.

7.09. It is expressly understood that the teacher preparation period is subject to the total school program, and, as a result, such things as miscellaneous programs, special events, field trips, testing programs, emergency class needs, assemblies, and work related activities, etc., may from time to time be substituted for preparation time. Conference periods will be used for such things as thorough preparation, conferences with parents, teachers and administrators, and special assistance to students as defined above, and in the **Teaching Hours, Schedules and Assignments** Article.

7.10. Members of the staff, with the approval of the appropriate administrator, may adjust their schedule to better serve students and parents.

7.11. The Board has the responsibility of providing necessary support for approved programs. Teachers will then be responsible for implementing these programs. Each elementary specials area group may recommend to the school district the level of subsidy needed to sustain a quality instructional program. The district is responsible for securing licensed permissions for any applicable copyrighted materials received or presented via technology for school and home use that have been approved by the District, or that are provided through a manufacturer's "Educator Use Program." The district will continue to strive to provide teachers with remote access to resources which are designed to improve work efficiency.

7.12. The classroom teacher may be exempt from the supervision of students in the library or media center whenever the library supervisor and teacher agree the presence of the teacher is not required.

7.13. An administrator will be assigned to each building in which summer school classes are held.

7.14. All teachers will attend one hour faculty meetings. Faculty meetings are held once a month generally on the second Tuesday of each month, but will not be conducted on the fourth Tuesday of the month. Meeting dates will be provided to teachers by the second week of school. If the building administrator proposes a meeting date other than a Tuesday, it must also be agreed to by a majority of the building's teachers. Teachers are encouraged to provide input for the agenda. The agenda for the faculty meeting should be prepared and available a day before the meeting. Teachers not able to attend a faculty meeting must communicate said absence to their immediate supervisor prior to the meeting. Teachers not in attendance are responsible for acquiring the information provided at that faculty meeting.

7.15. Members of the student support service staff may be requested to attend staff meetings during the workday in the student support services department at the administrative service center.

7.16. Teachers are expected to attend the scheduled parent/teacher conferences set forth in the school calendar attached and incorporated herein by reference unless excused by their supervisor or if family or personal illness makes attendance impossible. Parent/teacher conferences must be made up in a reasonable period of time outside the scheduled workday for the teacher to have the compensatory leave time as provided in the school calendar.

Fall Secondary parent/teacher conferences will be conducted for three (3) hours each. There will be an afternoon and an evening session.

There will be three (3) fall elementary sessions for parent/teacher conferences. Two (2) evening sessions will be conducted for two and one half (2.5) hours each, and one (1) afternoon session will be conducted for three (3) hours.

Spring secondary sessions for parent/teacher conferences will be conducted for two and one half (2.5) hours each. There will be an afternoon and an evening conference.

Spring elementary sessions for parent/teacher conferences will be conducted for three (3) hours each. There will be an afternoon and an evening session. These conferences will only be scheduled if there is a parent or teacher request for a conference.

Afternoon sessions will not begin before one half (1/2) hour after student dismissal. Evening sessions will not begin before 5:00 pm.

7.17. In addition to the parent/teacher conferences set forth in the school calendar during the third marking period, kindergarten teachers will schedule one additional half (.5) day for parent/teacher conferences. The additional conference time for parent/teacher conferences will be scheduled during either the week of, the week before, or the week after regularly scheduled conference time. The kindergarten teacher is not expected to put in more than one (1) additional after school session three (3) hours of parent/teacher conference time. In addition to the compensatory time provided in the school calendar, kindergarten teachers will be provided one half (.5) day compensatory time subject to the same time restrictions as incentive leave days.

7.18. Teachers will not be required to work in learning labs that are held outside the teacher's regular workday. In the event that the Board approves, adopts or mandates any curriculum plan that will provide supplemental or tutorial support for students during non-standard student contact time (e.g. before school, after school, lunch), teachers serving in this capacity will be paid the non-permanent extra class assignment rate.

7.19. The teacher responsible for a student's instruction in a particular course or program will determine the student's grade. No student grade will be changed without the approval of the teacher who assigned the grade. The grade may be questioned as herein provided by an authorized person. Authorized person is a student or a parent/legal guardian of a student.

- A. The authorized person requesting a grade change must do so in writing no later than thirty (30) calendar days after report cards are handed out or from the date they are mailed home.
- B. When a grade is challenged by an authorized person, the administrator will contact the teacher about the grade. A meeting between the administrator, parent, teacher, and counselor will take place. If after the meeting the teacher does not concur with the request for the grade change, the principal will advise the authorized person that the teacher does not concur and a *Grade Review Panel* may be convened.
- C. The *Grade Review Panel* will meet within fourteen (14) calendar days after the request for the review panel is provided to the principal. The *Grade Review Panel* will consist of three (3) teachers, selected by the Association, one (1) Board of Education member, and the Superintendent or designee. The superintendent or designee will serve as chairperson of the *Grade Review Panel*.
- D. The authorized person is to be invited to the meeting of the *Grade Review Panel*, and is to be provided an opportunity to make a written and/or oral presentation to the *Grade Review Panel*.

- E. The involved teacher is invited to the meeting of the *Grade Review Panel*, and is to be provided an opportunity to make a written and/or oral presentation to the *Grade Review Panel*.
- F. It is understood that the authorized person and teacher will separately meet with the *Grade Review Panel*.
- G. The decision will be made after reviewing the request and reasons supporting the request, and the teacher's reasons for non-concurrence. The *Grade Review Panel's* decision will be transmitted in writing to the teacher and the authorized person within fourteen (14) calendar days of the conclusion of the *Grade Review Panel* hearing. The district will place a copy of the *Grade Review Panel's* written decision in the student's CA-60 and maintain a copy in a general file called *Grade Review Panel Decisions*. The *Grade Review Panel* will notify the appropriate person to change the student's transcript, if necessary.
- H. The timelines provided may be extended upon the showing of good cause by the *Grade Review Panel*. It is agreed that good cause is unavailability of participants. The *Grade Review Panel* may adopt alternative procedures for any appeal that are consistent with this Agreement. The *Grade Review Panel* will set the time, duration and location for each meeting. The decision of the *Grade Review Panel* is final unless appealed to the Board of Education within fourteen (14) calendar days.
- I. Within fourteen (14) calendar days of receipt of notice of the *Grade Review Panel's* decision, either party to the dispute may appeal the decision of the *Grade Review Panel* to the Board of Education. The appeal to the Board must be in writing. The Board will notify the teacher or authorized person and the chairperson of the *Grade Review Panel* that an appeal has been made. The Board will meet within fourteen (14) calendar days after the appeal is received. At any meeting with the Board, the chairperson will present the position of the *Grade Review Panel*. The Board will notify the teacher, authorized person and the chairperson of the *Grade Review Panel* of its decision. If the grade is changed the Board will notify the appropriate person to change the grade on the student's transcript. The decision of the Board is final and binding.

7.20 Teachers are required to maintain a district approved grade book where applicable which will be linked to the district approved Parent Portal. Only individual student data will be displayed. The following disclaimer will be provided on the Parent Portal: "Teachers update data at different times. Please do not expect instantaneous updates on My RCS."

ARTICLE 8 - TEACHING HOURS - SCHEDULES AND ASSIGNMENTS

8.01 The maximum length of a teacher's scheduled work day will be seven (7) hours and eight (8) minutes which includes a teacher's obligation to arrive before the students and remain after their departure. Secondary teachers shall have a daily, uninterrupted, duty-free lunch period of not less than thirty (30) minutes. Elementary teachers shall have a daily, uninterrupted, duty-free lunch period of not less than forty (40) minutes. A full day of elementary student instruction shall be six (6) hours and sixteen (16) minutes. A half-day shall have three (3) hours and eight (8) minutes of student instruction. The full standardized teacher work day for Professional Development will be seven (7) hours including a sixty (60) minute duty free lunch.

8.02. Teaching is a profession. Therefore, teachers should have some flexibility in setting their own workday. However, teachers are expected to be on duty and to work the hours required to accomplish their total teaching assignment and responsibility. Because of basic differences which exist in the amount of planning, paperwork, curriculum study, extracurricular supervision, and other duties, it is

impossible to keep the teaching day on a completely equal schedule. However, in fairness to pupils, parents, and teachers, and in the interest of some uniformity, the following should be observed:

8.03. The normal weekly teaching responsibility for an elementary teacher shall be approximately twenty-five (25) instructional periods. The Board recognizes the need for elementary teachers to have preparation time. The preparation time will consist of two hundred forty (240) minutes per week provided by physical education, art, music, and media center. Each elementary school's master schedule may allow for no more than two (2) weekly blocks of common grade level planning time. Whenever an elementary physical education teacher, elementary art teacher, elementary vocal music teacher or elementary Media Specialist is absent, the District will hire a substitute so preparation time will not be lost.

- A. Elementary Specials teachers of music, art, physical education and media center will have two hundred forty (240) minutes of preparation time extended to them in periods of not less than twenty (20) minutes. All special subjects teachers should expect teaching assignments according to the following provisions.

Elementary teachers of music will teach classes of thirty (30) minutes each. Elementary teachers of physical education will teach classes of thirty (30) minutes each. Elementary teachers of art will teach classes of sixty (60) minutes each and half periods for kindergarten. Classes of instruction in the Media Center shall be sixty (60) minutes in length per week. Travel time between building assignments on the same day is counted the same as having taught one section. These teacher assignments shall be capped at no more than forty-four (44) sections per week. Whenever possible, each of these Specials teachers shall teach a maximum of nine (9) sections per day. Whenever possible, the elementary school's master schedule should allow for the scheduling of sections of the same grade level in consecutive time slots.

In the event that an elementary school does not have the minimum number of sections necessary for a full-time assignment, then the teacher may be assigned to travel to another building, provided the teacher is allowed to teach all the Music, Physical Education, or Art classes in the building in which they are primarily assigned. The majority of teacher's preparation time should be at their home building in which they are primarily assigned.

At least five (5) minutes will be scheduled between art, music, physical education and media center classes. "Specials" teachers will provide input to the principal in setting the special schedule for the year. The principal and teacher may upon mutual written consent, alter the application of the five (5) minutes between classes as long as the total number of minutes for passing are not reduced. However, if due to the amount of sections or facilities available, it is impossible to schedule the five (5) minutes of passing time between classes, the Executive Director of Human Resources, building principal and representatives of the Association will meet to mutually agree upon an appropriate solution such as compensation or compensatory time.

8.04 The normal weekly teaching responsibility for a middle school teacher, inclusive of the following conditions, will be twenty-five (25) instructional periods and/or duty assignments and five (5) preparation and/or conference periods. The middle schools will have a six (6) period day. A full day of middle school student instruction shall be six (6) hours and sixteen (16) minutes. A half-day shall have three (3) hours and eight (8) minutes of student instruction.

Middle School will provide a ten (10) to twelve (12) minute homeroom period each morning at the start of each school day. The homeroom activities will be determined by the teacher.

8.05 The normal weekly teaching responsibility for a high school teacher, inclusive of the following conditions, will be twenty-five (25) instructional periods and/or duty assignments and five (5) preparation and/or conference periods. A full day of high school student instruction shall be six (6)

hours and sixteen (16) minutes. A half-day shall have three (3) hours and eight (8) minutes of student instruction.

- A. The high schools will be a six (6) period day. The period will be approximately sixty (60) minutes in length. High school teachers' workday will consist of five (5) instructional or duty periods and one (1) individual preparation period. (Also see the **Professional Development Article**)
- B. High school instrumental teaching schedule will be five (5) periods of instruction including a sectional period (if there are at least 180 students in marching band), a zero hour scheduled with principal's approval and one individual planning period. High school vocal music will have a zero hour schedule with the principal's approval.
- C. Any recommendations by the K-12 Reform Committee for changes to the current normal weekly teaching responsibilities must be submitted to the parties no later than March 15, 2007 for negotiations.

8.06 It is recognized that counselors, social workers, psychologists, learning consultants, teachers of the speech and language impaired, and secondary media specialists do not need a regularly scheduled preparation period. However, a break in the morning and/or in the afternoon of at least twenty (20) minutes will be allowed. Social workers, psychologists, teachers of the speech and language impaired, counselors, learning consultants and media specialists will be scheduled an uninterrupted, duty free lunch period equal to that scheduled for the other teaching staff in the building. Time will be provided during the workday for record keeping and preparation. Consultants for English Language Learners shall receive a daily preparation period equal to one class period and none of their students will be assigned to them during that time.

8.07 The workday will be continuous. Teachers who work less than full-time will be assigned consecutive periods. If the teacher is not assigned a class period for instruction in the middle of the assignment, the teacher will be paid for the unassigned period and the assigned periods. The rate of pay will be the ratio of periods required to be at work to the number of instruction periods required for full-time work. The same ratio will be used to determine the time the teacher is required to be at work before and after the student day, and the length of the planning period. At his/her request, a part-time teacher shall receive a full lunch period. Less than full-time teachers are not required to attend faculty meetings that are outside the workday. Inservice scheduled outside the regular work time may be attended by the less than full-time teacher without additional compensation.

8.08 If a teacher teaches more than the normal teaching load as set forth in this Article, the teacher will receive additional compensations as prescribed in the **Extra Duty Assignment & Compensation Article**. Administrators may request reasons for refusal in writing. These extra assignments will be as equally apportioned among staff as is educationally feasible as determined by building administrators.

8.09 Assignments and/or appointments will be at the discretion of the Administration within the area of teacher competency, teaching certification, and major and minor fields of study except temporarily where, in the opinion of the Administration, circumstances so warrant.

8.10 Both parties acknowledge the responsibility of building administrators to exercise the authority to reassign any teacher duties to meet any emergency situation.

8.11 Teachers are expected to make themselves available for student and parent conferences. All teachers will attend meetings called by the administration as a regular part of their teaching assignments unless otherwise excused by the Administration. Sufficient notice of such meetings and agendas will be given when practical.

8.12 It is recognized that teachers may occasionally require emergency relief. When such relief is required, the building administrator will see that temporary supervision is provided.

8.13 Any teacher desiring to leave the assigned building prior to the completion of the daily schedule and the normal workday will first secure the permission of the immediate supervisor or the supervisor's designated appointee.

8.14 When school is canceled on a day designated as a teachers' records day or on a day designated as a student exam day, the Board and Association will be mutually responsible for determining the calendar adjustment. Every effort will be made to reschedule the teachers' record day or student exam day exactly as it was scheduled.

8.15 If the teachers at a building want to consider a modified schedule in order to provide time for professional development, the provisions of the **Site Based Decision** Article must be followed. Any modified schedule must be approved by the Association and the Board.

8.16 If hours schedules, or assignments of any building are under consideration for change by the Board, the Rochester Education Association will be notified. Before implementing any changes, the Board of Education and the Rochester Education Association will meet to negotiate any changes in wages, hours and terms and conditions of employment prior to implementation.

8.17 The Board is required by State School Code to provide the mandated number of hours of student instruction, inclusive of the provisions of this Agreement.

8.18 All K-5 elementary teachers will be provided a substitute teacher for a minimum of one (1) full day and three (3) half-days per section to perform district/state directed student assessments.

8.19 The Board of Education and the Association recognize and support efforts to advance student learning opportunities through alternate instructional models. Both parties agree to encourage teachers to investigate these models. The investigation process must include a cost estimate for the model. The model being investigated must be explained and discussed with other affected teachers. It is understood that teachers would only participate in alternate instructional models on a voluntary basis. The Superintendent or his/her designee must approve the model prior to implementation.

Electronic on-line courses are permitted only according to current Board policy. If a teacher develops an on-line course for transmission that the Board of Education would like to market and use outside the school district, the teacher, a representative of the Association, and Superintendent/designee will meet to determine if compensation for the use of the course materials is appropriate and/or the teacher's right to retain the intellectual property rights of the course work is applicable.

8.20 Representatives of both parties shall meet annually to continue the discussion of rotating early and late start schedules for elementary schools. Additionally each year, the Human Resources Department will notify all teachers through their immediate supervisors of the established reporting and dismissal times for teachers and students for each building.

8.21 If teachers who teach the same course administer common assessments, there shall be no comparisons of classroom assessment results reflected on any teacher's evaluation.

8.22 The work schedule and calendar provisions for the teachers in the Special Education Post – Secondary, Special Education Pre – School, and Alternative Center for Education programs can be modified subsequent to agreement by the Board and the Association.

8.23 Part-time teachers, who are not regularly scheduled to work on a professional development day, shall be able to adjust their work schedule with the approval of the building administrator in order to receive their prorated required professional development time.

8.24 Part-time teachers who are not scheduled to work on a teacher's records day, shall receive their prorated amount of release time for the completion of their records.

8.25 The Administration will monitor student instruction time for all kindergarten programs - Alternate Day All Day Kindergarten programs as well as Regular Half-day Kindergarten programs for comparability of student instruction time.

8.26 Co-teaching between a Special Education teacher and a general education teacher is expected to be a voluntary assignment. Both teacher volunteers will be consulted about the arrangement prior to the scheduling of students. If no volunteers come forward, the principal, the Special Education director, the Special Education teacher and all potential general education teachers shall meet to discuss the options. The final decision to schedule the co-teaching assignment will rest jointly with the building principal and the Director of Special Education. If the decision to schedule the co-teaching class goes forward, an assignment will be made on a rotating basis within the affected department. Under no circumstances will a teacher be forced to have a co-teaching assignment for two (2) consecutive years.

8.27 If a full-time teacher is required as part of his/her teaching assignment to travel between schools, there shall be allocated at least thirty (30) minutes for traveling. If as a result of traveling a teacher's preparation time has been diminished, he/she shall be compensated for a full thirty (30) minutes per the extra duty permanent basis rate at Section 29.04.

ARTICLE 9 - CLASS SIZE

9.01. Pupil-teacher ratio is an important aspect of an effective educational program. The parties agree that low class size is desirable. To the extent feasible (taking into account the availability of qualified staff, facilities, funds and state requirements) the Board will maintain low class size limits. It is agreed that the following limits on class size apply:

A. Elementary General Education: Class size limits

Grade	Relief	Maximum
K	25	27
1	28	30
2	28	30
3	28	30
4	32	34
5	32	34

B. Elementary Combined Classes: Class size limits

Grade	Relief	Maximum
K	(no splits will exist)	
1-2 combined	26	28
2-3 combined	26	28
3-4 combined	26	28
4-5 combined	30	32

Classrooms having combined grades will have a reasonable balance of students from each grade. The combined grouping will have a ratio of not less than 70:30. The maximum class size limit will be two (2) less than the maximum stated for the lower grade in the combined grade classroom.

C. Middle School: Class Size limits

	Class	Planning	Maximum
1.	6-8 ACADEMIC	32	34
2.	6-8 ACTIVITY		
	Art	24	28
	Computer	25*	35*
	Drafting	24*	28*
	Ind. Arts	24*	28*
	Keyboarding	25*	35*
	Home Economics		
	Foods	24*	28*
	Sewing	24*	28*
	Skills	24	28
	Physical Education		
	Basic	30	40

*See Section 9.01,G, "Work Stations".

D. High School: Class Size Limits

1.	GRADES 9 - 12 ACADEMIC CLASSES	
	Relief	Maximum
	35	37
	High School English Composition	
	Relief	Maximum
	28	30

For split classes having combined subjects, the maximum class size limit will be two (2) less than the maximum stated. Only two (2) courses can be combined into a split class. No teacher can teach more than one split class per semester.

2. **GRADES 9 - 12 ACTIVITY CLASSES**

	Class	Planning	Maximum
	Art	25	28
	Photography	25	28
	Computer	30*	35
	Drafting	25	28
	Ind. Arts	25*	28*
	Typing	30*	35*
	Home Economics/Life Skills		
	Cooking	24*	28*
	(4 per kitchen)		
	Sewing	24*	28*
	Survival	25	28
	Int. Design	25	28
	Physical Education		
	Basic	35	44
	Life Saving	27	32
	Swimming	30	35

*See also Section 9.01,G, "Work Stations".

Academic classes include any class not listed above except Vocal Music and Instrumental Music.

- E. Instrumental Music
Marching Band will have a Director and an Assistant Director if one hundred fifty (150) or more students are in the marching band. Additional support staff will be hired as needed.
- F. Vocal Music
At the secondary level an accompanist will be provided for performing classes with thirty five (35) or more students and at performances.
- G. All 6-12 science lab, industrial arts, typing, home economics, and computer usage classes will be limited to the number of fixed available pupil work stations as mutually agreed upon by the Administration and Association.
- H. Limits will be as stated above except in traditional large group instruction or in experimental classes, as well as in new technological and innovative approaches toward classroom teaching, in which case the new limits will be mutually agreed to by the Board and Association.

9.02 At the elementary level, where more than one teacher within a building is assigned to the same subject or grade level, class sizes will be adjusted to be as equal as feasible. At the secondary level within a building the same subject or grade level class sizes will be adjusted to be nearly equal. If the class size reaches the overload levels stated on the overload payment chart, and remains at or above the overload level for ten (10) or more student days during any card marking, the elementary level teacher will be paid per student per card marking according to the 2008/09 Official overload chart and at the secondary level the teacher will be paid according to the 2008/09 Official overload chart per period, per student, per card marking.

Beginning with the 2007/08 school year, if the class size reaches the overload level for ten (10) or more student days during any card marking, the elementary level teacher will be paid one hundred fifty dollars (\$150.00) per student per card marking; and at the secondary level the teacher will be paid thirty-five (\$35) per period per student per card marking. The paraeducator time provided will remain at the levels indicated on the 2008/09 Official overload chart.

9.03. When the number of students exceeds the maximum class size in 9.01, the teacher will continue to be compensated at the overload rate for the first two (2) students as stipulated in Section 9.02 unless alternate solutions are determined through the methods below.

- A. At the elementary level, if a particular building has an unusual population distribution at any grade level but adding a section is not a feasible solution, then meeting and/or exceeding the maximum class limit may be necessary. In such cases a mutually agreeable solution will be determined through the following process.

Once maximum has been met, a meeting will be called between the building principal, the teachers involved, the Association president or designee and the Assistant Superintendent of Instruction or designee. The purpose of such meeting will be to determine a contingency plan in the event an additional student of that grade level joins that attendance area. Solutions may include, but are not limited to:

1. Rescheduling of students
2. Reassigning the student to a different attendance area
3. Additional teacher hired
4. Other solutions as mutually agreed upon
5. If no other solutions can be mutually agreed upon then a three (3) hour paraprofessional and monetary compensation will be provided.

- B. Whenever feasible, adding class sections at the secondary level is the most desirable solution for dealing with excessive student numbers thus avoiding relief or maximum class size compensations. Some unusual scheduling situations may necessitate exceeding maximum class size limits. Under such circumstances, the affected teacher(s) will receive compensation at the relief rate for each student causing the count to reach the maximum and/or exceed it by one or two. This model for compensation for secondary teachers may be applied for up to two (2) students beyond maximum.

The number of students in any classroom cannot exceed the maximums listed in 9.01 by more than two (2) students.

9.04. The counseling load of a full time counselor at the secondary level will be not more than 350 students. If at any time this load is exceeded by more than 10%, relief will be provided. It is understood that duties and responsibilities assigned to counselors within a particular building will be divided equitably.

9.05. A paraprofessional will be assigned to all kindergarten classrooms for ten (10) hours per week. A paraprofessional will be assigned to all first (1st) grade classrooms for six (6) hours and fifteen (15) minutes per week and for five hours per week in all second (2nd) grade classrooms. The teacher will have the right to recommend to the principal a person for the position of paraprofessional. The teacher will have input into the evaluation of the paraprofessional.

9.06. In the event of a substantial reduction in revenue due to such things as millage failure, state aid cuts, or an unanticipated increase in expenditures, etc. which would affect the standards set forth in this Article, the Board may, at its option, re-open negotiations with the Association. These negotiations would relate to class size as set forth in the Article.

ARTICLE 10 - TEACHING CONDITIONS

10.01. The Board recognizes that appropriate texts, library reference facilities, computers, computer programs, and software, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. Further, the Board recognizes that efforts will be continued to seek and use textbooks and supplementary reading materials, which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The Board agrees at all times to continue to keep the schools reasonably equipped and maintained providing financial conditions permit.

10.02. Faculty members will be informed upon request to the principal as to materials, supplies, and funds available for their use.

10.03. The Board agrees to make available in each school: typing, duplicating equipment and supplies to aid teachers in preparation of instructional materials, providing financial conditions permit. The use of the aforementioned materials by the faculty will be in accordance with policies and priorities established by the building principal.

- 10.04. The Board will continue to provide wherever possible and practicable:
- A. a desk for every teacher;
 - B. closet space for each teacher to store coats, overshoes, and personal articles;
 - C. chalkboard/white board space in every classroom;
 - D. copies of all texts used in each of the courses a teacher is assigned to teach;
 - E. instructional materials storage space.
 - F. class books, paper, pencil, chalk, erasers, and other such materials required in daily teaching responsibility.
 - G. a computer for every teacher

10.05. The Association agrees that there are certain duties which may be assigned to teaching personnel by the building principal. The use of teachers to perform non-instructional functions will be kept to a minimum. In the event that it is necessary to assign teachers to non-teaching duties, it will be on an equitable basis for the entire staff.

10.06. Telephone facilities will continue to be made available to teachers for school business and local personal calls.

10.07. Upon the approval of the Superintendent and providing that space, facilities, and circumstances permit, vending machines placed in the staff room will be paid for and operated by the teachers of the building. The teachers of a particular building will assume full responsibility for the care, maintenance and monies involved. The proceeds from all such machines will be placed in a faculty fund. Such fund will be administered by the faculty in each building that has the above requested vending machines.

10.08. In any situation, when in the opinion of the Administration it is advisable to discontinue regular classes for pupils, teachers will be informed, as soon as possible, of their teaching schedule for that day if it deviates from the regular school day for teachers.

- A. When students are not required to report to school because of adverse weather, teachers will not be required to report.
- B. If road conditions in a given teacher's area are deemed unsafe, he/she is expected to call his/her principal or immediate supervisor to explain the situation and to report as soon as conditions permit. Under extreme and unusual conditions the principal or immediate supervisor may determine that driving conditions are unsuitable and the employee may be excused from work. Unless prior permission to remain away from work is granted, time lost will be deducted from the employee's sick leave.
- C. In the event the district will lose state aid because the number of days of instruction falls below the minimum number of days required to receive full state aid as per the foundation grant and the district determines that the days will be made up in order to qualify for full state aid as per the foundation grant, teachers will work the rescheduled day without additional pay. The Association will be consulted as to the make-up schedule.

10.09. Where practicable, properly maintained and identified parking facilities will be made available for school personnel during school hours. Reserved parking for faculty only will be provided at the high schools.

10.10. A teacher may be selected by the Administration to be a teacher-in-charge of the building and personnel in the absence of the administrative personnel. This teacher, if selected, will receive an amount stated in the **Compensation** Article, annually prorated, to compensate for this added responsibility.

10.11. Normal care of facilities and equipment is the duty of each teacher as part of his/her employment. When repairs or maintenance are necessary, it will be brought to the attention of the immediate supervisor for disposition.

10.12. No teacher will have transportation/student pick-up duty except in cases of emergency. However, it is understood there will always be one teacher in the building and available to assist in cases of emergency until the last bus student has left. All elementary teachers will walk their students to the designated bus area. If the transportation is not at school, the teacher will notify the principal/designee. The principal/designee will make arrangements for supervision of the students so the teacher will be able to leave the transportation area.

10.13. The Board will provide clean, well-maintained classrooms.

10.14. Adequate rooms, equipment, and furniture will be provided to all student services teachers in the building(s) to which they are assigned. Where possible, student services teachers will not be required to share office space in their home base building.

10.15. If the temperature in the classroom is less than 60 degrees Fahrenheit or more than 85 degrees Fahrenheit when the heating system, ventilation system, or cooling system is at fault, the teacher involved and/or the REA representative will meet with the building principal and the students will be relocated to a more suitable learning environment. If there are building-wide conditions that may adversely affect the health and welfare of the teachers, a designee for the Superintendent will contact the Association President.

10.16. The term "school health service" will mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001). First aid is not the major responsibility of teachers, but teachers are expected to act in a reasonable and prudent manner which may include aid in life threatening circumstances or the dispensing of medication on field trips in circumstances where the child is to have the medication on the field trip and no other person designated to dispense that medication is present. No teacher will otherwise be expected to provide school health services or otherwise dispense medication in a manner that is prohibited by law.

10.17. No teacher will be expected to take care of student bathroom needs including catheterization, changing diapers or cleaning up after accidents.

A teacher directed to pack his/her classroom materials in their entirety for moving to a different building or due to building renovation or construction will receive the ad-hoc rate in Section 29.04 to a maximum of ten (10) hours, which includes both packing and unpacking. Unless otherwise agreed to in advance between the supervisor and the teacher, a teacher directed to pack only a portion of his/her classroom materials for moving to a different building, or a teacher working in an office-type setting who is directed to pack his/her materials in their entirety for moving to a different building or due to building renovation or construction, will receive the ad-hoc rate in Section 29.04 to a maximum of six (6) hours, which includes both packing and unpacking.

10.19 Coverage for absences may include the use of a guest teacher, the use of a teacher volunteer during his/her planning period, or the use of an administrator. However, if the school district determines that it does not have enough available substitute coverage for a particular school day, teachers attending internal district professional development/curriculum programs will be the first of the staff members to be returned to their buildings for necessary redeployment of guest teachers. Next, teachers who had pre-approved conference attendance scheduled will only be returned to their buildings provided they are reimbursed for any out-of-pocket expense associated with their conference. Teachers on approved leave or incentive/compensatory leave and coaches of students participating in secondary sporting competitions who have filed the appropriate paperwork will not be required to return to their buildings.

ARTICLE 11 - PROFESSIONAL QUALIFICATION AND ASSIGNMENTS

11.01. Both the Board and the Association agree to the importance of having a properly certified or licensed (where applicable) teacher with a minimum of a Bachelors degree and educational training preferred. The Board will attempt to contract only teachers who have a degree or degrees from an accredited college or university and those individuals who also meet the minimum Michigan Certificate Code requirements, or appropriate Michigan licensing requirements where a teaching certificate is not required. Teachers in reimbursed vocationally certified programs must hold a valid vocational certificate in their specialized areas. (All teachers employed as of 1 July 1985 are grand fathered.)

11.02. Effective upon ratification of this agreement by both parties, all new counselors must possess a teaching certificate. Teachers who do not possess a degree or are not certified by the State Board of Education (or who do not hold an appropriate license where required), as the term is defined by the State Board of Education, will not be eligible for renewal of contract at the sole discretion of the Board.

11.03. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

11.04. Elementary teachers will receive a tentative assignment for the forthcoming school year prior to the first day of June. Secondary teachers will receive their tentative assignment and schedule for the forthcoming year prior to the first day of June. If an elementary or secondary teacher does not have his/her tentative assignment by June 1, he/she should ask his/her immediate supervisor for the tentative assignment. Whenever a change in a tentative assignment is necessary, the teacher will be notified and the assignments discussed as soon as possible.

11.05. Those teachers for whom special permits are being processed while they are waiting full certification from the State of Michigan, or teachers of vocational subjects who possess a vocational certificate or permit are excluded from the provision of Sections 11.01 and 11.02 of this Article.

11.06. The Association recognizes that each teacher must assume the responsibility of filing his/her valid Michigan teaching certificate or other documents indicating same with the Department of Human Resources within fifteen (15) days after the first day of school. Each teacher must file with the Department of Human Resources a valid Michigan teaching certificate/license and a transcript of credits.

11.07. The responsibility for being certified to teach in the Rochester Community Schools rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this responsibility and the manner in which it may be fulfilled. Teacher proof of certification must be on file by July 1. The Department of Human Resources will work in partnership with the Association to notify any teacher who does not have proof of certification on file. If a teacher has not provided the Department of Human Resources proof of certification or approved plan of study by the first teacher reporting day, he/she will be placed as a temporary employee until proof of certification is provided the Department of Human Resources.

11.08. Teachers who are leaving the District, or contemplating leaving the District, or are requesting a leave of absence for any reason, have an ethical responsibility to report this to their immediate supervisor and Department of Human Resources at the earliest possible date. This early reporting will enable the Department of Human Resources to obtain the best possible replacement for the following year. It is recommended that a written notice of resignation and/or leave of absence be given to the Department of Human Resources not later than the first of May.

11.09. Elementary and middle school teachers will be given the opportunity to express their wishes for room assignments within a department, block or grade level. Course or grade level assignments will be based on qualifications and experience.

Senior high teachers can request specific room assignments for the following school year. Once tentative room assignments have been determined, available administrators will review these assignments with interested department members to elicit input for changes to the proposed room assignments. Such changes will be made if at all practical. Course or grade level assignments will be based on qualifications and experience.

11.10. In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act (NCLB), teachers will be required to be "highly qualified" in

their area of teaching in compliance with State and Federal Regulations. In the event that the laws are repealed or amended so as to not require the concept of “highly qualified”, this section shall be void.

11.11. The district-wide Professional Development Assessment Team (PDAT) shall be composed of four members: two (2) administrators appointed by the Assistant Superintendent for Instruction and two (2) teachers appointed by the Association. The PDAT shall make a determination whether a teacher has become “highly qualified” through the portfolio method. For teachers choosing the portfolio method, an individual portfolio shall be completed by the teacher for each subject area in which the teacher wants to demonstrate his/her highly qualified status. The portfolio assessment shall be conducted by the PDAT using the negotiated guidelines and forms. If the PDAT fails to indicate that competency has been demonstrated by the portfolio in all four categories, the PDAT will indicate how the portfolio must be improved in order to demonstrate competency. The teacher may resubmit his/her revised portfolio until competency is demonstrated in all four categories. The teacher must submit the completed Portfolio Assessment Report to the Director of Human Resources.

11.12 Candidates for National Board certification will receive two (2) release days to work on their portfolios.

ARTICLE 12 - VACANCIES, PROMOTIONS, AND TRANSFERS

12.01. Notice of all vacancies, including new positions, will be posted in all school buildings and the Administration Service Center for all Rochester Education Association members to apply. All eligible member applicants will be afforded the opportunity to be interviewed before non-members. Vacancies that occur during a school year will be posted for at least five (5) workdays and seven (7) calendar days. Vacancies that occur between September 16 and August 4 will be posted for at least seven (7) calendar days. Vacancies that occur between August 5 and September 15 will be posted for at least two (2) days (Monday through Friday). The REA will be sent a copy of all postings. To apply for a position the teacher must comply with all the directions stated on the posting.

12.02. A vacancy that occurs after the start of school and before March 1 will, at the Director of Human Resources’ discretion, be filled on a permanent or temporary basis. After March 1, all vacancies will be filled on a temporary basis. Positions, which had been filled on a temporary basis, will be posted and filled as provided herein for the next school year.

12.03. A teacher desiring to transfer to a different building or position for the next school year must send a written transfer request form provided by the Board or a written letter to the Department of Human Resources before March 15th. All transfer requests must be renewed annually to be active.

12.04. The criteria for filling positions will be seniority, experience, competency, and qualifications, of the applicant. The parties recognize, however, that after careful review of applicants, that the filling of all vacancies is a prerogative of the Board and the decision of the Board with respect to such matters will be final.

12.05. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in secondary schools grades and transfers between schools will occur. The administration will discuss the assignments and transfer with said teacher. Such transfer or changes of assignments will be mutually agreeable whenever possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and the best interest of the school system and the pupils. If both the Association and the Board agree, any or all transfer rights and considerations as outlined above may be waived.

12.06. The criteria for making transfers to new buildings will be as follows:

- A. A balance of experienced and inexperienced teachers on a given faculty will be maintained. As nearly as possible, each school should reflect the range of teaching experience as in the overall School District.
- B. Experience in the specific course, subject, or grade level should be a consideration.
- C. If two or more candidates with similar experience are to be considered for a particular assignment, the teacher with greater seniority should be given the first choice to accept or reject the assignment.
- D. The need for workers in co-curricular areas, i.e., class and club sponsors, coaches, etc., may be the final deciding factor after considering the balance of experienced and inexperienced teachers and seniority.
- E. A significant consideration will be seniority as defined in the **Seniority** Article.

12.07. In the event of an involuntary transfer, the teacher will be notified at least five (5) days prior to the effective date of the transfer. At the request of the teacher, a conference with the teacher, Director of Human Resources, and an Association representative will be held to explain the reason for the transfer.

12.08. Summer vacancies will be posted on a bulletin board in the Administration Service Center and a copy sent to the Association announcing all vacancies and new positions occurring during the summer months. Any teacher who has submitted a request to receive summer postings will have copies of vacancy notices forwarded to his/her home or email address.

12.09. All teachers who have requested transfer for any opening within the Bargaining Unit and have complied with procedures as provided in this Article will be notified of vacancies whenever possible. After notification or attempt to notify individuals of the aforementioned vacancies, a reply from the teacher must be forthcoming within one (1) week for further consideration.

12.10. A tenured part-time teacher or a teacher in a non-tenured position who requests a full-time position for which he/she is certified will be placed in the full-time position before a new teacher is hired if the vacancy occurs at the start of the school year. If the full-time vacancy occurs during the school year, the administrator may grant the request. Whenever possible, part-time positions will be combined to create full-time positions. Part-time positions are only those positions that are the extra sections following the assignment for all full time positions.

12.11. A full-time teacher requesting a part-time position must apply, in writing, to the Department of Human Resources by March 15th or during the appropriate posting period.

- A. If arrangements to accommodate such a request within the present building can be mutually agreed upon between the teacher and the building principal and has no negative effect upon staffing, such a request will be granted.
- B. Vacant part-time positions will initially be posted as above.
- C. Insurance benefits will be provided as per the **Benefit Protection** Article. Salary will be prorated in ratio to the proportion of a full-day's work. Salary schedule advancement will be determined as per the **Basic Salaries** Article. Seniority credit will be determined as in the **Seniority** Article.

12.12. Involuntary transfers within district-wide departments such as elementary art, learning consultants, media specialists, elementary physical education, elementary music, special education

teachers, and special education teachers that have been trained to do assessments will only be made based upon certification and qualification. This will occur by transferring the least senior teacher.

Non building-based instructional and ancillary special education staff are considered district-wide and will be assigned according to FTE (full time equivalency) needs throughout the district. Changes in assignments will be made to minimize number of buildings and equalize caseloads.

If an involuntary transfer is necessary for a reason other than reductions in students or in allocated funds, the change of assignment shall be for the ensuing year and the teacher shall be informed by May 1, preferably in person. The teacher and the Association shall be informed of the reasons for such change. If requested, an opportunity will be provided to meet with the appropriate administrator in Human Resources or designee to review the reasons, the desirability and need for such move and the improvement to the instructional program that will be accomplished. The transfer shall not be used as a method of discipline.

ARTICLE 13 - SHARED STAFF

Any full time position may be filled by the employer with two (2) teachers sharing the position.

13.01. Teachers interested in applying for such a position must apply, in writing, to the Department of Human Resources by March 15th or during the appropriate posting period.

13.02. Salary will be divided between the two (2) teachers based on the percentage of the assignment.

13.03. Both teachers will be responsible for full time participation in all conferences, faculty meetings, and teacher workdays, without benefits or extra compensation, unless specifically excused by their immediate supervisor.

13.04. This section is not subject to other provisions of the **Vacancies, Promotions, & Transfer** Article in this Agreement.

13.05. Benefit protection will be prorated according to the **Benefit Protection** Article in this Agreement.

13.06. All determinations in regards to placement, percentage of assignment, time of assignment, schedule of assignment, etc., will rest exclusively with the Board.

13.07. If a teacher accepts a shared assignment, the return of said teacher to a full time assignment will be made as per the return from leave procedure contained in the **Leaves of Absence Without Pay** Article.

ARTICLE 14 - REDUCTION IN STAFF

- 14.01. In cases requiring a reduction of the teacher work force the order of reduction will be:
- A. temporary employees;
 - B. probationary teachers, according to qualifications, certification, and seniority;
 - C. tenure teacher/teachers not covered by the Tenure Act according to certification, qualifications, and seniority;

Qualification for purposes of layoff and recall will mean:

- 1. Elementary/Middle School
Valid certification for the assignment. For all teachers of special classes such as art, music, or physical education a minimum of a major or minor in the subject to be taught.
- 2. High School:

A major, a minor, or a minimum of one year's experience in the subject to be taught. Teachers in reimbursed vocationally certified programs must hold a valid vocational certificate in their specialized areas.

14.02. The Board will inform the Association regarding any proposed layoff of teachers. Any teacher who is laid off will be recalled according to tenure status and seniority to the first vacancy for which he/she is certified. However, vacancies which occur will first be posted for the transfer of non laid-off teachers. Such a transfer will be denied if granting the transfer would prohibit the recall of at least one teacher from the layoff list. The Board obligation to recall a laid off teacher from date of layoff is three (3) years or length of service whichever is greater. The Board and the Association will meet to establish the parameters for the process to be used in recalling laid off teachers. This process may include the involuntary transfer of more senior teachers.

14.03. In the event the Board decides to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the Board will determine the order of layoff according to the process established under the Tenure Act and this Agreement. The Board will, by June 1, notify in writing the teacher to be laid off at the start of the first semester. The Board will, by December 1, notify in writing the teacher to be laid off at the start of the second semester.

14.04. It is further agreed that any layoff pursuant to this Article will automatically terminate the individual employment contract of all laid off teachers and will suspend for the duration of the layoff, the Board's obligation to pay salary for any laid off teacher's individual or supplemental employment contract under this Agreement. The Board will continue fringe benefits for three (3) months after the effective date of the layoff.

14.05. Recall will be made in reverse order of layoff. The Board will give written notice of recall from layoff by sending a hand delivered, registered letter, certified letter, or telegram to said teacher, at his/her last known address. The teacher's address as it appears on the Board's records will be conclusive when used in connection with layoffs, recall or other notice to the teachers. If a teacher fails to accept the recall within fourteen (14) days from date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher will be considered as a voluntary resignation and will thereby terminate the individual's employment contract and any other employment relationship with the Board.

14.06 Any building that has a reduction in the number of allocated staff will, if necessary, displace teachers. After careful review of the existing certifications of available staff as they relate to the building/district-wide department schedule, the least senior teacher possible will be displaced. These displaced teachers will have the right of first return to their buildings for the next two (2) years.

ARTICLE 15 - SENIORITY

15.01. Seniority will be based on years of service since the current hire date as a member of the Bargaining Unit except administrators employed prior to September 1, 1989 will continue to accrue seniority in the REA Bargaining Unit. Administrators employed on or after September 1, 1989 will retain all previous seniority in the REA Bargaining Unit but will not accrue additional seniority.

In all cases, seniority will be interpreted and enforced on a district wide basis.

15.02. Effective September 30, 2007, Seniority will continue to accrue for the first year of any leave unless otherwise noted. There will be no accrual of seniority for leave extensions.

15.03. If two (2) or more teachers have the same amount of seniority and it is necessary to break the tie, it will be done by a random drawing with a representative of the Association present.

15.04. Seniority will continue to accrue for the first two (2) years of layoff.

15.05 Employees who work for the Rochester Community Schools following the effective date of their retirement under the Michigan Public Schools Employees Retirement System shall not have any nor accrue any seniority.

ARTICLE 16 - LEAVES OF ABSENCE WITHOUT PAY

16.01. A leave of absence of up to one (1) year may be granted to any tenure teacher, upon application. The leave will terminate on June 30. The purpose of such leave is as follows:

- A. Participating in the Peace Corps, Teacher Corps, or other exchange programs approved by the Board, as a full-time participant in such program, provided said teacher states his/her intention to return to the school system. The teacher will return to the salary schedule receiving full increments for service up to the time of the leave;
- B. Engaging in study at an accredited college or university for the following reasons: 1) study related to an education related field; 2) study, research or special teaching assignments involving probable advantage to the school system;
- C. Carrying out of the duties of an appointed or elected staff or officer's position of the Michigan or National Education Association;
- D. Any other reason approved by the Board;
- E. Campaigning for, or serving in, a public office;
- F. Immediate family care as defined in the **Leaves of Absence with Pay** Article;

16.02. The Board may grant an unpaid parental leave of up to one (1) year, inclusive of the time required pursuant to the Family and Medical Leave Act of 1993, upon written request for such leave, and upon proper clarification of pregnancy by the employee's physician. At least sixty (60) days prior to the beginning of a semester, the teacher may apply to return to work. If requested by the Administration, the individual will submit with such application a statement from a qualified physician declaring the individual's ability to resume teaching responsibilities.

16.03. The Board may grant an unpaid adoptive leave of up to one (1) year, inclusive of the time required pursuant to the Family and Medical Leave Act of 1993, upon the written request for such leave, and upon proper notice from the adoptive agency. At least sixty (60) days prior to the beginning of a semester the teacher may apply to return to work.

16.04. A military leave of absence, not to exceed five (5) years will be granted to any teacher who is inducted for military duty in any branch of the Armed Forces of the United States. Upon termination of such services, if the teacher; 1) is honorably discharged; 2) is certified to perform the duties of teaching; and 3) requests return to work, in writing, not later than ninety (90) days after completion of military service, he/she will be returned to active employment. A teacher who is granted a military leave of absence will return to the salary schedule receiving full increments for service up to the time of leave, and for military service of up to a maximum of five (5) years.

16.05. A personal leave of absence may be granted. If granted, the leave will continue throughout the balance of the school year.

16.06. A teacher granted any leave of absence provided above, except as otherwise provided for in this Article, will return to the salary schedule receiving full increments for service up to the time of the leave but not during the leave.

16.07. A teacher may request an extension of any leave covered in this article for a period not to exceed one (1) additional year.

16.08. A leave of absence may be canceled if mutually agreeable to the employee and the Board.

16.09. It is the responsibility of said teacher on a leave of absence to inform the Board, in writing, ninety (90) days prior to the termination of said leave of his/her intention to return to work, resign, or if allowable, extend said leave.

16.10. A teacher must be employed by the Board for one hundred eighty (180) work days before he/she is eligible for any leave of absence without pay, except military, parental, adoptive, or sick leave.

16.11. At the conclusion of any leave or one year leave extension provided for in this Article, the teacher who gives a timely notice of intent to return will be placed on the building staff list of the building assignment at the time the leave was granted. If there is a vacant position available in that building, the returning teacher will be placed in that building. If there is no vacant position the teacher with the least seniority will be placed on the displaced teacher list per Section 14.06.

16.12. A teacher who wishes to rescind a leave provided for in this Article must notify the Board in writing. If the Board agrees to rescind the leave and there is a vacant position or a position becomes vacant for which the teacher is certified, the teacher with the greatest seniority on the early return list and/or the layoff list will be placed. If no position is available the Board will offer a day-to-day substitute position. If no position is available, the Board may offer a reserve teacher position.

16.13. A teacher unable to work because of a disability, who has used his/her accumulated sick leave days and the maximum number of leave days from the master sick bank, will remain on an unpaid employment relationship with the Board.

16.14. The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job-protected leave to "eligible" employees for certain family and medical reasons. A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to members under other applicable sections of this agreement. The Board will continue to observe any leave provisions of benefit programs that provide greater leave rights than the rights established by the FMLA. The Board shall continue health, dental and vision benefits during this leave. The employee is responsible for completing the Department of Labor application and submitting that application to the Director of Human Resources.

ARTICLE 17 - LEAVES OF ABSENCE WITH PAY

17.01. All full-time teachers regularly employed by the district will be allocated twelve (12) sick leave days at the beginning of the school year. Teachers who are less than full-time will receive a pro-rated allocation. These sick leave days will have unlimited accumulation.

17.02. In the event of the absence of a teacher for illness of three (3) days or longer, the Board may require a doctor's examination.

17.03. The teacher must assume the responsibility of notifying the Board substitute call-in service when he/she expects to be absent and when he/she expects to return, according to established procedures. If a substitute reports to work because the regular teacher has failed to give notice at least one (1) hour before

reporting time in that teacher's school, the substitute will receive one-half day's pay to be deducted from the regular teacher's salary.

17.04. The Board may require any employee to submit a physical, psychological or psychiatric examination. If the choice of the examiner is not agreeable to both the Board and the teacher involved, the Board and the teacher will mutually agree to a qualified examiner from a list of three (3) provided by the Board. The cost of this (these) examination(s) will be paid for by the Board.

17.05. Any teacher who is absent because of an injury or disease which may be compensated under the Michigan Workers Compensation Law will receive, from the Board, the difference between Workers Compensation and his/her full salary up to the teacher's maximum number of cumulative sick leave days with no deduction of sick leave days. After this point is reached, the Board will review the case and, at its discretion, extend the period of paying the difference between the Workers Compensation benefits and the teacher's full salary. Workers Compensation benefits apply during the official school year and to summer school teachers while summer school is in session.

17.06. All teachers may be granted sick leave for personal illness, or illness in the immediate family. The immediate family is interpreted as husband, wife, son or daughter, parents or dependents. A maximum of five (5) sick leave days may be granted under the provision of this Article for death in the immediate family or of a close relative. A maximum of ten (10) sick leave days may be granted under provisions of this Article for illness in the immediate family. Such leave will be charged against the employee's sick leave.

17.07. Upon approval of the Superintendent or his/her designee, no more than three (3) days of accumulated sick leave may be used annually for approved leave. Approved leave may mean an activity that the teacher indicates requires his/her presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session, such as listed:

- | | |
|----------------------|---------------------------------|
| A. legal business | E. graduation |
| B. court appearances | F. immediate family commitments |
| C. medical | G. other reasons as approved |
| D. funerals | |

17.08. Leaves of absence with pay but not chargeable against the teacher's sick leave will be granted for any of the following reasons:

- A. The school district will pay any teacher called for jury duty the difference between the amount received for jury duty and the teacher's regular salary, if either the employee or the Superintendent is unable to have the employee excused from this duty;

A teacher who received a jury duty interview and appearance notice must notify the Department of Human Resources within one (1) week of such notice. To be eligible for jury duty pay differential, the teacher must furnish the Board with a written statement from the appropriate public official, listing the amount and the dates he/she received pay for jury duty;

- B. Court appearance as a witness in any case connected with the teacher's employment by the Board, except where the teacher is an adversary of the Board or on behalf of an adversary of the Board, whenever the teacher is subpoenaed to represent the Board at such proceedings;
- C. Visitation at other schools or for attending educational conferences or conventions upon administrative approval;

- D. Selective service physical examination;
- E. Other reasons as approved by the Superintendent/designee. These reasons could include:
 - 1) Legal reasons
 - 2) Religious reasons
 - 3) Other matters

17.09. Any request for an approved leave day, as well as any other request for leave, must be requested in writing in advance (at least one week whenever possible) and such leaves must have prior approval from the Superintendent or his/her designee before being granted.

17.10. Approved leave days except with the exception of Section 17.08 above, will be deducted from the sick leave allowance.

17.11. Only personal illness or a physical disability rendering one unfit for performing his/her responsibilities and/or emergency medical procedures are covered by the sick leave policy. Pregnancy related disability will be treated the same as any other disability.

17.12. An approved leave day will not be granted the last scheduled work day immediately before and the first scheduled work day immediately after any holiday or vacation period, as well as the first and last days of the school year. The Department of Human Resources will not grant any exceptions except in cases of emergency. If requested, the teacher will be required to indicate the nature of the approved leave request in a signed statement.

17.13. If an illness occurs on the day before or after a holiday or vacation period, the teacher may be requested to present a physician's statement to the Superintendent or his/her designee upon his/her return.

17.14. Any teacher in the military reserve who is assigned active duty for training purposes or emergency duty (few weeks duration) during their regular work year must notify the Department of Human Resources within one (1) school day of notification of such assignments. To be eligible for the pay differential consideration, the teacher must furnish the Board with a written statement from the appropriate military official listing the amount and the dates he/she received pay for military duty.

17.15. Attendance Incentive Program:

- A. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Individuals will receive written notice (on their pay check stub) of their accumulation at the end of each year.
 - 1. A teacher who has accumulated thirty (30) or more sick leave days will be entitled to three (3) approved leave days and one (1) incentive day for the year.
 - 2. A teacher who has accumulated sixty (60) or more sick leave days will be entitled to two (2) approved leave days and two (2) incentive days.
 - 3. A teacher who has accumulated ninety (90) or more sick leave days will be entitled to two (2) approved leave days and three (3) incentive days.
 - 4. A teacher who has accumulated one hundred and seventy-five (175) or more sick leave days will be entitled to three (3) approved leave days and four (4) incentive days.
- B. An incentive day may be used without specificity by all employees in a regularly assigned position. Application must be made at least two (2) days prior to the day of leave except in cases of emergency. All incentive days used will be deducted from the employee's sick bank.

- C. Not more than forty (40) teachers will be excused for compensatory time, or for an incentive day on any given day district-wide and not more than ten (10) percent of the faculty of any given secondary building or special department and not more than fifteen (15) percent of any elementary building on any day. Priority will be established by date of receipt of request by the Department of Human Resources.

17.16. Paid leave days will not be charged for a day when school is not in session.

17.17. A teacher may use up to thirty (30) days of his/her accumulated sick leave days for the purpose of adopting. The time may be taken before or after he/she receives custody of the child.

17.18. Leave of absence with pay chargeable against the teacher's sick leave will be granted for a court appearance as a witness in any case connected with the teacher's employment by the Board not provided in Section 17.08, B above, whenever the teacher is subpoenaed to such proceedings.

17.19 Compensatory time

At the request of his/her immediate supervisor, a teacher may choose to earn compensatory leave time by working on a day, or portion thereof that is not a scheduled workday. To earn compensatory leave time, the extra work and the amount of compensatory leave time must be approved in writing by the principal prior to working.

The compensatory leave time must be taken in the school year it is earned and is subject to the same time restrictions as incentive leave days. Compensatory leave time less than one day may be rolled over to the next subsequent school year.

17.20 A maximum of three (3) days of bereavement leave may be used for a death of a spouse, the individual's parents, sister, brother, or a son or daughter. Bereavement leave, meeting the above definition, will not be charged against the teacher's sick leave.

ARTICLE 18 - SICK LEAVE BANK

The Board will cooperate in the operation of a sick leave bank, "Bank". All teachers will participate in the Bank. The Bank's purpose is to provide paid leave time to a teacher who is unable to work because of the teacher's own illness or disability. The following limitations are established for participation in the Bank.

18.01. Each teacher will donate one (1) day of his/her sick leave to the bank whenever the bank balance drops below eight hundred (800) days. This donation could be at the start of the year, and/or during the year.

18.02. A teacher terminating employment will not be permitted to withdraw the contributed days.

18.03. The first thirty (30) work days of illness or disability as described in the **Leaves of Absence with Pay** Article, will not be covered by the Bank but must be covered by the person's own accumulated sick leave or by absence without pay. While drawing sick leave benefits a teacher cannot be receiving any other pay from the Board.

18.04. A teacher may draw up to 180 days from the Sick Leave Bank for the same illness in a two (2) school year period of time. If there is a reoccurrence of the same illness, additional days may be drawn from the Sick Leave Bank to the limit necessary to fill the elimination period to qualify for long term disability.

18.05. Teachers withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.

- 18.06. The Bank will be controlled by a committee composed of two teachers selected by the Association, and two administrators selected by the Superintendent. Final authority to grant or deny Bank benefits rests with the committee. Interpretation of the Bank policy will rest with the Board.
- 18.07. A teacher drawing from the Bank will receive eighty percent (80%) of his/her regular base contract pay.
- 18.08. A Board appointed physician will determine the extent of convalescence and ability to return to work.
- 18.09. In case of alleged abuse of the Bank, the Board will have the right to investigate and take appropriate action.
- 18.10. When a teacher stops drawing days from the Bank and returns to duty, and his/her personal Bank balance is zero, the teacher's personal Bank will be re-established at the pro-rated rate of one half (1/2) day per month for the balance of the school year.
- 18.11. A teacher who wishes to draw days from the Bank will notify the Human Resource Department that he/she is in need of days from the Bank. The Human Resources Department will provide the teacher with the necessary forms. The teacher will provide the Sick Bank Committee with a doctor's letter stating the general nature of the illness or disability and the estimated time the teacher will be off work. The teacher will also supply other relevant information as may be requested by the Committee.
- 18.12. Accumulated unused sick days over one hundred fifty (150) days for which teachers are not compensated (**Severance Pay Article**) at the time of termination will be added to the Sick Leave Bank. In addition one-half of the accumulated unused sick days under seventy-one (71) for which teachers are not compensated (Severance Pay Article) at the time of termination will be added to the Sick Leave Bank.
- 18.13. Teachers that have been injured on the job and are drawing Workers Compensation benefits are not eligible for the Sick Bank Benefits.

ARTICLE 19 - SABBATICAL LEAVE POLICY

- 19.01. Sabbatical leaves of absence may be granted to any teacher. The granting of such leave is subject to the approval of the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the District will benefit.
- 19.02. The rules and regulations of the Rochester Sabbatical Leave Program are authorized and will be interpreted in accordance with the following Michigan Statutory Provisions and any amendments thereto:
- A. After a teacher has been employed at least seven (7) years by the Board and at the end of each additional period of seven (7) or more years of employment, the Board may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any time. During said sabbatical leave, the teacher will be considered to be an employee of the Board, will have a contract, and will be compensated as provided herein.
 - B. Teachers on sabbatical leave will be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Michigan Public School Employees' Retirement System (MPSERS).
 - C. A teacher upon return from a sabbatical leave will be restored to his/her position or to a position of like nature, seniority, status, and pay. Said teacher will be entitled to participate

in any benefits that may be provided for by the Board pursuant to the Board's rules and regulations. (Sec. 235, School Code of 1976 - Michigan Comp. Laws 1970, 380.1235)

19.03. Any teacher who will meet the qualifications will be eligible to apply for sabbatical leave for the subsequent year. A teacher may apply for sabbatical leave subject to the following conditions and requirements:

- A. Applicant must have completed seven (7) years of satisfactory service as an employee of the Board.
- B. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service on an additional seven (7) years of satisfactory service as an employee.
- C. A maximum of five (5) semesters per year, not to exceed three (3) teachers, may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to various groups of teachers.
- D. A sabbatical leave may be granted for a period of not less than one (1) full term or semester; not more than two (2) consecutive semesters or three (3) consecutive terms.
- E. As a condition of receiving final approval of a sabbatical leave, a teacher will file with the Secretary of the Board a written agreement stipulating that he/she will remain in the service of the Board for a period of two (2) years after the expiration of said leave. (See the following sections for conditions governing default of this Agreement.)
- F. A minimum of seven (7) years must elapse between sabbatical leaves.

19.04. The following additional conditions will prevail with reference to applications for sabbatical leave;

- A. Approval of a sabbatical leave by the Board will be contingent upon securing a teacher qualified to assume the teacher's duties.
- B. A sabbatical leave, once granted, may not be terminated before the date of expiration except as otherwise provided, or as otherwise agreed upon by the teacher, the Superintendent, and the Board.
- C. The Board reserves the right to reject any or all requests for sabbatical leaves of absence. (In the event of rejection, the teacher will be advised as to the reasons for such action.)
- D. Application for a sabbatical leave will be made in writing between November 1 and April 1 preceding the school year for which the leave is desired. The application must be accompanied by a statement of a well-conceived plan for spending the leave in a manner calculated to contribute to the professional effectiveness of the applicant and to the best interests of the District. Said application will contain a detailed analysis of the program the individual teacher plans to pursue during his/her absence. No changes in this program will be made without the consent and knowledge of the Superintendent.
- E. In determining his/her recommendation for requests of sabbatical leave, the Superintendent will consider the following items:
 1. the extent of the teacher's professional study growth, contributions and successful service during the preceding seven (7) years;
 2. the extent to which plans submitted for use of time while on leave are definite and educationally constructive;
 3. potential benefit to the Board;
 4. length of period of uninterrupted service to the Board;
 5. order in which applications are received.

- 19.05. Requirements and status while on sabbatical leave are defined as follows:
- A. The compensation for the teacher on sabbatical leave will be one-half (1/2) of the teacher's base teaching salary he/she would receive if on active teaching status for the period in which the leave is effective.
 - B. Payment of salary to a teacher on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other teachers.
 - C. The term of sabbatical leave will entitle a teacher to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
 - D. A sabbatical leave granted to a teacher will also operate as a leave of absence without pay from all other school activities.
 - E. Payment of full cost of hospitalization, option to health, dental care, and vision care for the teacher on sabbatical leave will be in accordance with the school Board Policy of the active teaching status for the period in which the leave is effective.
- 19.06. Sabbatical leave may be granted for the following purposes:
- A. For work on advanced degree.
 - B. Independent research which must be under the supervision of the Board or an accredited college or university.
 - C. Any other reasons, such as travel or writing, must be approved by the Superintendent.
- 19.07. Any teacher on sabbatical leave will furnish as many reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent will find that the teacher is not fulfilling the agreement and or is dilatory in any respect, the entire sum paid to the teacher by the Board will become due, and in future, payments will cease. A teacher will not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent. At his/her discretion, the Superintendent may require proof that the program as presented by the teacher has been followed. When approved by the Superintendent, these final reports will be transmitted to the Board.
- 19.08. Status upon returning from sabbatical leave:
- A. At the expiration of a sabbatical leave, highest consideration will be given to restore returned teacher to original or comparable position.
 - B. Each teacher must agree to return to service with the Board immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note will stipulate that the failure of the teacher to provide such service will result in the obligation to reimburse the Board a proportional part of the salary paid to him/her during sabbatical leave determined by the fraction of the two (2) years not served following the leave. This indebtedness is to be discharged within a period of one (1) year. The provisions of this paragraph may be waived at the discretion of the Board.
- 19.09. Miscellaneous:
- A. Sabbatical leave will be automatically terminated should the teacher be placed upon a probationary academic status by his/her college or university.

- B. The teacher on sabbatical leave cannot accept outside employment while on such leave, which will interfere with his/her planned program, without the prior approval of the Superintendent.
- C. During the sabbatical leave, the teacher will not be allowed to hold any full-time paid position, without the approval of the Superintendent; however, this section will not be construed to deny any teacher the right to fellowships, grants-in-aid or other scholastic stipends.

ARTICLE 20 - TEACHER EVALUATION

20.01. The parties recognize the importance and value of developing a procedure for assisting, evaluating, and improving the performance of both newly employed and experienced teachers. Therefore, to this end the following procedure will be implemented in an effort to accomplish the intent stated below.

- A. Probationary teachers will be evaluated by the administration a minimum of once each school year. Tenured teachers will be evaluated by the administration at least once every three (3) school years. Teachers in positions not covered by the Tenure Act will be evaluated at least once per school year, during the first four (4) school years of employment and at least once every three (3) school years thereafter. For each evaluation there should be at least two (2) official observations of at least twenty-five (25) minutes in duration.

At least one (1) official observation will be prearranged. The "Three Minute Walk Through Process" will not be used as part of a teacher's evaluation. If the administrator has concerns about the teacher's performance he/she will schedule a meeting with the teacher within five (5) workdays after the observation to discuss the concerns. If the administrator has no concerns about the teacher's performance, he/she may schedule a meeting with the teacher to discuss the observation.

- B. Evaluations and observations will be conducted by the teacher's building principal, other administrators, and/or supervisors assigned by the Superintendent. Unsubstantiated evaluative comments made to administrators from colleagues, parents, and students will not be used for a teacher's evaluation. Outside consultants in the field of education with the appropriate background may, with the teacher's consent, conduct evaluations and observations. Each official observation will be made in person for a reasonable length of time. All monitoring devices used to evaluate the performance of a teacher will be used openly and with full knowledge and consent of the teacher. The practice of eavesdropping through closed circuit television, public address, or audio systems, and similar surveillance devices will be strictly prohibited when any of these activities are carried out without the prior consent of the teacher and the Association President.
- C. A draft of the written staff evaluation form, "form", as contained in the Evaluation Handbook will be submitted to the teacher before or at the time of the personal interview regarding evaluation. If the teacher wants time to review the form prior to responding, the personal interview will be rescheduled at a mutually agreeable time. After the personal interview, the final copy of the form will be provided to the teacher. The teacher will, within three (3) working days, review and sign the final form as evidence that he/she has reviewed the final form. One (1) copy will be retained by the teacher, one (1) copy will be retained by the principal, and the principal will forward a copy to the Human Resources office to be placed in the teacher's personnel file. If the teacher believes the form is incomplete or unjust, he/she may put in writing a reply and provide a copy to the principal and the Human Resources office. The teacher's reply will become

part of the form. The absence of a teacher's reply is not to be construed as agreement with the contents of the evaluation.

20.02. It is understood that the ultimate decision with respect to the content on an evaluation is the exclusive prerogative of the Board.

20.03. Notwithstanding the foregoing, the case of the dismissal of a tenure teacher within the meaning of the Michigan Tenure Act, just cause will be determined under that Act.

20.04. Teachers will receive the form prior to May 20. Only teachers rated "unsatisfactory" in any area on the form will have a Performance Improvement Plan. The Performance Improvement Plan will serve as the statutory Individual Development Plan. It will be drafted by the evaluator, in consultation with the teacher by June 1. The teacher will be placed on the evaluation cycle for the following year.

20.05. When all areas of a tenured teacher's evaluation have been rated "meets expectations" or "not applicable" the teacher may be evaluated during the following school year at the principal's discretion if, and only if, the teacher has changed assignment, building or requests to be evaluated.

20.06. If the evaluator wants to observe a particular class activity, the evaluator will meet with the teacher before the observation, establish the date and time of the observation, and determine the class activity to be observed.

20.07. Items that are to be included in the evaluation will be brought to the teacher's attention within a reasonable time period.

20.08. Teachers will be notified by October 15 each school year if they are scheduled for evaluation during that school year. All scheduled evaluations will be completed within the time period provided above. If for any reason the evaluation is not completed timely, a tenured teacher will not be placed on the evaluation cycle for the following school year unless the teacher has changed assignment, building or requests to be evaluated.

20.09 Any teacher who takes a leave of absence may have his/her evaluation period extended into the following school year for the length of time equal to the leave of absence.

20.10 At no time will an Association member evaluate the performance of another Association member.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01. A claim by a teacher, or the Association as specified below, that there has been a violation, misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided. If any such grievance arises, there will be no stoppage or suspension of work because of such grievance, but such grievance will be submitted to the following grievance procedure.

21.02. A teacher may present a grievance to the Board or its designated representative without the intervention of the Association or its representative as long as any adjustments are not inconsistent with the terms of this Agreement. The administration will notify the Association of a grievance filed by the teacher and any adjustment thereof.

21.03. If, as a result of an informal discussion with the principal or appropriate Administrator, a grievance still exists, the teacher may invoke the formal grievance procedure through the Association or independently according to the following steps.

21.04. Step One: Within fifteen (15) working days of the time a grievance occurs, the teacher/Association had knowledge of a claimed grievance or when the teacher/Association should have

reasonably known of a claimed grievance the teacher/Association will present the grievance in writing to the appropriate administrator. The grievance will be on the grievance form "Statement of Grievance" or a reasonable facsimile and signed. The "Statement of Grievance" will name the teacher, identify all the provisions of this Agreement alleged to have been violated by the appropriate reference, will state the contention of the teacher/Association with respect to these provisions, will indicate the relief requested and will be signed by the teacher/Association.

The administrator will give the teacher/Association an answer in writing on a Grievance Disposition Form or reasonable facsimile no later than five (5) working days after receipt of the written grievance or the Step One hearing if a hearing is held.

21.05. Step Two: If the grievance is not resolved in Step One, it must be submitted in writing within five (5) working days of receipt of the Step One decision or the date of the decision is due, whichever is later, to the Director of Human Resources. The Director of Human Resources and the aggrieved teacher/Association will meet within a reasonable time, not to exceed ten (10) working days, in an attempt to resolve the matter. The administration will give the teacher/Association an answer in writing no later than five (5) working days after the Step Two hearing concludes.

21.06. Step Three: If the grievance remains unresolved and the conclusion of Step Two, it may be submitted for binding arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Director of Human Resources within fifteen (15) working days after receipt of the decision at Step Two, or the date the decision is due whichever is later.

Following the written notice of request for submission to binding arbitration, the Association and a representative of the Board will attempt to select an arbitrator. The arbitrator will be selected by the American Arbitration Association (AAA) in accordance with its rules which will likewise govern the arbitration proceedings.

21.07. Powers of the Arbitrator:

It will be the function of the arbitrator, and he/she will be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

- A. He/she will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He/she will have no power to establish salary scales or change any salary unless it is found that a teacher has been improperly placed on the existing salary schedule.
- C. He/she will have no power to rule on any of the following:
 - 1. the termination of services of or failure to re-employ any probationary teacher during his/her first three years of teaching;
 - 2. the termination of services or failure to re-employ any teacher to a position on the co-curricular schedule.
- D. He/she is not empowered to change any practice, policy, or rule of the Board that is not in violation of this Agreement. He/she will not substitute his/her judgment for the Board's judgment as to the reasonableness of any Board practice, policy, rule, or actions. His/her power is limited to deciding whether the Board has violated any term or condition of this agreement. The existence of a Board practice, policy, rule or actions does not absolve the Board from its obligations provided by this Agreement. He/she will not imply obligations, and conditions binding upon the Board not found in this Agreement. It being understood

that any matter not specifically set forth herein remains within the reserved rights of the Board.

- E. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it will be referred back to the parties without decision or recommendation on its merits.
- F. There will be no appeal from an arbitrator's decision if the decision is based on this Agreement. It will be binding on the Association, the teacher or teachers involved and the Board.
- G. The fees and expenses of the arbitrator will be shared equally by the Board and the Association. All other expenses will be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other. The filing fee will be shared by the parties.
- H. Claims for back pay: All grievances must be filed, in writing within forty (40) working days from the time the alleged violation was to have occurred.
 - 1. All claims for back wages will be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.
 - 2. No decision in any one case will require a retroactive wage adjustment in any other case.
- I. Any grievance occurring during the period between the termination date of the Agreement and the effective date of the new Agreement will be processed. Any grievance which arose prior to the effective date of the Agreement will be processed, under the previous Agreement.
- J. The arbitrator will not insert his/her judgment or wisdom for that of the Board beyond the arbitrator's powers set forth in this Agreement. In rendering his/her decision, the arbitrator will not apply the Agreement to limit the Board's responsibility except as provided by this Agreement.
- K. Upon receipt of the administrative law judge's decision as provided for in the Michigan Teacher's Tenure Act, a tenured teacher may elect to appeal the decision to the Tenure Commission or file a grievance at Step Two, but not both. The grievance must be filed within thirty (30) days from the date of the administrative law judge's written decision.

The teacher shall not have multiple methods of seeking redress in a matter and is restricted to a choice of appealing to the Tenure Commission or having the Association file for arbitration, but not both.

The arbitrator will have no authority to decide any matter regarding discipline or dismissal of a teacher where an appeal has been filed pursuant to the Michigan Teachers' Tenure Act and the Tenure Commission has assumed jurisdiction of the matter.

21.08. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent. If either party finds it impossible to meet the maximum number of days indicated at any of the steps, then that party will give the other party written notice that a five (5) working day extension is necessary to prepare the case for the next hearing. As soon as a party discovers that the time limits provided hereinafter have been violated, then that party will so notify the delinquent party, the Director of Human Resources, and the Association Executive Director in writing. After notification, a five (5) work day "grace" period will commence. Failure to respond within the maximum number of days indicated at any level (plus the five (5)

work day "grace" period extension) will result in the delinquent party losing the grievance. The time limits specified may, however, be extended by mutual agreement in writing.

21.09. It will be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the students' educational program. Release time will be granted only upon mutual consent of the teacher, the Association, and the Superintendent. Such release time will be without loss of pay to the extent required for such participation in actual meetings with the Administration.

21.10. A grievance may be withdrawn at any step without prejudice and without precedence.

21.11. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.

21.12. The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision on the grievance.

21.13. Any party in interest may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an officer, member, or representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will be given advance written notice and will have the right to be present and to state its views at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice will be given to the other party in advance that counsel is to be present.

21.14. The dismissal of a probationary teacher during his/her first three (3) years may be grieved with the Director of Human Resources. The decision of the Director of Human Resources is final. Fourth year probationary teachers may grieve at the Board, by filing a written grievance with the Director of Human Resources within ten (10) days after the recommendation to dismiss is made by the teacher's supervisor. The Board will hold a hearing concerning the grievance and take public action on the dismissal prior to the conclusion of the hearing. During a probationary teacher's fourth year of teaching his/her dismissal must be for just cause and is subject to the full grievance procedure, including binding arbitration.

21.15. The parties may agree to waive any step of the grievance procedure.

ARTICLE 22 - NO STRIKE

22.01 The Board and the Association agree to abide by the Public Employees Relations Acts (PERA) as it relates to strikes and lockouts.

ARTICLE 23 - PROFESSIONAL IMPROVEMENT

23.01. The parties support the principle of continuous training of teachers. This may include participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

23.02. The Board agrees to provide necessary funds for teachers who desire to attend professional conferences, inservice or staff development. The Board will offer/provide to teachers given new teaching assignments, opportunity for inservice or staff development.

23.03. Expenses submitted on a conference form and approved by the Administration will be provided.

23.04. A teacher attending such conferences and meetings will be granted sufficient leave time to attend without loss of compensation. The teacher will, upon request, submit a written or oral report regarding such conferences.

23.05. A teacher who enrolls in a Rochester Community Schools Community Education course which is related to their present or future teacher teaching assignment, will be allowed to attend tuition-free. To qualify for this benefit, the teacher must submit a request to the Superintendent/designee detailing how the specific course relates to the teacher's present or future employment with the Board.

23.06 The Association and Board agree to the following methods for meeting state required professional development hours for teachers.

- A. It is understood that during the first 3 years of his or her employment in the classroom, a new teacher will be inducted into teaching by participating in at least ninety (90) hours of professional development per Section 1526 of the Michigan School Code. The Board agrees to provide support for meeting this requirement by allowing for the necessary release time in order to participate in the Intermediate School District's New Teacher Support Center or any comparable professional development opportunity as determined by the teacher in consultation with his/her immediate supervisor. Funds for such programs will continue to be provided by the School District unless other arrangements are made.
- B. Compliance with Section 1527 of the Michigan School Code will be met by combining any of the following professional development opportunities to total a minimum of 30 hours. Part-time teachers will have this amount prorated per their partial assignment.
 - 1. Calendar designated professional development dates. Part-time/shared time teachers will attend a minimum number of calendar designated professional development sessions that will equal the same percentage as their contract percentage.
 - 2. Voluntary participation in any professional development offered by the district's Department of Curriculum and Instruction, or curriculum-based activities offered by professional organizations, during the summer recess after June 30 of any calendar year and to be credited toward the upcoming school year.
 - 3. As approved by a teacher's immediate supervisor or the Department of Curriculum and Instruction department at a time during which a substitute teacher and release time are provided so that staff might acquire professional development that meets their professional and/or instructional program needs.
 - 4. Teachers will report their participation in professional development experiences through the KALPA program. The district will provide the necessary information and support to facilitate the registering of appropriate information regarding the teacher's participation in professional development experiences.
- C. It is expressly understood that meeting the requirements under the Michigan School Code for Section 1526 and 1527 are considered unrelated and distinct obligations from the semester hour credit requirement for certification, recertification or renewal of certification. However, for professional development consisting of 6 or more hours of related study, the district will make a good faith effort to facilitate the registration of SB-CEU credit if 5 or more participants indicate a desire to earn such credit.
- D. It is expressly understood that whether the professional development experience is funded by the district or not has no bearing on its qualification for meeting state required professional development hours unless otherwise determined by the State Department of Education.

23.07 The Board will make every effort to publish a schedule of building and district level Professional Development programs early in the fall to insure that the staff will have the opportunity to design a Professional Development Program for the year.

23.08 Calendar designated professional development dates/time, will count towards the required 1098 hours of instruction. The district agrees to count this designated professional development time as pupil instruction under Section 101 (11) of the State Aid Act. The district will meet its obligation to demonstrate on the proper State of Michigan forms that the combined number of hours of pupil instruction and teacher professional development meets or exceeds 1098 hours and that the number of teacher professional development hours counted toward instruction does not exceed thirty-eight (38) hours. (See Schedule E)

ARTICLE 24 - PROFESSIONAL STUDY COMMITTEES

24.01. The Board and the Association recognize the value of cooperative effort involving members of the Administration and teaching staff in many areas of professional improvement.

24.02. Professional Study Committees:

- A. Suggestions concerning areas for professional study may be initiated by either the Administration or the Association.
- B. Professional study committees may be appointed jointly by the Administration and the Association.

ARTICLE 25 - BENEFIT PROTECTION

25.01. A group term death benefit in the amount of \$50,000 will be carried on all teachers. The death benefit will have an accidental death or dismemberment rider and a waiver of premium rider.

25.02. The group term death benefit will begin with the next enrollment period of the benefit carrier, when the teacher has: 1) properly completed the necessary forms, and 2) actually begins employment. Such benefit will terminate when the teacher terminated his/her employment. By October 1st of each year, the Board will prepare and forward to the Association a list of teachers not covered.

25.03. Health

The Board agrees to provide, upon request by the teacher, the following:

<i>Coverage</i>	<i>Blue Cross PPO - Base Plan</i>		<i>Blue Cross PPO - Alternative 1</i>		<i>Blue Cross PPO - Alternative 2</i>	
<i>Effective date</i>	<i>02/01/2011</i>		<i>02/01/2011</i>		<i>02/01/2011</i>	
<i>Primary Services</i>						
<i>Office Visit</i>	<i>100% after copay of \$20.00</i>		<i>100% after copay of \$20.00</i>		<i>100% after copay of \$20.00</i>	
<i>Prescription Drugs</i>						
<i>Generic Copay</i>	<i>\$5</i>		<i>\$5</i>		<i>\$5</i>	
<i>Brand Copay</i>	<i>2011</i>	<i>2012</i>	<i>2011</i>	<i>2012</i>	<i>2011</i>	<i>2012</i>
	<i>\$35</i>	<i>\$35</i>	<i>\$35</i>	<i>\$35</i>	<i>\$35</i>	<i>\$35</i>
<i>Other Services⁽¹⁾</i>						
<i>Deductible (Member Pays)</i>						
<i>Single Per Year</i>	<i>\$100</i>		<i>None</i>		<i>\$250</i>	
<i>Family Per Year</i>	<i>\$200</i>		<i>None</i>		<i>\$500</i>	
<i>Co insurance (Plan Pays)</i>	<i>90%</i>		<i>100%</i>		<i>80%</i>	
<i>Co insurance Max</i>						
<i>Single Cap Per Year</i>	<i>\$500</i>		<i>N/A</i>		<i>\$1,000</i>	

<i>Family Cap Per Year</i>	<i>\$1,000</i>		<i>N/A</i>		<i>\$2,000</i>	
<i>Employee Premium⁽²⁾(monthly)</i>	<i>2-1-11</i>	<i>1-1-12</i>	<i>2-1-11</i>	<i>1-1-12</i>	<i>2-1-11⁽⁴⁾</i>	<i>1-1-12⁽⁴⁾</i>
<i>Single</i>	<i>\$9.62</i>	<i>\$10.49</i>	<i>\$56.46</i>	<i>\$61.54</i>	<i>(\$19.26)</i>	<i>(\$20.99)</i>
<i>Two Person</i>	<i>\$23.10</i>	<i>\$25.18</i>	<i>\$135.53</i>	<i>\$147.73</i>	<i>(\$46.24)</i>	<i>(\$50.40)</i>
<i>Family</i>	<i>\$28.88</i>	<i>\$31.48</i>	<i>\$169.39</i>	<i>\$184.64</i>	<i>(\$57.81)</i>	<i>(\$63.01)</i>
<i>Spousal Surcharge⁽³⁾(monthly)</i>	<i>\$57.76</i>	<i>\$62.96</i>	<i>\$62.23</i>	<i>\$67.83</i>	<i>\$51.98</i>	<i>\$56.66</i>
<i>Healthcare Reimbursement Account</i>	<i>\$350/\$550/\$750</i>		<i>\$0</i>		<i>\$350/\$550/\$750</i>	

Notes:

¹. *Other services include hospital, surgical, and lab testing.*

². *The employee must participate in the Wellness aspect of the plan (Base and Alt-2), but may utilize his/her own physician to conduct the wellness exam. In such event, the employee is responsible for the office visit co-pay. Projected monthly premium contributions and monthly payments to employees effective 1-1-12 and beyond are based upon annual cost increases to the School District of 9%, and will increase or decrease based upon that assumption.*

25.04. If the teacher has any type of fully paid, full-family hospitalization policy coverage which is equal to or better in coverage than that offered by the Board in Section 25.03, above, the teacher involved will not be eligible for full-family hospitalization coverage with the Board. Equality of policy, if questioned, will be determined by a benefit committee composed of one (1) teacher representative appointed by the Association, and one (1) administrator appointed by the Superintendent and one (1) Board member appointed by the president of the Board. In all cases the determination of this committee will be final and nongrievable. Question of equality of policy must be submitted by October 1st of each school year. It is understood that double coverage is prohibited. In the event a teacher fails to notify the Department of Human Resources of double coverage and received dual payment of hospitalization benefits, the teacher will be ineligible for any hospitalization benefit paid for by the Board for a period of one (1) year. If requested by the Department of Human Resources each teacher will be required to certify, in writing, that they do not have double coverage of hospitalization.

25.05. Long Term Disability Policy:

The Board will provide long term disability income to cover all regular teachers under the age of 65, working at least fifteen (15) hours per week after the first 330 calendar days of illness or disability. Such policy will not exceed payment of 2/3 of his/her regular salary at time of illness or disability, subject to maximum benefit of five thousand dollars (\$5000.00) per month, and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any earned income. Said compensation, as described above, is subject to the terms of the contract with the respective carrier.

25.06. Dental Coverage:

Teachers employed on a full-time, full-year basis will be eligible for the dental plans provided by the Board for said teachers and all eligible dependents. The coverage will be: Class I - 100%, Class II - 80%, Class III - 60%, with an annual maximum of \$1900) and a Class IV lifetime maximum on orthodontics of \$1900) or the preferred provider option. Examinations are a Class I benefit. The benefit year is January 1 through December 31. Unmarried children who are full-time students and dependent on the teacher for support will be eligible for family member benefits through the calendar year the dependent becomes age twenty-three (23).

25.07. If a teacher does not have hospitalization benefits through the Board, the teacher will receive:

A. Alternate Benefit Plan:

1. An additional Death Benefit \$50,000.00 A D & D.
2. \$ \$160 per month cash for the 2009/10, 2010/11 and 2011/12 school years which may be taken in cash or used to purchase a tax deferred annuity as provided below (Section C). The annuity will be selected by the teacher from among the Board approved carriers. The payments will be made in January and June.

B. The Board will provide a cash option to health insurance benefits as provided in Alternate Benefit Plan A.3. above. The Board will formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. The amount of the cash payment received may be applied by the teacher to any tax-deferred/sheltered annuity selected by the teacher with a company that is a Board approved carrier. The benefit will be paid in January and June.

The choice is in lieu of health care insurance as described in Section 25.03 of this Master Agreement.

Rules

1. The teacher must select the option to health benefit for four (4) of the six (6) months preceding the January and June payments to receive a full six (6) month payment
2. The teacher may make a selection, or change in benefit only during the open enrollment period for health care, or if there has been a change in family status (as defined by IRS) during the year.
3. In order to receive this cash benefit or tax-deferred/sheltered annuity benefit, the teacher must show proof of health care benefit from another source.

25.08. Upon termination of a teacher's contract with the Board, the teacher's death benefit, health coverage, long term disability, and dental policy as described above will cease to be paid by the Board. Except, however, a teacher may pre-pay his/her premium for those months between employment to the extent permitted by the benefit carrier, and law.

25.09. Benefits coverage will be provided to regular and permanent full-time teachers at no cost to the teacher. Hospital and dental coverage will be provided to all regular part-time teachers if they pay the prorated premium costs through payroll deduction.

To be eligible for all coverage the teacher must be employed at least 40% of a full workday.

25.10. To be eligible for hospitalization and death benefits, long term disability, and dental coverage, the teacher must be working. Teachers on leaves of absence in excess of one (1) month will be required to pay for the coverage or else it will be terminated. Teachers who are using their sick days or are receiving benefits from the Sick Bank will be considered as working, for the purposes of this Section.

25.11. In the event of any violation of the **No-Strike** Article, this provision will be immediately terminated and discontinued for the duration of the strike and the teacher will be reimbursed for any premium paid but unused.

25.12. General Policy Provisions:

- A. The terms of any contract or policy issued by a carrier hereunder will be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
- B. The Board, by payment of the premium payments, will be relieved from all liability with respect to the benefits provided by the benefit carriers as above described. The failure of a

carrier to provide any of the benefits for which it has contracted, for any reason, will not result in any liability to the Board or the Association nor will such failure be considered a breach by either of them of any obligation under this Article.

- C. Differences between employees or beneficiaries of employees and any carrier will not be subject to the grievance procedure. However, the Board will exert every effort to assist in resolving such problems.

25.13. Prior to contract being let with companies, the Association will be given the opportunity to review the benefits, costs, and coverage.

25.14. In the event of a teacher's death, all fringe benefits will be continued for three (3) months at no cost to the immediate family. The fringe benefits will be held by the beneficiaries indicated on the term death benefit policy. Prior to terminating any fringe benefits, members of the immediate family will be contacted to insure uninterrupted coverage.

25.15. Subject to the terms of the contract with the respective carriers, it is the intent of the parties that benefits provided for in this Article will commence on the first compensable working day of teachers and that coverage will remain in effect continuously for the duration of the Agreement as long as the teacher is actively employed by the Board.

25.16. The procedure used to change the health carrier will be as follows:

- A. An insurance panel will be formed to evaluate any proposed insurance change.
- B. The panel will be made of equal numbers of representatives appointed by the Superintendent and the Association respectively.
- C. If the health insurance panel feels improvements can be made through the selection of a different carrier, the proposal will be submitted to the Association Council and the Board.
- D. The Association Council and the Board must both approve the new proposal before it can be implemented.

25.17. The Board agrees to maintain an Employee Assistance plan.

25.18. Unmarried children who are full-time students and dependent on member support will be eligible for family member benefits for health through the calendar year the dependent becomes age twenty-five (25). The member must make arrangements with the Human Resources' Department to provide for the deduction of \$150 which will cover all eligible children in the family. Notwithstanding the foregoing, children of members will be eligible for coverage in accordance with applicable law.

25.19. The Board will deposit monies in a Health Reimbursement Account (HRA) for each eligible member as defined under Section 105 (h) of the Internal Revenue Code (IRC) as set forth in Section 25.03 above. For the 2010/11 school year no such deposits will be made until February 1, 2011. Members electing the base plan or Alternative 2 with a one-person benefit plan will have \$350.00 deposited each year. Members electing the base plan or Alternative 2 with a two-person benefit plan will have \$550.00 deposited each year. Members electing the base plan or Alternative 2 with a full family benefit plan will have \$750.00 deposited each year. The HRA will operate on a calendar year (January to December). Members becoming eligible for this benefit during the year, other than January 1st will receive a prorated amount based on the number of months of coverage eligibility.

If there are remaining funds in a member's HRA at the end of the calendar year, one-half of the remaining HRA balance will be carried over to the next calendar year, not to exceed a carryover of \$1,200.

The HRA can be used to reimburse members for eligible medical expenses as defined by IRC 213. This includes doctor office co-pays and/or deductibles, prescription co-pays, dental co-pays and/or deductibles, eye exams, glasses, contacts, laser eye surgery, etc. If a member contributes to a Section 125 plan, their section 125 plan monies must be used before a member can be reimbursed under the HRA.

Members who retire, resign or eligible dependents of members who die will continue to have access to the HRA money in their account at the time of leaving the District for three years after the date of leaving. Retirees may submit the cost of their MPERS health, dental, and/or vision insurance reimbursement from their monies remaining in their HRA.

ARTICLE 26 - PROTECTION OF TEACHERS

26.01. The Board recognizes its responsibility to continue to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Each teacher, however, 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 will be reasonable and just, and in accordance with established Board policy. Whenever it appears that a particular student needs special attention or services, the teacher will advise the principal, and if the principal concurs and such help is available, reasonable steps will be taken to provide such special attention as is required.

26.02 A teacher may exclude a student from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, unless an emergency arises, the teacher will furnish the principal, full particulars of the incidents. Prior to the next meeting of that class period, unless an emergency arises, the building administrator will inform the teacher of the course of action which will be taken to eliminate the disruptive situation.

26.03. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another person or student.

26.04. Any case of physical assault upon a teacher will be promptly reported to the immediate supervisor. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and will render all reasonable and proper assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

26.05. If a teacher is sued as a result of any reasonable and prudent action taken by the teacher while in pursuit of his/her employment, the Board will provide legal counsel to advise the Board and the teacher. The Board may at its discretion then provide legal counsel and render all reasonable and proper assistance to the teacher in his/her defense.

26.06. Teachers will be expected to exercise reasonable care with respect to the safety of pupils and property, and will not be individually liable for any damage or loss to person or property, except in cases of gross negligence and/or gross neglect of duty.

26.07. Any reasonable length of time lost by a teacher in connection with any incident mentioned in this Article will not be charged against the teacher unless he/she is judged guilty by a court of competent jurisdiction.

26.08. When a complaint regarding child abuse and neglect is lodged against a teacher, the administration will notify the teacher and/or the Association as soon as possible unless directed otherwise by the Protective Services and/or the police. The teacher will be provided an opportunity for Association representation as per the **Teacher Protection** Article when the complaint is brought to the teacher's attention. The Association representative will normally be the Executive Director or president.

26.09. The Board and Association recognize and support the right of parents or legal guardians to observe instruction in their child's classes. It is important for parents to be interested and involved in their child's education. In order to protect the rights of all children in the classroom the following guidelines have been established to assist parents who may wish to observe classroom instruction.

- A. Requests to observe classroom instruction are to be submitted in writing, to the building principal, five (5) school days in advance of the requested date.
- B. Parents or legal guardians are permitted to observe in their own child's class only.
- C. Recording devices are prohibited, unless prior arrangements have been made and permission is granted in writing.
- D. Placement or seating of the parent/guardian will be at the discretion of the teacher.
- E. Observers will not challenge the lesson or any portion of it during class or in front of other students.
- F. Questions/comments should be directed to the classroom teacher at a time convenient to the teacher. Parents must not interrupt instruction.
- G. No personal questions about students will be answered.
- H. Disclosures (if applicable) must remain confidential.

26.10 When a Freedom of Information Act (FOIA) request is submitted regarding a teacher, the teacher and/or Association will be made aware of the nature of the request and the materials requested prior to forwarding the materials to the person(s) making the request. If the teacher requests copies of the FOIA requested materials they will be provided.

26.11 The Board and the Association recognize the right of teachers to work in a non-threatening environment. To that end, the Administration will continue to lend all support to any teacher who is being harassed or threatened by a parent/student.

ARTICLE 27 - BASIC SALARIES

27.01. The salaries of teachers covered by the Agreement are set forth in the **Schedule A** which is attached to and made a part of this Agreement. Such salary schedule will remain in effect during the designated period of the Agreement. The Schedule A salaries are:

Wages 2009/2010

The salary schedule (Schedule A1) for the 2009/10 school year shall be identical to the salary schedule (Schedule A1) for the 2008/09 school year.

Wages 2010/2011

Increase all salaries set forth on Schedule A2 by 0.5% (as attached), retroactive to the commencement of the 2010/11 school year. Retroactive pay will be paid in one lump sum within thirty (30) days after ratification of this Agreement by the Board of Education, and will be paid only to those eligible members of the bargaining unit who remain employed by the School District when this lump sum payment is made.

Each member of the bargaining unit who is employed by the School District on June 17, 2011 will receive a one-time, off-schedule, payment equal to 1% of his/her salary set forth in Schedule A2. This payment will be made on June 24, 2011.

Wages 2011/2012

Effective with the 2011/12 school year, revise Schedule A3 as attached hereto.

For teachers hired by RCS before July 1, 2011, each teacher will advance one step on the salary schedule applicable in the 2010/11 school year. That salary figure will then be increased by 1.00%, which will result

in the “transitional figure.” The teacher will then be placed at the step or half step on the 2011/12 salary schedule commensurate with his/her level of education that is closest to that “transitional figure” and which is not less than that “transitional figure.”

[Example: Teacher on the MA salary scale at level 6 in the 2010/11 school year with an annual salary of \$65,772 will have his/her annual salary for the 2011/12 school year calculated as follows: \$70,363 (Step 7 on the 2010/11 salary schedule) x 1.01 = \$71,067. This teacher is placed at Step 7.5 of the 2011/12 salary schedule, with an annual salary of \$71,273. If an additional step is owed in the 2012/13 school year, this teacher would advance to Step 8.5 in that school year.]

27.02. When a person has completed certification and has met all requirements for his/her degree, but does not receive his/her diploma until a later date, he/she will be placed on the appropriate degree step on the salary schedule. Credits so claimed will be substantiated by a certified statement from the institutions from which they were earned.

It will be the individual teacher's responsibility to provide official transcripts to the Department of Human Resources to establish credit for proper placement on the salary schedule. Advancement on the salary schedule by acquisition of additional credits will be made upon proof of completion of requirements for said salary schedule. Consideration for salary schedule readjustment must be filed by October 1st of the first semester for the first semester consideration and by February 1st for the second semester consideration.

27.03. Teachers may elect to receive their pay in 21, or 26 equal pay checks. These pay plans will be paid as follows:

- A. 26 pays: 26 checks will be paid, one each bi-weekly payroll period year round.
- B. 21 pays: 21 equal checks will be each bi-weekly payroll period during the school year.
- C. Any teacher who wishes to make a change in their payroll payment schedule must notify the Payroll Department, in writing by June 1st to have the change implemented for the following school year.
- D. Summer pay checks will be available for pick-up at the Administration Center or mailed on the Thursday morning before the scheduled pay date or at the teacher's request directly deposited in a designated banking institution. Once the checks are mailed the Board cannot guarantee mail delivery on the scheduled pay date.
- E. At the teacher's request, pay checks will be directly deposited in any of the designated banking institutions.
- F. See **Pay Dates Schedule E** for scheduled pay dates.

27.04. A teacher who works the entire school year will be granted one increment on the salary schedule regardless whether the teacher works full time or less than full time. A teacher who completes half or more of the school year will be granted a full increment. A teacher who completes one quarter but less than half the school year will be given one half increment. A teacher who completes less than one quarter of the year will not be given an increment credit for that year. Time on sick leave including the sick bank still counts as time toward the completion of the year or portion thereof.

27.05. Salary Schedule Application:

- A. BA+20: for a teacher to be placed on the BA+20 salary track the 20 semester hours or equivalent must be in an approved plan.

- B. MA+15: for a teacher to be placed on the MA+15 salary track the 15 semester hours or equivalent must be taken after the completion of the requirements for a Masters Degree.
- C. Specialist: teachers who possess two (2) Masters' Degrees in their teaching field may, following application and approval of the Department of Human Resources, be placed on the Specialist Schedule.

A teacher who holds a Master's Degree which requires sixty (60) or more semester hours beyond the Bachelor's Degree will be paid on the Specialist salary track.

- D. Teachers hired by RCS July 1, 2011 and thereafter will be placed on new hires as effective July 1, 2011 will be placed on Salary Schedule A4.
- E. New hires possessing a teaching certificate with a counselor endorsement may be placed up to Step 5 on the salary schedule (Schedule A4).

27.06. Longevity payments will be made in the first pay date in December each year in addition to the teacher's salary according to the following schedule:

	09/10	10/11	11/12
Beginning with the 16th year of credit service	\$1600	\$1600	\$1600
Beginning with the 21st year of credit service	\$1900	\$1900	\$1900
Beginning with the 26th year of credit service	\$2200	\$2200	\$2200

*Experience at an accredited K-12 school prior to current hiring by the Board will be credited for longevity placement at the rate of one (1) year credit for one (1) year of work in Rochester.

27.07 Course work for salary schedule placement above the Bachelors Degree must be obtained from a university accredited by the National Council for Accreditation of Teacher Education, by the National Association of State Directors of Teacher Education and Certification, from any accredited Michigan university, through any educational program approved by an accredited university, approved by the Michigan Department of Education, or from any college or university mutually agreed to by the parties. Teachers are encouraged prior to enrolling in classes to verify the accreditation of their colleges/universities. For more information go to: www.ncate.org

27.08 Beginning July 1, 2007, each full-time teacher will be allocated supplementary funds for the purchase of instructional supplies in the amount of \$80.00 annually. The intent of this allocation is to enhance the building budget. Teachers working less than full-time will receive a pro-rated amount based upon their individual FTE. The teacher will provide receipts on a form developed by the District and submit that to the Business Office in order to be reimbursed.

ARTICLE 28 - CO-CURRICULAR SALARIES AND BENEFITS

28.01. The salaries of co-curricular positions covered by this Agreement are set forth in the **B Schedules**: performing arts; the **C Schedules**: student activities; and the **D Schedules** for athletics which are attached to and made a part of this Agreement. Such salary schedule will remain in effect during the designated period of the Agreement. The salary for the B, C, and D Schedules are: based on \$31,050.

28.02. The salaries for **Schedule B** and **Schedule C** (supplemental contracts) positions will be paid in two (2) equal installments. The first installment will be paid on the last scheduled pay date of the first semester. The last installment will be paid on the last scheduled pay date of the second semester.

28.03. All newly appointed coaches will be placed on the first step of the schedule related to the sport he/she is coaching (see **Co-curricular Schedule**). However, transfer credit of coaching experience may be given for that sport at the level.

28.04. Advancement on the coaching salary schedule will be based upon years of experience coaching that sport at that level for the Board.

28.05. Decisions regarding granting additional coaching experience will be determined by the Director of Instructional Services.

28.06. If a coach moves up to a higher pay level, he/she will begin on the first step of the new level. However, if that rate of pay is lower than his/her previous pay for coaching the indicated sport, he/she will be placed on the first level that pays more than his/her previous rate. Previous experience may be granted at the level of the same sport not to exceed two (2) years. If a coach moved down to a lower level, he/she will remain at the step he/she is on at the lower level.

28.07. All co-curricular assignments are appointed annually. They are not continuous nor are they considered tenured positions. It is the intent of the district to employ teachers for these positions. When a position becomes vacant it will be posted for teachers to apply.

28.08. The Board will clarify as soon as possible which clubs or activities will be allowed to run and the funding source. No club or activity will run without a sponsor. Sponsors of clubs and/or activities will be paid as per **Schedules B, C, and D**. It is the intent of the Board and Association to employ teachers in these positions. Teachers interested in sponsoring clubs will have their activities approved by the administration prior to the beginning of the club activity in order to qualify for compensation. If a rate of compensation is not provided, the Board and Association will agree on the rate.

28.09. Supplementary contracts will be issued at the beginning of co-curricular activities, whenever possible. Co-curricular activities will be those that the Board or its representatives assign to a teacher beyond his/her normal teaching assignment. A teacher will not gain tenure in any co-curricular assignment. No teacher will be required to accept a co-curricular assignment.

28.10. Teachers who have coached any athletic teams for the Board prior to July 1, 2002, will be given incentive pay as per the schedule below. Incentive pay will be determined by multiplying the percentage times the amount of the step for the position the coach is performing and adding that amount to the amount specified at the contracted step.

Incentive pay for athletic coaches will be:

6 to 9 years of experience	15%
10 to 14 years of experience	20%
15 years and more	25%

Effective July 1, 2002, new coaches who coach athletic teams for the Board over five (5) years will be given incentive pay as per the schedule below. Incentive pay will be determined by multiplying the percentage times the amount of the step for the position the coach is performing and adding that amount to the amount specified at the contracted step. However incentive pay for these new athletic coaches will be based upon longevity in that specific sport discipline (such as any basketball or any baseball/softball).

Incentive pay for athletic coaches will be:

6 to 9 years of experience	7%
10 to 14 years of experience	10%
15 years and more	13%

28.11 It is the responsibility of the Board to arrange transportation for student athletes to all games/events. If it has been determined that a team will not be provided transportation on district-owned vehicles, the Athletic Director will work together with the coach in order to facilitate the transportation of the team to its games/events.

ARTICLE 29 - EXTRA DUTY ASSIGNMENT AND COMPENSATION

29.01. Curriculum consultants and program consultants act as district wide department chairs, communicate with teachers, hold occasional meetings, meet with the Curriculum and Instructional Directors. The consultants are:

Classification A: regularly scheduled release time from classroom responsibilities up to and including full time;

Classification A

(1) full time release: \$4835

(2) part time: FTE times the above amounts for the corresponding school year.

Classification B: carry a full time classroom responsibility and carry out their consulting duties, mainly outside the regular scheduled workday.

Classification B: \$4207

A teacher will not gain tenure in the position of curriculum consultant or program consultant. Curriculum or program consultants asked to chair committees that complete their tasks both during and beyond the contractual workday will be paid the chairperson stipend as set forth in Section 29.02.

29.02. Teachers performing curriculum work during the summer will receive a stipend amount for such work:

Regular committee assignment: \$686

Chairperson assignment: \$916

29.03. A teacher will be in charge of the elementary building and personnel in the absence of the administrative personnel. This person will be a tenure teacher and will receive compensation for this added responsibility as listed below. At the request of the teacher-in-charge, a substitute will be provided when the elementary principal is to be away from his/her building for a full day or longer. The definition of a full day, for the purposes of this Article, will be hours that the students are in class sessions.

Teacher in charge: \$1774

29.04. Any teacher assigned to teach an extra class on an ad hoc basis, as defined in this Agreement, will be paid per class period: \$28.50

A teacher may elect to take compensatory leave time rather than compensation. One (1) compensatory leave day is earned for every five (5) extra class periods covered. The compensatory leave time must be taken in the school year it is earned and is subject to the same restrictions as incentive leave days.

A teacher agreeing to teach an extra class on a permanent basis will be paid per class period: \$41.50

29.05. Summer school and homebound teachers and student service teachers will be per hour as listed below with one-eighth (1/8) hour preparation time for summer school and homebound. Employment in summer school or homebound is not deemed to be continuous from year-to-year. \$26.50

29.06. The parties agree that any teacher who is required by the Board to work an extended school year will be paid his/her *per diem* rate for each day worked. The *per diem* rate will be determined by dividing the member's annual salary as provided for in the Agreement between the parties by 186. For the days worked before July 1, the annual salary will be the salary for the school year completed. For the days worked on or after July 1, the annual salary will be the salary for the upcoming school year.

29.07. Counselors who volunteer to work in the summer will be compensated in the following manner:

High School: Counselors may work a maximum of six (6) days
Four (4) days at the per diem rate
Two (2) days compensatory time

Middle School: Counselors may work a maximum of four (4) days
Three (3) days at the per diem rate
One (1) day compensatory time

29.08. High school, middle school and Student Service Department Chairpersons will be released one period per day or at the Board's option, reimbursed at the extra class period rate per day pursuant to the **Extra Duty Assignment and Compensation** Article.

High School: \$40 Middle School: \$27 Student Services: \$27

29.09. In each high school that has its own auditorium, the theater manager will choose one (1) of the following options:

- A. One (1) hour per day of released time
- B. High school department chairperson compensation as outlined in Article 29.08.
- C. Submission of time cards for all hours worked paid at the permanent rate outlined in 29.04.

The theater manager will notify the principal of one (1) of these choices in writing by May 1 of each year to be effective in the following school year.

29.10. Staff members assigned to accompany any students on camp programs of four (4) or more days duration, will receive one (1) day released from duties as compensatory time. Scheduling of this day will be by mutual agreement of the building principal and the involved teacher.

29.11. Driver education teachers will be compensated twenty-three dollars (\$23.00) per hour.

Drivers education insurance will be carried as follows:

- \$500,000.00 - Liability (each person)
- \$1,000,000.00 - Each accident (liability)
- \$200,000.00 - Property damage
- \$1,000.00 - Medical payment

29.12. Teachers required in the course of their work to drive personal automobiles from one building to another will receive a car allowance. The mileage rate will be adjusted annually on July 1st. The rate to be paid will be set at the Internal Revenue Service mileage rate. The same allowance may be given for use of personal cars for other approved business of the Board.

29.13. Ticket sellers and takers, scorers, and workers at the high schools and middle schools home athletic events and scorers at away basketball and football varsity games will be paid as follows:

<u>One Game</u>	<u>Two Games</u>
\$24.50	\$33.50

Varsity football will be considered as two games. Payment will be made through the regular payroll procedure.

29.14. Teachers working during the summer recess for IEPT, AUEN, scheduling and special placement will be paid as provided below per hour with a minimum of three (3) hours per day that the teacher reports. \$25.50

29.15. It is each teacher's sole discretion and responsibility to decide if he/she will participate in programs offered during the summer recess. If the District is offering any type of summer program for teachers, such as in-service, training, staff development classes, orientation, etc. the District will make every effort to indicate if the teacher is to be paid or not paid for the activity.

29.16. Middle School Intramural Supervisor will be paid as follows: \$25.50

29.17. High Schools will have their North Central Accreditation/ School Improvement Planning Committee Chairpersons released from regular duties up to five days a year. Elementary and Middle Schools may adopt North Central Accreditation through the Site-Based Decision process. Elementary and Middle Schools will release their North Central Accreditation or School Improvement Planning Committee Chairpersons from regular duties for a total of up to five days a year.

29.18. Professional Development Planning Committee Chairpersons will be released from regular duties up to three days a year.

29.19 Teachers acting as PD or NCA Chairpersons will receive a stipend amount for such work: \$220

ARTICLE 30 - SEVERANCE PAY

Retain current contract language for teachers retiring on or before June 30, 2012. Eliminate Sections 30.01 and 30.02 effective July 1, 2012

30.01. Early Retirement Incentive Plan:

- A. To be eligible for benefits under this program, a teacher must have been employed for at least ten (10) years by the Board or be on the final step of the appropriate salary scale, and be fifty (50) years of age or older.
- B. Teachers retiring due to a medical disability which qualifies them for benefits from Workers Compensation, or any Board provided disability insurance, are not eligible to qualify for benefits under this plan. Once a person is receiving benefits through the Early Retirement Incentive Plan, no subsequent disability will affect those benefits.
- C. In order to qualify for full year's benefit, a teacher must cause his/her retirement to become effective between the end of one school year and the beginning of the next year. Benefits will be prorated for a teacher retiring other than in this manner. Written notification of intent to retire must be given to the Superintendent/designee at least three (3) months prior to retirement. This three (3) month notice may be waived due to extenuating or unusual circumstances which have prevented the person from making the decision prior to the three (3) month deadline.
- D. Those teachers qualifying for benefits under this plan will receive them on a monthly payroll check starting in September and terminating in August.
- E. A teacher must be employed by the Board on the last working day prior to date of retirement.
- F. Once a teacher retires under this Early Retirement Incentive Plan, the benefit may not be withdrawn because of a subsequent negotiation of an Agreement.

- G. A teacher retiring under this Early Retirement Incentive Plan will have his/her benefit reduced by any amount he/she receives as an Unemployment Compensation benefit from the Board.
- H. Retirement as used in this Article will mean termination of active employment with the Board.
- I. The monthly benefit paid to the retiring teacher under this plan will be calculated by multiplying twenty dollars (\$20.00) times the number of years educational service (capped at thirty (30) years). Educational service brought to Rochester cannot exceed the number of years worked in Rochester, and will be computed as per above. To be counted as a year of service the teacher must be actively at work or drawing sick leave. Leaves of absence without pay will not count as years of service.
- J. The monthly benefit will start in September of the year the teacher retires and is at least fifty (50) by September first. The monthly benefit will terminate in August of the year the teacher is sixty-five (65) by August thirty-first or the teacher has received one hundred twenty (120) monthly checks whichever comes first.
- K. The monthly benefit will be paid to the teacher. In the event of the death of the teacher, the monthly benefit will be paid to the beneficiary as designated by the teacher.

30.02. Teachers retiring from service with the Board who are sixty-five (65) or older and are not receiving any ERIP benefits, will receive a terminal leave payment of sixty-five dollars (\$65.00) per year for ten (10) years of service and ninety-five dollars (\$95.00) per year for fifteen (15) years of service or more. Such benefit will be paid only once to a teacher.

Should a teacher return to employment after such payment, at his/her own request or at the request of the Board, he/she will not be eligible for further payments of this benefit.

30.03. A teacher who has been employed by the Board for five (5) or more years and who retires, resigns, or dies will be compensated for unused sick leave. The teacher will receive ninety dollars (\$90.00) for each sick leave day accumulated over seventy (70), up to a maximum of one hundred and fifty (150) days.

Teachers who have accumulated more than one hundred and fifty (150) days as of the end of 1980/81 school year will be allowed to accumulate days beyond one hundred and fifty (150) to the extent of those days already accumulated.

30.04 The Board will provide a Special Pay Plan (IRS Section 403 (b)) for each member who retires, resigns, or dies. There will be no cost to the member for this benefit. Each member who does not qualify for section 30.01 and meets the following qualifications must use the Special Pay Plan for payment under Sections 30.02 and 30.03. The qualifications are:

- A. The member must be fifty-five (55) years of age or older on December 31 of the year in which he/she retires.
- B. The member must have been employed by the District for more than five (5) years
- C. The Special Pay Plan amount must exceed \$1,000.

ARTICLE 31 - RESERVE TEACHER

31.01. The parties agree that a teacher who has been placed on layoff pursuant to the **Reduction in Staff** Article will be eligible for reserve teacher positions. These teachers will be members of the bargaining unit and subject to the terms of the **Agency Shop** Article.

31.02. If the Board elects to implement this program for a specific school year, the teachers selected will sign an individual contract for the position. The positions will be offered in the order of seniority, most senior first, to laid off teachers until the available number of positions are filled or there are no available laid off teachers. The Board may establish more such positions at its option. Individual contracts for this classification may be voided by the teacher for the purpose of recall or to obtain employment elsewhere. The individual contract may also be voided by mutual agreement. The individual contract will expire at the end of the school year.

31.03. The calendar for Reserve Teachers will follow the school calendar in this Agreement with the following modifications:

- A. Reserve teachers' employment will begin on the first student day.
- B. Reserve teachers' employment will end on the last student day.
- C. Participation in parent/teacher conference days, employment on record days and participation in inservice sessions may be authorized by the Superintendent/designee.

31.04. It is understood by the parties that said teacher would not lose his/her place on the recall list. Should a position become available with the Board, the reserve teacher, if certified, will be offered the position according to his/her placement on the recall list.

31.05. It is understood by the parties that reserve teachers will be immediately released to accept other employment, should it be offered to them.

31.06. Reserve teachers will be assigned:

- A. Substituting assignments for a teacher.
- B. Assisting a teacher in the performance of their responsibilities as assigned by the immediate supervisor including:
 - 1. general supervision of students;
 - 2. assisting teachers in the instruction of classes or small groups;
 - 3. performing non-teaching duties regularly performed by classroom teachers;
 - 4. working in media centers or libraries.

31.07. Seniority will be granted to these teachers in accordance with this Agreement.

31.08. The time worked by the reserve teacher will count toward salary schedule increment in the event the teacher is recalled to regular status.

31.09. The reserve teacher will earn one day of paid sick leave per month worked. Up to five (5) sick leave days may be borrowed against the first five (5) months. The reserve teacher may take up to five (5) days unpaid leave during the year with the approval of the Director of Human Resources. The teacher's sick leave bank, prior to layoff, will be frozen and if the teacher returns from layoff, the frozen days and accumulated reserve teacher sick leave days will be added to the sick bank.

31.10. Hospitalization benefits will be covered on single subscriber rate for those who cannot be covered through a spouse. The reserve teacher may elect to pay for up to full-family hospitalization benefits.

31.11. The reserve teacher rights will be limited to the conditions of this Article when making a claim that there has been a violation, misinterpretation, or misapplication. Such claims will be processed in accordance with the provisions of the **Grievance Procedure** Article.

31.12. These teachers will, under no circumstances, be utilized in a fashion to avoid employment of a fully contracted teacher for a regular position.

31.13. Refusal by a laid-off teacher to accept a reserve teacher position will not cause said teacher's claim for Unemployment Compensation to be challenged.

31.14. These teachers will be compensated at the rate of twenty two thousand dollars (\$22,000.00) annually.

31.15. The annual reserve teacher salary will be reduced by the amount of any Unemployment Compensation received by the individual teacher between the last day of the school year preceding the date of signing an individual contract and the date the teacher begins working as a reserve teacher.

ARTICLE 32 - MISCELLANEOUS PROVISIONS

32.01. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers will be found contrary to law, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

32.02. Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. The Association recognizes and acknowledges the importance of the distribution and collection of Intent to Return Forms as may be distributed by the Board in early spring. The Association supports the concept that the teacher has an ethical responsibility to guarantee that the information as collected on the intent to return forms is reliable and can be used by the Board with complete confidence.

32.03. Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved professional personnel are encouraged to jointly and democratically develop solutions to the common problems that are not inconsistent with State/Federal law, Board policy and this Agreement.

32.04. The Board and Association recognize teaching as a profession. Teachers will conduct themselves as professionals and exercise their professional judgment in carrying out the job duties.

32.05. A. All District curriculum adopted, or in place prior to July 1, 1996, will remain in effect after July 1, 1996. After July 1, 1996, existing curriculum may be modified and new curriculum may be adopted only through the established District Curriculum Review Process

B. Teachers may serve on Curriculum Review Committees at their own discretion.

C. The REA President may appoint one (1) teacher to each curriculum committee by notifying the Assistant Superintendent for Instruction of the appointment.

ARTICLE 33 - AGENCY SHOP

33.01. The parties agree that every teacher suffered or permitted to work will be required each school year to sign an individual contract of employment as provided in Section 380.1231 of the School Code.

33.02. On or before the 15th day of September of each year, the Association will notify the Board of the amount of annual dues payable by members and non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. Also on or before the 15th day of September of each year, pursuant to Section 55(5) of the Michigan Campaign Finance Act, the Association shall provide the Board with:

- A. A formal document signed by a duly authorized representative of the Association declaring that no part of the dues to be deducted from the paychecks of teachers who are members and non-members of the Association may be used for political purposes, as described by the Michigan Campaign Finance Act. The Board will thereupon deduct such amount in equal installments, as nearly as may be, from the paychecks of each teacher who has executed an individual contract of employment, and promptly pay over such amount to the Association or its designee. Upon remitting such amounts, the Board will have no further liability or responsibility with respect thereto.
- B. By February 15th of each year, the Association will notify the Board of adjustments to the dues deductions for non-members, at which time the adjusted deductions for non-members will be continued through the last pay check in June.

33.03 On or before the 31st of December of each year, the Association shall notify the Board of the amount and designated number of PAC deductions for each member who has authorized such deductions according to the Michigan Campaign Finance Act. The Board will thereupon deduct such amounts as designated and promptly pay such amounts over to the Association or designee. Upon remitting such amounts the Board will have no further liability or responsibility with respect thereto. The parties agree that, as a result of the decision of the Michigan Court of Appeals in Michigan Education Association vs. Secretary of State (case number 280792) the provisions of this section shall not be enforced, unless that court decision is affected by operation of law. In the event that the Court of Appeals decision is affected by operation of law, the provision of this section shall be enforced consistent with law.

33.04. In the event of any action against the Board and/or its agents brought in a court or administrative agency because of this compliance with the **Agency Shop** Article, the Association and Board will mutually choose the legal counsel to defend any said suit or action, provided:

- A. The Board gives timely notice as such action to the Association; and
- B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action brought, it will indemnify and hold harmless the Board and/or its agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Board's compliance with the Agency Shop Article.

ARTICLE 34 - ENTIRE AGREEMENT CLAUSE

34.01. This Agreement supersedes all previous agreements, rules, regulations, and current or past practices between the Board and Association which will be contrary to or inconsistent with its terms and constitutes the entire Agreement between the parties. The provisions of this agreement will be incorporated into and be considered part of the established policies of the Board. Any amendment or Agreement supplemental hereto will not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE 35 - SPECIAL CONFERENCES

35.01. There will be established under this Article a closed forum, hereinafter called "Special Conference". It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.

35.02. Special Conferences for important matters will be arranged by the Association and the Board. The Association may appoint not more than four (4) members to represent their organization and the Board may have a like number if it so desires. Such meetings will be between at least two (2) representatives each of the Board and the Association.

35.03. Arrangements for the conferences will be made in advance and an agenda provided, in writing, prepared by the party requesting the conference. The agenda will be presented at the time the conference is requested. Matters taken up in special conference will be confined to those matters included in the agenda or as may be agreed to by the parties. The names of the persons to be present will be submitted prior to the conference.

ARTICLE 36 - SPECIAL EDUCATION

36.01. The parties recognize that children having special physical, mental, or emotional problems, as defined by rules 340.1701 to 340.1715 inclusive, may require specialized classroom experiences. In the event that such a child is to be placed in a general education classroom, the following provisions will be made:

- A. The child will be placed in the general education classroom upon the teacher's full knowledge and understanding of the child's handicap.
- B. The teacher will be supplied with adequate staff, materials, specialized equipment and consultant services needed for proper education of the child possessing a handicap, as determined by the Individual Education Planning Team.
- C. At least one of the student's general education teachers will attend the IEPT. Written notice of the IEPT meeting will be sent to all of the student's general education teachers to insure one will be present. If a general education teacher attends more than two (four (4) effective September 1, 2007) IEPT meetings, the teacher may meet with the building principal to discuss appropriate relief such as a substitute provided or compensatory time.

36.02. Certified special education students who have been placed in general education classrooms under least restrictive environment or any form of educational mandate will be so placed as per state law and/or state/federal special education regulations. Before a certified special education student is placed, the receiving teacher will be provided an opportunity to work collaboratively with the Director of Student Services, or designee, to develop an understanding of the student's special needs, develop plans for meeting the special needs, and determine how support services will be provided the student as per the IEP (Individual Education Plan). If the teacher, building principal, and/or Director of Student Services or designee believes that inservice would be useful for the classroom teacher and/or building staff, a meeting of the above named parties will take place to decide the nature and scheduling of needed inservice.

36.03. The District will provide an opportunity for teachers to volunteer to have certified special education students placed in their classroom. If there is not a sufficient number of volunteers to meet the need for general education placement of certified special education students, the District may place the student in an available class. The number of certified special education students will be equalized by grade level, subject, or section whenever possible. Certified special education students will not be placed in overloaded classrooms or combination classrooms unless no other classroom is available in the building.

36.04. General education teachers assigned a certified special education student will be provided release time to meet with educational support staff (e.g. teacher consultant, physical therapist, social workers, psychologists, paraprofessional, case manager supervisor, etc.)

36.05. If requested, substitutes will be provided for teachers scheduled to have certified special education students in order to facilitate providing release time to visit the sending school/center/classroom and staff including Rochester Community Schools within a reasonable time after the student assignment is determined.

36.06. If any class contains certified special education students, a meeting may be called by the general or special education classroom teacher with the Director of Student Services and/or designee, and the building administrator. The purpose of this meeting will be to discuss the appropriateness of placement and possible schedule adjustments as well as accommodations and support services necessary for the student and teacher. The manner in which the special education teacher and paraprofessional will be utilized in the general education classroom may also be discussed.

36.07. The District commits itself to a problem solving approach in dealing with certified special education students in general education classrooms. Special education staff, general education teachers, and appropriate administrators will meet to resolve the issues of planning, materials, and other topics of concern.

36.08. A group of general education teachers at the same grade level and/or subject area may agree to place a group of certified special education students in the same general education classroom. The building team, including the affected general education teacher(s), will recommend to the principal appropriate adjustments to the class size in relation to the class composition. The principal will report the adjustment to the student enrollment office.

36.09. The Board will comply with all provisions of the Special Education Code of the State.

ARTICLE 37 - MENTOR

37.01. Each year, the principal will seek volunteers to serve as mentors. To the extent possible, the mentor and probationary teacher will be in the same subject or grade level.

The building administration will provide a probationary teacher with a mentor teacher during the probationary teacher's first three (3) years of employment. No teacher will be required to be a mentor. Any teacher appointed as a mentor must be a tenure teacher.

37.02. No mentor teacher will be assigned to more than one probationary teacher. After consultation with the building administrator, a mentor teacher may terminate his/her participation in the mentor program. Should this happen, the building administrator will assign another mentor. After consultation with the building administrator, the probationary teacher may request another mentor.

37.03. The District and the Association realize that for mentoring to be most effective the mentor and the probationary teacher should have time to discuss issues of mutual interest. Consequently, building administrators will attempt to schedule common planning and lunch times.

37.04. The mentor's evaluation and observation notes of the probationary teacher will be provided only to the probationary teacher. The evaluation and notes will be used only by the probationary teacher for self assessment and may not be used for any other purpose.

37.05. The mentor will not be used as a witness in any proceeding involving the probationary teacher's teaching performance.

37.06 Each mentor will receive a \$125 stipend per school year.

ARTICLE 38 - SITE BASED DECISION

38.01. Site Based Decision (SBD) is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by SBD Committee will not violate the Agreement. Decisions made by the SBD Committee will be approved by the Association and Board prior to implementation of the decisions.

38.02. SBD Committee is an ad hoc committee. The REA Building Representative or the Principal may request the formation of the ad hoc committee for a specific purpose. The purpose will be made known to the Association President and the appropriate Assistant Superintendent for Instruction. If the Association and the Assistant Superintendent for Instruction agree the purpose is appropriate for SBD, the committee will be formed. If the Association or Assistant Superintendent for Instruction does not agree the purpose is appropriate for SBD, no committee will be formed. The Association and Assistant Superintendent for Instruction will attempt to resolve the purpose for which the SBD was requested.

38.03. When the SBD Committee has completed its project, the committee will be disbanded. If, in the judgment of the Association or Assistant Superintendent for Instruction, the SBD Committee is unable to complete its project in a reasonable period of time, either the Association or Assistant Superintendent for Instruction may offer assistance to the committee or disband it.

38.04. Participation on a SBD Committee is voluntary and will not be a part of a teacher's evaluation, personnel file, or otherwise be used to discipline or reward the teacher.

38.05. Decisions of SBD Committee must be approved by 70% of the teachers that will be affected by the decision. Any decision of the committee will be terminated by forty-five percent (45%) of the teachers that are being affected. All decisions of the committee will be for a specific duration not to exceed two (2) school years or a portion thereof. Extensions beyond two school years must be approved by the Association, the appropriate Assistant Superintendent for Instruction, and seventy percent (70%) of the teachers affected by the extension.

38.06. SBD Committee will be composed of only employees of the Board. Non- employee consultants may be used with the consent of the committee members. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.

38.07. SBD Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.

38.08. The SBD Committee is free to address any topic affecting school programs or working conditions, but will not address salaries, benefits, or teacher performance.

ARTICLE 39 - PROFESSIONAL DEVELOPMENT

39.01. The Professional Development Planning Committee (PDPC) will be composed of teachers chosen by each department/grade level within their building and will also include the building administration. The Committee will identify potential areas/topics for professional development sessions designated as building based per **Schedule E – Calendar**. The Committee will work in collaboration to ensure time will be allocated over the course of the school year for both building and district initiatives. Any individual staff member may attend and participate in meetings as a non-voting participant.

39.02. On any partial professional development day at a high school or middle school the building PDPC will conduct a vote through which a simple majority of the teaching staff voting will determine the preferred schedule.

39.03. The Association recognizes that attendance at professional staff development meetings is expected as a part of fulfilling contractual work day obligations.

39.04. Agendas for the professional staff development time will be the responsibility of the PDPC. Occasional independent work time or various activities related to the professional development of instructional staff will also be permitted.

39.05. Issues not covered in this Master Agreement are reserved onto the committee for determination. The determination by the committee is binding unless a majority of the building professional staff votes otherwise.

ARTICLE 40 - DURATION OF AGREEMENT

The Board and the Association have as of this date reached certain agreements and understandings which are contained herein and which will modify the existing Collective Bargaining Agreement which is currently in force. These agreements shall be effective immediately upon execution of this Agreement and shall continue in effect from 1 September 2009 through 31 August 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the indicated date.

It is further understood that all provisions of the Agreement, which is currently in force, which are not amended by this Agreement continue in full effect and without change for the duration of this Agreement.

ROCHESTER EDUCATION ASSOCIATION

ROCHESTER BOARD OF EDUCATION

Doug Hill
President

Beth Talbert
President

Eduarda Crain
Executive Director

Chuck Coutteau
Secretary

David Pruneau
Superintendent

William Mull
Assistant Superintendent

Members of the Rochester Education Association, MEA/NEA Bargaining Team

Members of the Rochester Board of Education Bargaining Team:

Doug Hill
Colleen Winkler
Henry G. Schultz II
Betsy Fleming
Eduarda Crain

William Mull
Elizabeth Davis
Kevin Cumming
Michael Behrmann
Gary King

Rochester Education Association

Rochester Community Schools Board of Education

Doug Hill, President
Colleen Winkler, Vice President
Leslie Freeman, Secretary
Courtney Hurttgam, Treasurer
Lynnette Teller, Elementary Trustee
Diane Kosuda, Middle School Trustee
Rob Byrd, High School Trustee

Beth Talbert, President
Barb Cenko, Vice President
Chuck Coutteau, Secretary
Marty Sibert, Treasurer
Jennifer Berwick, Trustee
Gerald L. Moore, Trustee
Lisa Nowak, Trustee

SALARY SCHEDULE A1 2009/10

STEP	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>SPEC</u>	<u>DOCT</u>
0	38,074	38,941	40,027	41,594	42,737	43,849
0.5	40,120	41,314	42,778	44,248	45,667	46,886
1	41,664	42,956	44,804	46,253	47,742	48,988
1.5	43,544	44,598	46,819	48,245	49,822	51,095
2	44,752	46,248	48,845	50,254	51,899	53,188
2.5	46,296	47,886	50,861	52,909	53,970	55,292
3	47,835	49,522	52,872	54,245	56,041	57,383
3.5	49,367	51,155	54,891	56,236	58,112	59,470
4	50,905	52,792	56,899	58,224	60,184	61,575
4.5	52,437	54,427	58,913	60,217	62,255	63,459
5	53,969	56,050	60,921	62,202	64,312	65,777
5.5	55,710	57,901	63,180	64,436	66,652	68,101
6	57,461	59,713	65,445	66,682	68,969	70,466
6.5	59,220	61,636	67,722	68,936	71,331	72,842
7	60,997	63,527	70,013	71,209	73,697	75,234
7.5	62,774	65,420	72,327	73,494	76,084	77,652
8	64,810	67,321	74,651	75,794	78,475	80,069
8.5	66,607	69,239	76,996	78,105	80,890	82,509
9	68,191	71,174	79,345	80,430	83,311	84,962
9.5	70,013	73,112	81,713	82,764	85,755	87,437
10	71,853	75,067	84,305	85,123	88,209	89,923

SALARY SCHEDULE A2 2010/11

STEP	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>SPEC</u>	<u>DOCT</u>
0	38,264	39,136	40,227	41,802	42,951	44,068
0.5	40,321	41,521	42,992	44,469	45,895	47,120
1	41,872	43,171	45,028	46,484	47,981	49,233
1.5	43,762	44,821	47,053	48,486	50,071	51,350
2	44,976	46,479	49,089	50,505	52,158	53,454
2.5	46,527	48,125	51,115	53,174	54,240	55,568
3	48,074	49,770	53,136	54,516	56,321	57,670
3.5	49,614	51,411	55,165	56,517	58,403	59,767
4	51,160	53,056	57,183	58,515	60,485	61,883
4.5	52,699	54,699	59,208	60,518	62,566	63,776
5	54,239	56,330	61,226	62,513	64,634	66,106
5.5	55,989	58,191	63,496	64,758	66,985	68,442
6	57,748	60,012	65,772	67,015	69,314	70,818
6.5	59,516	61,944	68,061	69,281	71,688	73,206
7	61,302	63,845	70,363	71,565	74,065	75,610
7.5	63,088	65,747	72,689	73,861	76,464	78,040
8	65,134	67,658	75,024	76,173	78,867	80,469
8.5	66,940	69,585	77,381	78,496	81,294	82,922
9	68,532	71,530	79,742	80,832	83,728	85,387
9.5	70,363	73,478	82,122	83,178	86,184	87,874
10	72,212	75,442	84,727	85,549	88,650	90,373

SALARY SCHEDULE A3 2011/12

For Teachers who were hired by RCS on or before June 30, 2011

STEP	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>SPEC</u>	<u>DOCT</u>
0	38,647	39,527	40,629	42,220	43,380	44,509
0.5	40,206	41,194	42,672	44,228	45,478	46,635
1	41,764	42,861	44,715	46,237	47,576	48,761
1.5	43,323	44,527	46,758	48,245	49,674	50,886
2	44,881	46,194	48,801	50,253	51,772	53,012
2.5	46,440	47,861	50,844	52,262	53,870	55,138
3	47,998	49,528	52,887	54,270	55,968	57,264
3.5	49,557	51,195	54,930	56,279	58,066	59,389
4	51,115	52,861	56,973	58,287	60,164	61,515
4.5	52,674	54,528	59,016	60,295	62,262	63,641
5	54,232	56,195	61,059	62,304	64,360	65,767
5.5	55,791	57,862	63,102	64,312	66,458	67,893
6	57,349	59,529	65,145	66,320	68,556	70,018
6.5	58,908	61,196	67,187	68,329	70,654	72,144
7	60,466	62,862	69,230	70,337	72,752	74,270
7.5	62,025	64,529	71,273	72,346	74,850	76,396
8	63,583	66,196	73,316	74,354	76,948	78,522
8.5	65,142	67,863	75,359	76,362	79,046	80,647
9	66,700	69,530	77,402	78,371	81,144	82,773
9.5	68,259	71,196	79,445	80,379	83,242	84,899
10	69,817	72,863	81,488	82,387	85,341	87,025
10.5	71,376	74,530	83,531	84,396	87,439	89,151
11	72,934	76,197	85,574	86,404	89,537	91,276

SALARY SCHEDULE A4 2011/12

For Teachers who were hired by RCS on or after June 30, 2011

STEP	<u>BA</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+15</u>	<u>SPEC</u>	<u>DOCT</u>
0	38,647	39,527	40,629	42,220	43,380	44,509
0.5	39,790	40,749	42,128	43,693	44,919	46,068
1	40,933	41,972	43,626	45,166	46,457	47,627
1.5	42,076	43,194	45,124	46,638	47,996	49,186
2	43,219	44,416	46,622	48,111	49,534	50,745
2.5	44,362	45,639	48,120	49,584	51,073	52,303
3	45,504	46,861	49,618	51,057	52,611	53,862
3.5	46,647	48,083	51,116	52,530	54,150	55,421
4	47,790	49,306	52,615	54,002	55,689	56,980
4.5	48,933	50,528	54,113	55,475	57,227	58,539
5	50,076	51,750	55,611	56,948	58,766	60,098
5.5	51,219	52,973	57,109	58,421	60,304	61,657
6	52,362	54,195	58,607	59,894	61,843	63,216
6.5	53,505	55,417	60,105	61,366	63,381	64,775
7	54,648	56,640	61,603	62,839	64,920	66,334
7.5	55,791	57,862	63,102	64,312	66,458	67,893
8	56,934	59,084	64,600	65,785	67,997	69,452
8.5	58,077	60,307	66,098	67,258	69,535	71,010
9	59,219	61,529	67,596	68,730	71,074	72,569
9.5	60,362	62,751	69,094	70,203	72,613	74,128
10	61,505	63,974	70,592	71,676	74,151	75,687
10.5	62,648	65,196	72,090	73,149	75,690	77,246
11	63,791	66,418	73,589	74,622	77,228	78,805
11.5	64,934	67,640	75,087	76,094	78,767	80,364
12	66,077	68,863	76,585	77,567	80,305	81,923
12.5	67,220	70,085	78,083	79,040	81,844	83,482
13	68,363	71,307	79,581	80,513	83,382	85,041
13.5	69,506	72,530	81,079	81,986	84,921	86,600
14	70,649	73,752	82,577	83,458	86,459	88,159
14.5	71,791	74,974	84,076	84,931	87,998	89,717
15	72,934	76,197	85,574	86,404	89,537	91,276

SALARY SCHEDULE B Performing Arts – 2009/10, 2010/11, 2011/12

The salary for performing arts positions listed below are a result of the percentage applied to the base of \$31050

High School								
Band Director: includes Marching Band, Concert Band, Pep Band, Band Camp, Preparation, Inventory, Jazz Band, Festivals & Competitions								
Band Director		25.0%	26.0%	27.0%		7,763	8,073	8,384
Assistant Band Director		2.5%	3.0%	3.5%		776	932	1,087
Band camp		3.5%	3.5%	3.5%		1,087	1,087	1,087
Preparation & Inventory		3.5%	3.5%	3.5%		1,087	1,087	1,087
Band Concert		2.0%	2.0%	2.0%		621	621	621
Band marching		5.0%	5.0%	5.0%		1,553	1,553	1,553
Band Pep		2.0%	2.0%	2.0%		621	621	621
Band Jazz		2.5%	2.5%	2.5%		776	776	776
Festivals/Competition		4.0%	4.0%	4.0%		1,242	1,242	1,242
all other payments are to be arranged in advance and approved by the principal								
Vocal Music includes four (4) performances, all festivals/competitions								
		14.0%	15.0%	16.0%		4,347	4,658	4,968
Theater - non musical play								
limit of two (2) plays per building with approval of the principal. Plays will be 2 or 3 acts.								
Director for each production		5.0%	5.5%	6.0%		1,553	1,708	1,863
Manager		3.0%	3.0%	3.0%		932	932	932
Technical Director for each production		1.5%	2.0%	2.5%		466	621	776
Assistant Director for each production		1.5%	2.0%	2.5%		466	621	776
Costumer for each production		1.5%	2.0%	2.5%		466	621	776
Theater Musical Play								
limit of one (1) play per building with approval of the principal. Plays will be 2 or 3 acts.								
Director for each production		10.0%	11.0%	12.0%		3,105	3,416	3,726
Vocal Director for each production		4.0%	4.5%	5.0%		1,242	1,397	1,553
Pit Orchestra Director for each production		4.0%	4.5%	5.0%		1,242	1,397	1,553
Technical Director for each production		1.5%	2.0%	2.5%		466	621	776
Assistant Director for each production		1.5%	2.0%	2.5%		466	621	776
Choreographer for each production		1.5%	2.0%	2.5%		466	621	776
Costumer for each production		1.5%	2.0%	2.5%		466	621	776
Set Designer for each production		1.5%	2.0%	2.5%		466	621	776
Specific Theater Projects								
one act plays, children's theater, limit of three (3) per building with approval of principal								
Director for each production		1.5%	2.0%	2.5%		466	621	776
Middle School								
Band Director includes instrumental Band, 4 performances per building & all festivals/competitions								
		10.0%	11.0%	12.0%		3,105	3,416	3,726
Band Pep		2.0%	2.0%	2.0%		621	621	621
Band Jazz		2.5%	2.5%	2.5%		776	776	776
Festivals/Competition		2.0%	2.0%	2.0%		621	621	621
Vocal Music		10.0%	11.0%	12.0%		3,105	3,416	3,726
Theater limit of 4 productions per building with approval of principal								
Director for each production		3.0%	3.5%	4.0%		932	1,087	1,242
Assistant Director for each production		1.5%	2.0%	2.5%		466	621	776
Elementary School								
Vocal Music includes four (4) performances, all festivals/competitions								
		2.0%	2.0%	2.0%		621	621	621

SALARY SCHEDULE C Student Activities – 2009/10, 2010/11, 2011/12

The salary for student activity positions listed below are a result of the percentage applied to the base of \$31,050.

High School			
Art Show Competition	per teacher	1%	311
Debate Competition		5%	1,553
Forensics Competitions		5%	1,553
Journalism + class		5%	1,553
Student Council + class		10%	3,105
Video Production/Coordinator	per semester, includes 5 events	1%	311
Yearbook + class		6%	1,863
Class Advisors			
Senior		6%	1,863
Junior		4%	1,242
Sophomore		4%	1,242
Freshman		4%	1,242
Clubs			
Honor Society		4%	1,242
Interact		3%	932
Key Club		3%	932
ACE Building Curriculum Coordinator.		3%	932
Middle School			
Art Show Competition	per teacher	1%	311
Building Coordinator		3%	932
Clubs	two (2) per building	3%	932
Future Problem Solving		4%	1,242
Journalism	if not offered as a class, it will be a club	4%	1,242
Math Pentathlon		4%	1,242
Odyssey of the Mind		4%	1,242
Science Room Coordinator.		3%	932
Student Council		8%	2,484
Yearbook + class		4%	1,242
Yearbook w/o class		10%	3,105
Elementary School			
Art Show Competition	per teacher	1%	311
Building Coordinator		3%	932
Clubs		3%	932
Safety Patrol		3%	932
Science Room Coordinator.	at each building	3%	932
Service Squad		3%	932
Student Council		3%	932
Yearbook		2%	621

SALARY SCHEDULE D Athletic Positions

The salary for athletic positions listed below are a result of the percentage applied to the base of **\$31,050**.

Basketball/Football

	Step 1	Step 2	Step 3	Step 4	Step 5
I Varsity	16.0%	17.0%	18.0%	19.0%	20.0%
I Asst. Var./Hd. JV	11.2%	11.9%	12.6%	13.3%	14.0%
I Asst. JV./Hd. Frosh	9.6%	10.2%	10.8%	11.4%	12.0%
I Asst Frosh. 7 & 8	8.0%	8.5%	9.0%	9.5%	10.0%

Basketball/Football

	Step 1	Step 2	Step 3	Step 4	Step 5
I Varsity	4968	5279	5589	5900	6210
I Asst. Var./Hd. JV	3478	3695	3912	4130	4347
I Asst. JV./Hd. Frosh	2981	3167	3353	3540	3726
I Asst Frosh. 7 & 8	2484	2639	2795	2950	3105

Competitive Cheer Team per season, Baseball, Gymnastics, Swimming, Softball, Track*, Soccer, Wrestling, Volleyball, Hockey

	Step 1	Step 2	Step 3	Step 4	Step 5
II Varsity	13.0%	14.0%	15.0%	16.0%	17.0%
II Asst. Var./Hd. JV	9.1%	9.8%	10.5%	11.2%	11.9%
II Asst. JV./Hd. Frosh	7.8%	8.4%	9.0%	9.6%	10.2%
II Asst Frosh. 7 & 8	6.5%	7.0%	7.5%	8.0%	8.5%

Competitive Cheer Team per season, Baseball, Gymnastics, Swimming, Softball, Track*, Soccer, Wrestling, Volleyball, Hockey

	Step 1	Step 2	Step 3	Step 4	Step 5
II Varsity	4037	4347	4658	4968	5279
II Asst. Var./Hd. JV	2826	3043	3260	3478	3695
II Asst. JV./Hd. Frosh	2422	2608	2795	2981	3167
II Asst Frosh. 7 & 8	2018	2174	2329	2484	2639

Sideline Cheer, Cross Country*, Golf, Skiing*, Tennis per season

	Step 1	Step 2	Step 3	Step 4	Step 5
III Varsity	10.0%	11.0%	12.0%	13.0%	14.0%
III Asst. Var./Hd. JV	7.0%	7.7%	8.4%	9.1%	9.8%
III Asst. JV./Hd. Frosh	6.0%	6.6%	7.2%	7.8%	8.4%
III Asst Frosh. 7 & 8	5.0%	5.5%	6.0%	6.5%	7.0%

Sideline Cheer, Cross Country*, Golf, Skiing*, Tennis per season

	Step 1	Step 2	Step 3	Step 4	Step 5
III Varsity	3105	3416	3726	4037	4347
III Asst. Var./Hd. JV	2174	2391	2608	2826	3043
III Asst. JV./Hd. Frosh	1863	2049	2236	2422	2608
III Asst Frosh. 7 & 8	1553	1708	1863	2018	2174

Building Athletic Director, Activities Director

	Step 1	Step 2	Step 3	Step 4	Step 5
IV HS Act Director	13.0%	14.0%	15.0%	16.0%	17.0%
IV MS Building A.D.	9.6%	10.2%	10.8%	11.4%	12.0%
IV MS Building Act Dir	9.6%	10.2%	10.8%	11.4%	12.0%

Building Athletic Director, Activities Director

	Step 1	Step 2	Step 3	Step 4	Step 5
IV HS Act Director	4037	4347	4658	4968	5279
IV MS Building A.D.	2981	3167	3353	3540	3726
IV MS Building Act Dir	2981	3167	3353	3540	3726

***Varsity coaches of cross country, track and field, and skiing (sports that include both male and female athletes on one [1] team) shall be compensated an additional stipend of three percent (3%).**

SCHEDULE E School Calendar – 2010/2011

M August 30	New Teacher Orientation
W September 1	AM teachers report to buildings for District Welcome PM teacher room preparation
Th September 2	AM district based Professional Development* – no students (K-12) PM building based Professional Development
T September 7	1st day of school for students Half day (K-5) Full day (6-12) AM K only
W September 8	1 st day for PM K
W September 29	1 st quarter interim submission begins
F October 1	AM district based Professional Development – no students (K-12) PM building based Professional Development
T October 5	1 st quarter interim submission completed by start of day
W October 13	Evening conferences (9-12)
Th October 14	Evening conferences (6-8)
W October 20	Evening conferences (6-8)
Th October 21	Evening conferences (9-12)
T November 2	Election Day AM building based Professional Development – no students (K-5) AM district based Professional Development- no students (6-12) PM fall conference compensatory time (K-5) PM building based Professional Development (6-12)
W November 3	Grading information to teachers
F November 5	End of 1 st marking period (K-12)
M November 8	AM teachers records (K-12) PM fall conference compensatory time (K-12)
T November 9	2 nd quarter begins Grades submitted by start of day (6-12)
W November 10	Evening conferences (K-5)
T November 16	Evening conferences (K-5)
W November 17	Report cards distributed by end of day (6-12)
Th November 18	Evening conferences (K-5)
T November 23	Thanksgiving recess begins at end of day - (K-12)
W November 24	AM fall conference compensatory time (K-12)
M November 29	Classes resume (K-12)

W December 8	2nd quarter interim submission begins
T December 14	2 nd quarter interim submission completed by start of day
F December 17	Winter recess begins at end of day (K-12)
M January 3	Classes resume (K-12)
M January 17	Martin Luther King holiday recess (K-12)
W January 26	AM student exams (6-12) PM teacher records (6-12) Grading information to teachers
Th January 27	AM student exams (6-12) PM teacher records (6-12)
F January 28	No students (K-5) AM student exams (6-12) AM teacher records (K-5) PM teacher records (K-12) End of second marking period/1 st semester
M January 31	AM district based Professional Development- no students (K-12) PM building based Professional Development
T February 1	2 nd semester begins/ 3 rd quarter begins
W February 2	Grades submitted by start of day (6-12)
W February 9	Report cards distributed by end of day
Th February 10	Late Start for Grade 12 Test/Test Prep for Grades 9-11
F February 18	Midwinter recess begins at end of full day (K-12)
W February 23	Classes resume (K-12) 3 rd Quarter interim submission begins
T March 1	AM district Professional Development – no students (K-8) PM building based Professional Development MI Merit-ACT at high schools for grade 11** H.S. Building based Professional Development - no students (9, 10 & 12)
W March 2	MI Merit-ACT at high schools for grade 11 Late Start for Grades 9, 10 & 12 – H.S. Professional Development 3 rd Quarter interim submission completed by start of day
Th March 3	MI Merit-ACT at high schools for grade 11 Late Start for Grades 9, 10 & 12 – H.S. Professional Development
W March 9	Evening conferences (9-12)
Th March 10	Evening conferences (6-8)
W March 16	Evening conferences (6-8)
Th March 17	Evening conferences (9-12)
W March 30	Grading information to teachers
Th March 31	End of 3rd marking period (K-12) Spring recess for students begins at end of full day (K-12)

F April 1	AM teacher records (K-12) PM spring conference compensatory time (K-12)
M April 11	Classes resume (K-12) 4th quarter begins (6-12)
T April 12	Grades submitted by start of day (6-12)
W April 20	3rd quarter report cards distributed by end of day Evening conferences (K-5)
F April 22	Good Friday AM spring conference compensatory time (K-12)
T April 26	Evening conferences (K-5)
W May 4	4 th Quarter interim submission begins
M May 9	AM district Professional Development – no students (K-12) PM building based Professional Development
T May 10	4 th Quarter interim submission completed by start of day
M May 30	Memorial Day holiday recess (K-12)
W June 8	Grading information to teachers
W June 15	AM students exams (6-11) PM teacher records (6-12)
Th June 16	AM students half day (K-5) PM K only AM student exams (6-11) PM teacher records (K-12)
F June 17	AM student exams (6-11) AM teacher records (K-5) PM teacher records (K-12) End of fourth marking period/2nd semester and school year
W June 22	4th quarter report cards due to building office (K-5) 4 th quarter grades submitted (6-12)

183 TEACHER REPORTING WORK DAYS / 2 DAYS @ 0.5 COMPENSATORY TIME

TOTAL TEACHER WORKDAYS=184

174 H.S. STUDENT DAYS 174 M.S. STUDENT DAYS 172 ELEMENTARY STUDENT DAYS

CALENDAR SPECIFIC NOTATIONS:

* (1) The teacher work day for full day professional development is 8:00 am until 11:15 am, a 60 minute duty free lunch and 12:15 pm until 3:00 pm.

* (2) If at any time a planned district –wide Professional Development Program has not been scheduled for a designated district-wide session, the professional development will become building based.

**The high school teacher work day for March 1, 2011 is 7:10 am until 12:30 pm exclusive of lunch. The high school teacher work day for March 2 and March 3, 2011 is 7:10 am until 2:35 pm.

SCHEDULE E - School Calendar – 2011/2012

M	August 29	New Teacher Orientation
T	August 30	AM teachers report to buildings for District Welcome PM teacher room preparation
W	August 31	AM district based Professional Development* – no students (K-12) PM building based Professional Development
T	September 6	1st day of school for students Half day (K-5) Full day (6-12) AM K only
W	September 7	1 st day for PM K
W	September 28	1 st quarter interim submission begins
M	October 3	AM district based Professional Development – no students (K-12) PM building based Professional Development
T	October 4	1 st quarter interim submission completed by start of day
W	October 12	Evening conferences (6-8)
Th	October 13	Evening conferences (9-12)
W	October 19	Evening conferences (9-12)
Th	October 20	Evening conferences (6-8)
T	November 1	Election Day AM building based Professional Development – no students (K-5) AM district based Professional Development- no students (6-12) PM fall conference compensatory time (K-5) PM building based Professional Development (6-12)
W	November 2	Grading information to teachers
F	November 4	End of 1 st marking period (K-12)
M	November 7	AM teachers records (K-12) PM fall conference compensatory time (K-12)
T	November 8	2 nd quarter begins Grades submitted by start of day (6-12)
W	November 9	Evening conferences (K-5)
T	November 15	Evening conferences (K-5)
W	November 16	Report cards distributed by end of day (6-12)
Th	November 17	Evening conferences (K-5)
T	November 22	Thanksgiving recess begins at end of day - (K-12)
W	November 23	AM fall conference compensatory time (K-12)
M	November 28	Classes resume (K-12)
W	December 7	2nd quarter interim submission begins
T	December 13	2 nd quarter interim submission completed by start of day
F	December 16	Winter recess begins at end of day (K-12)

T January 3	Classes resume (K-12)
M January 16	Martin Luther King holiday recess (K-12)
W January 25	AM student exams (6-12) PM teacher records (6-12) Grading information to teachers
Th January 26	AM student exams (6-12) PM teacher records (6-12)
F January 27	No students (K-5) AM student exams (6-12) AM teacher records (K-5) PM teacher records (K-12) End of second marking period/1 st semester
M January 30	AM district based Professional Development- no students (K-12) PM building based Professional Development
T January 31	2 nd semester begins/ 3 rd quarter begins
W February 1	Grades submitted by start of day (6-12)
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Th March 8	MI Merit-ACT at high schools for grade 11 Late Start for Grades 9, 10 & 12 – H.S. Professional Development Evening conferences (9-12)
W March 14	Evening conferences (9-12)
Th March 15	Evening conferences (6-8)
W March 28	Grading information to teachers
F March 30	End of 3rd marking period (K-12) Spring recess for students begins at end of full day (K-12)
M April 9	AM teacher records (K-12) PM spring conference compensatory time (K-12)
T April 10	Classes resume (K-12) 4th quarter begins (6-12)
W April 11	Grades submitted by start of day (6-12)

W April 18	3rd quarter report cards distributed by end of day
Th April 19	Evening conferences (K-5)
W April 25	Evening conferences (K-5)
W May 2	4 th Quarter interim submission begins
F May 4	AM district Professional Development – no students (K-12) PM building based Professional Development
T May 8	4 th Quarter interim submission completed by start of day
M May 28	Memorial Day holiday recess (K-12)
W June 6	Grading information to teachers
W June 13	AM students exams (6-11) PM teacher records (6-12)
Th June 14	AM students half day (K-5) PM K only AM student exams (6-11) PM teacher records (K-12)
F June 15	AM student exams (6-11) AM teacher records (K-5) PM teacher records (K-12)
W June 20	End of fourth marking period/2nd semester and school year 4th quarter report cards due to building office (K-5) 4 th quarter grades submitted (6-12)

183 TEACHER REPORTING WORK DAYS / 2 DAYS @ 0.5 COMPENSATORY TIME

TOTAL TEACHER WORKDAYS=184

174 H.S. STUDENT DAYS 174 M.S. STUDENT DAYS 172 ELEMENTARY STUDENT DAYS

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* (1) The teacher work day for full day professional development is 8:00 am until 11:15 am, a 60 minute duty free lunch and 12:15 pm until 3:00 pm.

* (2) If at any time a planned district –wide Professional Development Program has not been scheduled for a designated district-wide session, the professional development will become building based.

**The high school teacher work day for March 6, 2012 is 7:10 am until 12:30 pm exclusive of lunch. The high school teacher work day for March 7 and March 8, 2012 is 7:10 am until 2:35 pm.

SCHEDULE F Pay Dates 2010/11

	<u>21 pays</u>	<u>22 pays</u>	<u>26 pays</u>	<u>27 pays</u>	Pay Dates
*first contract payment	1	1	1	1	September 3, 2010
	2	2	2	2	September 17, 2010
	3	3	3	3	October 1, 2010
	4	4	4	4	October 15, 2010
	5	5	5	5	October 29, 2010
	6	6	6	6	November 12, 2010
	7	7	7	7	November 24, 2010
	8	8	8	8	December 10, 2010
	9	9	9	9	December 23, 2010
	10	10	10	10	January 7, 2011
	11	11	11	11	January 21, 2011
	12	12	12	12	February 4, 2011
	13	13	13	13	February 18, 2011
	14	14	14	14	March 4, 2011
	15	15	15	15	March 18, 2011
	16	16	16	16	April 1, 2011
	17	17	17	17	April 15, 2011
	18	18	18	18	April 29, 2011
	19	19	19	19	May 13, 2011
	20	20	20	20	May 27, 2011
*last payment for 21 pay contracts	21	21	21	21	June 10, 2011
*last payment for 22 pay contracts		22	22	22	June 24, 2011
			23	23	July 7, 2011
			24	24	July 21, 2011
			25	25	August 4, 2011
*last payment for 26 pay contracts			26	26	August 18, 2011
*last payment for 27 pay contracts				27	September 2, 2011

SCHEDULE F Pay Dates 2011/12

	<u>21</u>	<u>26</u>	Pay Dates
	<u>pays</u>	<u>pays</u>	
*first contract payment	1	1	September 16, 2011
	2	2	September 30, 2011
	3	3	October 14, 2011
	4	4	October 28, 2011
	5	5	November 11, 2011
	6	6	November 23, 2011
	7	7	December 9, 2011
	8	8	December 23, 2011
	9	9	January 6, 2012
	10	10	January 20, 2012
	11	11	February 3, 2012
	12	12	February 17, 2012
	13	13	March 2, 2012
	14	14	March 16, 2012
	15	15	March 30, 2012
	16	16	April 13, 2012
	17	17	April 27, 2012
	18	18	May 11, 2012
	19	19	May 25, 2012
	20	20	June 8, 2012
*last payment for 21 pay contracts	21	21	June 22, 2012
		22	July 6, 2012
		23	July 20, 2012
		24	August 3, 2012
		25	August 17, 2012
*last payment for 26 pay contracts		26	August 31, 2012

SCHEDULE G Benefits Explanation

Item/Service	Base Plan		Alternative 2 Plan		Alternative 1 Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible, Coinsurance and Maximums						
Deductible	\$100 Member \$200 Family	\$250 Member \$500 Family	\$250 Member \$500 Family	\$ 500 Member \$1,000 Family	None	\$ 250 Member \$ 500 Family
Coinsurance	90%	70%	80%	60%	100%	80%
Annual Out-of-Pocket Maximum	\$500 Member \$1,000 Family	\$1,500 Member \$3,000 Family	\$1,000 Member \$2,000 Family	\$3,500Member \$7,000 Family	None	\$2,000 Member \$4,000 Family
Lifetime Maximum	Unlimited					
Preventive Services**						
Health Maintenance Exam	100% one per calendar year	Not Covered	100%, one per calendar year	Not Covered	100%, one per calendar year	Not Covered
Annual Gynecological Exam	100% one per calendar year	Not Covered	100%, one per calendar year	Not Covered	100%, one per calendar year	Not Covered
Pap Smear Screening (Lab Services Only)	100% one per calendar year	Not Covered	100%, one per calendar year	Not Covered	100%, one per calendar year	Not Covered
Well-Baby and Child Care	100% 6 visits, birth through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per birth year, 48 months through age 15	Not Covered	100% 6 visits, birth through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per birth year, 48 months through age 15	Not Covered	100% 6 visits, birth through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per birth year, 48 months through age 15	Not Covered
Immunizations ** (subject to change based on final HCR interpretation/rulings)	100%	Not Covered	100%	Not Covered	100%	Not Covered
Mammography Screenings						
Mammography	100%,	70% after deductible	100%	60% after deductible	100%	80% after deductible
	One per calendar year, no age restrictions		One per calendar year, no age restrictions		One per calendar year, no age restrictions	
Physician Office Services						
Office Visits, including Specialist Visits	\$20 copay	70% after deductible, must be medically necessary	\$20 copay	60% after deductible, must be medically necessary	\$10 copay	80% after deductible, must be medically necessary

Item/Service	Base Plan		Alternative 2 Plan		Alternative 1 Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Medical Care						
Emergency Room	\$75 copay, waived if admitted or for an accidental injury		\$75 copay, waived if admitted or for an accidental injury		\$75 copay, waived if admitted or for an accidental injury	
Urgent Care Center	\$20 copay	70% after deductible, must be medically necessary	\$20 copay	60% after deductible, must be medically necessary	\$20 copay	80% after deductible, must be medically necessary
Ambulance Services	100%, must be medically necessary		80%, must be medically necessary		90%, must be medically necessary	
Diagnostic Services						
Diagnostic Tests, Lab & X-Ray	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Maternity Services Provided by Physician						
Pre-Natal and Post-Natal Care	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Delivery and Nursery Care	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Hospital Care						
In-patient Physician and Nursing Care, Hospital Services and Supplies	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Outpatient Facility Services	90% after deductible	70% after deductible, must be medically necessary	80% after deductible	60% after deductible, must be medically necessary	100%	80% after deductible, must be medically necessary
Mental Health Care and Substance Abuse Treatment						
Inpatient Mental Health Care	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Inpatient Substance Abuse Care	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Outpatient Mental Health Care**	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
Outpatient Substance Abuse Care – in approved facilities only**	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100%	80% after deductible
**Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.						
Other Services						
Allergy Testing and Therapy	100%	70% after deductible	100%	60% after deductible	100%	80% after deductible
Chiropractic Spinal Manipulation	\$20 copay	70% after deductible	\$20 copay	60% after deductible	\$20 copay	80% after deductible
	Up to 24 visits per calendar year		Up to 24 visits per calendar year		Up to 24 visits per calendar year	
Annual HRA Contribution						
Single	\$350		\$350		\$0	
Two Person	\$550		\$550		\$0	
Family	\$750		50		\$0	



Blue Preferred[®] Rx Prescription Drug Coverage
with \$5 Generic / \$35 Brand Name Fixed Dollar Copay
Benefits-at-a-Glance (with opt-out Rider XBPPE*)
Rochester Community Schools #67447/000/004/006/007/008/009/024
026/028/029/036/038/039

This is intended as an easy-to-read summary and provides only a general overview of your benefits. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

Note: The mail order pharmacy for **specialty drugs** is Option Care, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-515-1355.

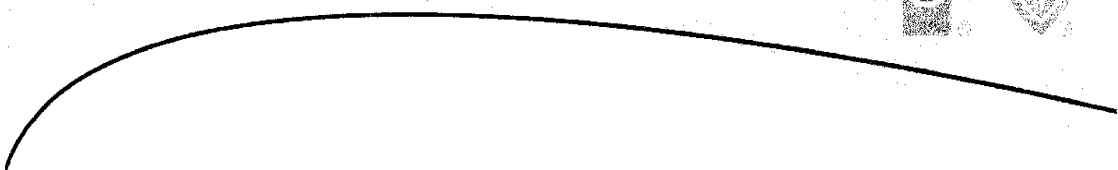
	Network pharmacy	Non-network pharmacy
Member's responsibility (copays)		
Generic drugs	\$5 for each drug	\$5 for each drug plus 25% of the BCBSM approved amount for the drug
Brand name drugs	\$35 for each drug	\$35 for each drug plus 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> • \$5 for each generic drug • \$35 for each brand name drug 	No coverage

Covered services		
"Rx only" drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

Note: A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

* The pharmacy opt-out Rider XBPPE amends prescription drug coverage to exclude benefits for certain over-the counter drugs and eliminate authorization requirements for select prescription drugs, and dosages and quantities of drugs.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



Additional coverage:

<p>Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices Rider PD-CM, prescription contraceptive medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and "Rx only" oral or injectable contraceptive medications. Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>
<p>Rider XBPPE, exclude coverage for select over-the-counter drugs; dosage and quantity limits</p>	<p>Excludes certain over-the-counter drugs & eliminates authorization requirements for select prescription drugs, dosages & quantities of drugs. A list of drugs that may have quantity and/or does limits is available at BCBSM.COM web site.</p>
<p>PRX-MM, mandatory MAC Program</p>	<p>Requires the member to pay the difference between the cost of the brand name drug and the BCBSM approved amount for the generic equivalent drugs, plus the member's copay.</p>
<p>Rx90 with ASC Mod. #5200, prescription drug 90 –day supply</p>	<p>Expands retail coverage of prescription drugs to include 84 to 90-day supplies (prescriptions with days supply between 35 to 83-days are no covered via retail), subject to one member copay. Requires all retail 90-day supplies of medication be obtained from a "90-Day Retail Network" provider. NOTE: Also your plan removes the medication restriction "member must have been on the medication for at least 60 days out of the previous 120 days before being eligible for the 90-day supply provision,"</p>

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached between the Rochester Community Schools Board of Education and the Rochester Education Association concerning the implementation of the Michigan Department of Education Virtual Learning Alternatives.

1. Teachers will be selected only on a voluntary basis for the positions of on-site teacher mentors. If there is more than one volunteer for a virtual course position, a teacher will be chosen based upon seniority, certification, technological facilities, and scheduling logistics.
2. A certified on-site teacher mentor will receive five hundred dollars (\$500.00) for the first student of each virtual course he/she is mentoring. Also, an on-site mentor shall receive one hundred fifty dollars (\$150.00) for each additional student assigned to that same virtual course.
3. Students taking a virtual course shall not be counted in the provisions of Article 9 – Class Size.
4. Mentoring of students for a virtual course shall not constitute an additional classroom preparation.
5. The school administrators will continually monitor the number of students taking virtual courses to determine the feasibility of creating a section of that course in their school's master schedule.

For the Association

Catherine Perini Korreck, sgd
President

For the Board

Lori Ekelman, sgd
Director of Human Resources

April, 2007

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached between the Rochester Community Schools Board of Education and the Rochester Education Association concerning the implementation of the Rochester Distance Education Regulation effective for the 2006-2007 school year and thereafter.

1. Certified teachers will be selected only on a voluntary basis for the positions of Distance Education Instructional Teachers. If there are no volunteers for a particular course, then that course will not be offered through distance education.
2. The instructional teacher shall be responsible for the planning and presentation of the video lessons. Presentations shall be made from the instructional teacher's home school. However, full day substitute teachers will be provided so the instructional teacher can make video presentations from the remote sites once during each semester. The total maximum class size for each Distance Education Class shall be twenty-six (26) students, including a maximum of seven (7) students assigned at any remote site. Section 9.03 concerning overloads will be applicable at the secondary rate of payment with a cap of no more than two (2) additional students.
3. Each remote high school Distance Education room of two (2) or more students will be staffed by a para educator during the periods of student instruction. These para educators will supervise the students at the remote sites and assist with course materials. If a remote high school Distance Education room has only one (1) student, the responsibility for supervising that student and assisting him/her with course materials will be assigned to a non-REA Rochester Schools employee. When the instructional teacher is absent from class, a qualified non-REA Rochester Schools employee will be made available to run the equipment for the substitute teacher.
4. It is an expectation that each high school administration will establish as a priority each Distance Education Instructional Teacher being assigned his/her individual preparation period immediately prior to the Distance Education class or immediately after if the Distance Education class is first period.
5. World Languages Distance Education courses must have access to the Audio Portfolio software, the Express Lab software, or a comparable mutually agreeable support system.
6. There shall be a telephone, a document camera, a printer, a fax machine and VHS and DVD access in each of the high school Distance Education rooms. Classroom facilities will include the ability to control the remote cameras for directional and zoom purposes.
7. The District will provide a minimum of seven (7) computers in the classrooms for student use in the Distance Education program. Each site will be equipped with exactly the same texts and course materials. Each site will have access to "Blackboard" or similar platforms to facilitate conversations between students and teachers. A daily courier system will be made available for the teachers.
8. Any necessary mileage to be traveled between buildings will be paid quarterly according to Section 29.12.

9. Each first-time Distance Education Instructional Teacher shall receive a two percent (2%) stipend according to Schedule C for participating in three (3) days training on the Rochester video/communication equipment and in classroom instruction, prior to the initiation of the class. At the teacher's or district's request, release time for an additional two (2) days of training will be provided during the semester. Also, upon mutual agreement, individual teachers may make arrangements for additional training.
10. Each Distance Education Instructional Teacher shall receive a one percent (1.0%) stipend per semester according to Schedule C for presenting Distance Education instruction.

For the Association

For the Board

Catherine Perini Korreck, sgd
President

Lori Ekelman, sgd
Director of Human Resources

April, 2007

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement between the Rochester Community Schools Board of Education and the Rochester Education Association as indicated below:

1. The positions of Teacher Leaders will be established from the professional learning communities for grade level subject areas at the middle school level.
2. The teacher leaders shall:
 - Plan agenda and facilitate grade level subject area meetings.
 - Review curriculum and develop pacing guides.
 - Collaborate with other middle school teacher leaders to create common benchmark assessments and revise them with grade level subject area teachers prior to their administration.
 - Collect and analyze data from the common benchmark assessments, facilitate group discussions for determining target areas, and identify strategies to improve student learning.
 - Communicate with curriculum coordinators and administrators as needed.
3. The Teacher Leader program will be reviewed annually by the representatives of both parties.
4. For the 2006-2007 school year each Teacher Leader will be released up to three (3) days for training and the initial development of the Curriculum Pacing Guide.
5. Beginning in the 2007-2008 school year each Teacher Leader shall receive an annual stipend of five hundred dollars (\$500.00).
6. The positions of Teacher Leaders will be posted.
7. There shall be no comparison of classroom assessment results reflected on any teacher's evaluation or provided to any parents.
8. The use of any allocated Schedule E calendar professional development time must be approved by the PDPC per section 39.01 of the Master Agreement.

The undersigned, by affixing their signatures hereto acknowledge this agreement between the Rochester Community Schools Board of Education and the Rochester Education Association.

For the Association

Catherine Perini Korreck, sgd
President

For the Board

Lori Ekelman, sgd
Director of Human Resources

April, 2007

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED between the Rochester Community Schools (“the School District”) and the Rochester Education Association (“the Association”) as follows:

The parties hereby establish a Committee comprised of four (4) administrators appointed by the School District, the Association President (or his designee), and three (3) teachers appointed by the Association President. These appointments will be made by October 1, 2010.

The Committee will engage in bargaining regarding the implementation of Sections 1249 and 1250 of the Michigan School Code, with the expectation it will have such an agreement by January 14, 2011.

Any agreement of the Committee is subject to ratification by the Association membership and the School District’s Board of Education.

Lori Ekelman, HR Director Date

Douglas T. Hill, REA President Date

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