

3774

6/30/99



Master Agreement  
between the  
Rochester Community Schools Board of Education  
and the  
**Rochester Administrators Association**

1997/98

1998/99

*Rochester Community Schools*



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**PREAMBLE**

This Agreement made and entered into during **July, 1997** by and between the Board of Education of the Rochester Community School District, Rochester, Michigan, hereafter, referred to as the "Board" and the Rochester Administrators' Association, hereafter 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 and 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, its executives, and the Association.

**ARTICLE I  
RECOGNITION**

- A. By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the Administrators in the District, the Board hereby recognizes the Association as the official negotiating agent for all administrators under contract by the District. The Association shall, upon request, submit to the Board of Education a list of active members of the Association.
- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Administrator shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any administrator in the enjoyment of any right covered by Act 379 of the Public Acts of 1965; laws of the State of Michigan and the United States; that it will not discriminate against any administrator 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.
- C. **DEFINITIONS**
- In the application and interpretation of the provisions of this Agreement, then the following definitions shall apply:
1. **BOARD** shall mean the Board of Education of the Rochester Community Schools.
  2. **DESIGNEE** and **EMPLOYER** shall mean the executive office administrators and **EXECUTIVE ADMINISTRATORS** shall mean the Superintendent, Assistant Superintendents, Executive Director of Human Resources and other members of the executive administrative group as intended within the meaning of Act 379.
  3. **ADMINISTRATOR** shall mean employees included in the Bargaining unit, as set forth below.
- D. The Board recognizes the Rochester Administrators' Association as the exclusive representative of all employees whose positions are in the bargaining unit, such recognition is for the purpose of negotiations pursuant to Act 379 of the Public Acts of 1965 as amended. A disagreement over representation of positions yet to be created or over the right of administrators now employed to belong to the Association shall be resolved by appeal to the Michigan Employment Relations Commission.
- E. The Board agrees not to negotiate with any administrative organization other than the Association for the duration of this Agreement.

**RECOGNITION (cont.)**

- F. The Association recognizes that except as limited by the terms of the Agreement, the Board shall retain all rights and power to establish policy for the Rochester Community Schools, and to direct its employees.
- G. The following professional employees holding valid teaching certificates, issued by the State of Michigan, and who possess an administrative contract for 50% or more of the employee's contract with the Board shall comprise this unit. Currently these positions are:

High School Principals  
Middle School Principals  
Elementary School Principals  
High School Assistant Principals (12 mo.)  
High School Assistant Principals (10.5 mo.)  
Middle School Assistant Principals  
Elementary School Assistant Principals  
Director of Instructional Services  
Director of Community Services  
Director of Educational Technology  
Director of Curriculum and Program Development  
Director of Student Services  
Director of Testing  
Associate Principal at ACE

The Association shall exclude Executive Administration and all employees not specifically included.

**ARTICLE 2**  
**WAIVER CLAUSE**

- A. 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 understandings 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 Association for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall 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 within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Matters of mutual concern may be subject to negotiation during the period of this Agreement upon the written request and mutual agreement of both parties.

**ARTICLE 3**  
**BOARD RIGHTS AND RESPONSIBILITIES**

- A. 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 and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but not limited to the following:
1. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional work of its employees;
  2. To hire all employees and, subject to the provisions of this contract and of the law, to determine their qualifications; and the conditions for their continued employment, or their dismissal or demotion; and to promote, transfer and lay off all such employees as stipulated in this agreement;
  3. 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;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind;
  5. To implement a program of evaluation that will provide an objective assessment of each administrator's performance;
  6. To initiate and carry out the means of obtaining financial support for the School District;
  7. To grant or deny tenure to administrators;
  8. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement;
  9. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein;
  10. Adopt reasonable rules and regulations;
  11. Determine the financial policies, including all accounting procedures;



**RIGHTS AND RESPONSIBILITIES (cont.)**

12. Determine the number of administrative personnel, their functions, authority, amount of supervision and table of organization, provided that the Board/Employer shall not abridge any right of employees as specifically provided for in this Agreement;
  13. Determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon lawful criteria;
  14. To establish in-service, workshops or conferences for administrators and to expect their attendance at these activities;
  15. The Board/Employer may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees;
  16. The Board/Employer shall continue the right to determine and redetermine job content consistent with the terms of this Agreement;
  17. All parties recognize that the fiscal capacity of the School District is predicated solely upon taxes and other public funds which could require the Board/Employer to extend or curtail any or all services presently provided.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the United States.
- C. Nothing contained herein shall 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.
- D. The listing of specific management rights in this Agreement is not intended to be nor shall it be, restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

**ARTICLE 4**  
**ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association shall have the privilege of using school buildings, when available, and in conformance with Board policy for meetings provided that when special custodial service is required the Board may make a customary charge therefore. Prior permission for the use of school facilities must be obtained from the Superintendent.
- B. The Board agrees to furnish, within a reasonable time, information requested by the Association concerning the finances of the District in addition to information required to be furnished under the Freedom of Information Act and/or the Public Employment Relations Acts.
- C. The Association may use school equipment, including typewriters, ditto machines, other duplicating equipment normally available to administrators and audio-visual equipment at reasonable times when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with approval of the Superintendent. The Association recognizes that all equipment in a building is ultimately the responsibility of the Superintendent.
  - 1. The use is to service the legitimate business of the Association, such as of records, notices, correspondence, etc.
  - 2. Supplies, in connection with such equipment use will be furnished or paid for by the Association.
- D. Administrators shall have the privilege to have payroll deductions for the following items;
  - 1. Tax-sheltered annuity (from mutually agreed companies)
  - 2. Credit Union
  - 3. United Fund Foundation
  - 4. Savings Bonds
  - 5. Other deductions approved by the Board
  - 6. Association Dues
  - 7. Universal Life
  - 8. Section 125
  - 9. Long Term Care
- E. The Association may use the inter-school communication services for the purpose of transmitting and/or distributing official organizational materials.
- F. Any expenses incurred by the Board of Education in performing Association business shall be reimbursed within a ten-day period after billing.
- G. All Association materials intended for display on any property under the management of the Board must be approved and signed by the Superintendent before display.

**ASSOCIATION RIGHTS AND RESPONSIBILITIES (cont.)**

- H. The Association shall be granted a total of five (5) Association days per school year without loss of pay for conducting Association business including, but not limited to, attendance at Association meetings. In addition, up to ten (10) days may be taken each school year by members of the Association. These days will be deducted from the Rochester Administrators' Association sick bank.
- I. The Association agrees to represent equally all members of the bargaining unit without regard to membership or participation in association with the activities of the Union or any other union organization; and to continue to admit members of the bargaining unit to membership without qualification other than payment of dues and employment with the Rochester Community School District.
- J. The Association agrees to continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, marital status, or sex and to represent them without regard to their participation in the affairs of other educational organizations. The Board agrees to continue its policy of non-discrimination against any Administrator on the basis of race, creed, color, age, national origin, marital status, sex, or membership in or association with the activities of any professional education organization.

**ARTICLE 5**  
**ADMINISTRATOR RIGHTS & RESPONSIBILITIES**

A. Nothing contained herein shall be construed to deny or restrict to any Administrator such rights provided him/her under the Michigan General School Laws or other applicable laws and regulations. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided citizens of this state.

**B. INDIVIDUAL CONTRACTS**

1. It is agreed that each Administrator employed by the District who has served two (2) one (1) year probation period contracts shall be offered a two (2) year contract. The two (2) year contract will be extended annually.

Exceptions to renewal shall be based on:

- a. an Administrator's failure to effectively redress an unsatisfactory evaluation, or
  - b. reduction in work force, or
  - c. disciplinary action.
2. The timing of the Board's intent to renew or not renew contract will be consistent with the state school code.
3. Administrators who have successfully completed their tenure probationary period shall be granted tenure as teachers but not as Administrators.
- a. Individual contracts of employment shall expressly deny the granting of tenure in the administrative capacity.
  - b. Furthermore, no provision of this Agreement shall be construed to grant tenure in administrative capacity.
4. Any Administrator who is assigned as a teacher, whether voluntarily, involuntarily, or through administrative layoff shall have all the rights and privileges afforded to teachers.

**C. STAFF SELECTION AND ASSIGNMENT**

1. Each Administrator shall have the right to accept or reject the opportunity to interview and make recommendation to the Human Resources Office for all personnel, certified and non-certified, being assigned or considered for assignment to his/her building, program or department.

**ADMINISTRATOR RIGHTS & RESPONSIBILITIES**  
**STAFF SELECTION AND ASSIGNMENT (cont.)**

2. Each building principal, director and/or supervisor shall have the right to determine internal building, program or department assignments subject to final approval of the Superintendent.
3. All personnel assigned to a building administrator shall be directly responsible and accountable to that building administrator(s) as well as to the supervisor of the department or program.

**D. COMPLAINTS**

1. Formal complaints by a citizen directed toward an Administrator shall be called to the Administration's attention within a reasonable amount of time. The Administrator will be kept progressively informed as to the disposition of the complaint. The Administrator will have the opportunity to provide a written response to any record which is made of the complaint, if such a record is retained.
2. If an Administrator has a legal complaint lodged against him/her as a result of any legal action within his/her jurisdiction, the Board shall provide legal counsel and render assistance deemed necessary by the Superintendent for the protection of the Administrator. The Board shall arrange for and maintain appropriate insurance to cover all such liability. This provision shall not apply to actions alleging criminal complaints not within the scope of the Administrator's responsibility.
3. Time lost by an Administrator in connection with a complaint or suit, as mentioned in this Article, shall not be charged against the Administrator.

E. Administrators will be reimbursed for attending approved county, state or national conferences. Reimbursement will be made in accordance with Board policy and upon the submission of expense voucher and receipts.  
(See Administrative Regulation 3240.2 - Administrative Conferences)

F. An Administrator shall be entitled to have a representative of the Association present when he/she is being reprimanded or disciplined by any member of the Administration for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the administrator unless a representative of the Association has been notified to be present at a designated conference.

G. Administrators are expected to relate the objectives, interpret the efforts of the District, the decision of the Board and its executive administration to the staff and community in a positive manner and with conviction. Consistent with this expectation, the Board and the Executive Administration will make a reasonable effort to involve middle management in the decision making process.

**ADMINISTRATOR RIGHTS & RESPONSIBILITIES**  
**STAFF SELECTION AND ASSIGNMENT (cont.)**

- H. Each Administrator shall have the right upon request, to review the contents of his/her own personnel file. The Administrator must make an appointment with the Superintendent/designee in order that an employee of the Department will be present when the Administrator inspects his/her file. A representative of the Association may, at the Administrator's request, accompany the Administrator in this review. Privileged information, such as confidential credentials, and related personal references normally sought at the time of employment are specifically exempted from review.

**Article 6**  
**WORKING CONDITIONS**

- A. The administrative positions included in this contract are full-time positions unless otherwise indicated.
- B. Job descriptions for all administrative positions will be developed and maintained. Changes to these job descriptions will be made only with the involvement of the affected administrator. Major changes in a job description will be made after consultation with the Association.
- C. The Board of Education will provide each administrator with the necessary support and resources to complete the tasks as stipulated in the job descriptions.
- D. Both parties agree that a work day for administrators fluctuates in response to needs dictated by job descriptions. Occasional evening work for parent conferences, open house, orientations and other necessary functions is a normal, accepted part of the work day.

Compensatory time may be approved by the supervising administrator for an administrator who works hours that are in excess of the normal requirements as listed on the job description. If approved by the supervising administrator, compensatory time may be used at any time, including the last scheduled work day immediately before and/or the first scheduled work day immediately after any holiday or vacation period.

It is understood that the compensatory time is approved in advance of its use by the immediate supervisor. There is no appeal of the supervising administrator's decision.

- E. Both parties also agree that the administrators willingness to spend extra time should be balanced by the employer's moderation in assigning tasks which require extra time.

**ARTICLE 7**  
**ASSIGNMENT AND TRANSFER**

**A. TRANSFERS**

A transfer is the movement from one administrative position to another administrative position within the Association.

**B. VOLUNTARY TRANSFERS**

1. Any Administrator shall be given an opportunity to seek a transfer and shall receive consideration for another administrative position.
2. Any Administrator who desires a transfer shall submit his request in writing to the Superintendent no later than two weeks after the official notice of resignation, retirement, etc.
3. Administrators submitting such a transfer request shall be interviewed by the Superintendent/designee and/or the immediate supervisor of the position to be filled.
4. Any Administrator may file with the Superintendent a general letter of request for transfer within the Association to be considered should a position become vacant.

**C. INVOLUNTARY TRANSFERS**

Prior to a decision involving the change in assignment of an Administrator, a conference will be held between the Administrator and a representative of the Association if requested, and the Superintendent and/or his/her designee.

**D. APPOINTMENT TO ADMINISTRATIVE POSITIONS**

1. Vacancy notice for all known vacancies will be posted by the Board. Administrators wishing to apply for any posted vacancies, who meet the qualifications, may do so as indicated on the notice of vacancy. Copies of such postings will be provided to the Association president. Notice of vacancies during the summer will be sent to Administrators who request them from the Department of Human Resources.
2. All Administrative vacancies shall be posted for a period of ten (10) work days during the school year and fourteen (14) calendar days during the summer.
3. No vacancy shall be filled, except on a temporary basis, until the expiration of the posting period.
4. Any new stipend position created by a job realignment will be posted for RAA members for a period of ten working days.



**ASSIGNMENT AND TRANSFER (cont.)**

**E. REASSIGNMENT**

1. Reassignment shall mean the movement to a position outside the Association.

**2. VOLUNTARY REASSIGNMENT**

- a. Any Administrator shall have the right to equal consideration for reassignment to any position within the District.
- b. A request for voluntary reassignment by an Administrator shall be submitted in writing to the Superintendent.
- c. The Administrator requesting such reassignment shall be interviewed by the Superintendent/designee prior to the Superintendent's response to such request.
- d. Responses to requests for voluntary reassignment shall be in writing prior to the awarding of the position.

**3. INVOLUNTARY REASSIGNMENT**

- a. Involuntary reassignment is the movement of an Administrator in the Association to the position of tenured teacher.
- b. When an involuntary reassignment is contemplated, the Association and the Administrator being considered for such reassignment will receive a written explanation for the need of the reassignment in advance of its taking effect. Such notice shall provide not less than ten (10) working days during which the Administrator and Association shall be provided the opportunity to meet with the Superintendent to discuss and review the necessity for such reassignment.
- c. Involuntary assignment shall occur due to
  - 1) reduction in staff
  - 2) unsatisfactory evaluation
  - 3) other reasons as determined by the Superintendent

**F. CERTIFICATION**

- 1. The Association recognizes that each Administrator must assume the responsibility of filing his/her valid Michigan teaching and administrative certificate or other documents indicating same with the Department of Human Resources. Each Administrator must also file with the Department of Human Resources transcript of credits.

**ASSIGNMENT AND TRANSFER (cont.)**

**G. RESIGNATION**

Administrators who are leaving the District, or are contemplating leaving the District have an ethical responsibility to report this at the earliest possible date. This early reporting will enable the Board to obtain the best possible replacement for the following year. It is expected that a written notice of resignation be given to the Board not later than the first of March, if feasible.

**ARTICLE 8**  
**REDUCTION IN STAFF**

- A. The Board shall carry out reductions of force in accordance with Michigan statutes and the rules and regulations of the Michigan Department of Education, and the same shall be subject to the first three levels of the Grievance Procedure only, and in no event subject to arbitration.
- B. When the Board determines that a reduction in the number of Administrators must be made, it shall be made on the basis of the needs of the District and the needs of the students.
- C. Should it become necessary to reduce the number of Administrators employed and there should be more than one administrator in the same job classification (i.e., high school principal, middle school principal, elementary school principal, director, secondary assistant principal, assistant director) the administrators in the reduced classification will be laid off by District administrative seniority. A principal, or a director who has been an assistant principal for the Rochester Community Schools (for one year or more) may bump an assistant principal if the principal or director has more seniority. A seniority Director or Assistant Director whose position is eliminated will be placed into an administrative classification.
- D. Seniority shall be based on years of service since the current hire date as an Administrator.
- E. Administrators laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years and shall be recalled to the first opening for which they are qualified in reverse order of their layoff.
- F. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said Administrator, at his/her last known address. The Administrator's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the Administrator. If an Administrator fails to report to work within thirteen (13) days from date of mailing of the recall, unless an extension is granted in writing by the Board, said Administrator shall be considered as a voluntary quit. The individual's employment contract and any other employment relationship with the Board shall be deemed terminated. Transfer requests will be processed prior to recall requests.
- G. Each Administrator is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer in writing of his/her change of address.
- H. Seniority will continue to accrue while an Administrator is on layoff.
- I. The Board's obligation to pay salary or fringe benefits pursuant to provisions of this Master Agreement for any laid off Administrator's individual or supplemental contract of employment, as well as all benefits under this collective bargaining agreement, shall terminate at the end of the individual's contract. If a layoff extends beyond two years, the Board has no further obligation to recall such Administrator.

**ARTICLE 9**  
**ADMINISTRATIVE EVALUATION**

- A. Evaluation is the process of assessing an Administrator's performance by using a Board approved evaluation instrument cooperatively developed by the Association and Superintendent. This evaluation instrument will be compatible with job descriptions which will also be cooperatively developed. The purpose of evaluation is the identification of strengths and weakness(es) in an attempt to improve job performance.
  
- B. Evaluation is performed yearly by each administrator's immediate supervisor in accordance with the approved evaluation instrument.
  
- C. Signing of evaluation reports by the Administrator does not necessarily indicate agreement with the report. Signing indicates that the Administrator has been made aware of its contents and has received a copy of said report. Administrators shall be provided the opportunity to attach their part of the report. Contents of the evaluation shall not be subject to the grievance procedure.

**ARTICLE 10**  
**LEAVES OF ABSENCE WITHOUT PAY**

- A. Administrators must be employed a year before they are eligible for a leave of absence.
- B. A leave of absence of up to one (1) year may be granted to any Administrator, upon application, for the following reasons:
  - 1. Participating in the Peace Corps, Teacher Corps, or other exchange program approved by the Board
  - 2. Military service
  - 3. Maternity, paternity, or adoption, parental, or spousal care
  - 4. Graduate study
  - 5. Other reasons as approved by the Board
- C. An Administrator on a leave of absence will return to the first position available for which the Administrator is certified and qualified. It is fully understood that it may not be possible to immediately return the Administrator to an administrative position.
- D. Leaves of absence may be requested for up to one year of duration.
- E. An Administrator may request an extension of any leave covered in this Article for a period not to exceed one (1) additional year.
- F. All leaves of absence (excluding military) are without pay or advancement on the salary schedule receiving full increments up to the time of the leave, but not during said leave.
- G. It is agreed that the use of leave days as described above will be strictly confined to the legitimate purpose described in this Article and not be counted as a year of service for seniority.
- H. A leave of absence may be cancelled if mutually agreeable to the employee and the Board of Education.
- I. It is the responsibility of said Administrator 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. If the Administrator does not comply with this section, he will be deemed a voluntary quit.

**ARTICLE 11**  
**SABBATICAL LEAVES**

- A. Sabbatical Leaves of absence may be granted to members of the Rochester Administrators Association bargaining unit of the Rochester Community School District. The granting of such Leave is subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools, when in their considered judgment the professional competence of the staff member and the general welfare of the public schools will be benefited.
- B. The rules and regulations of the Rochester Sabbatical Leave Program are authorized and shall be interpreted in accordance with the following Michigan Statutory Provisions and any amendments thereto:
1. Any Board, after an Administrator has been employed at least seven (7) consecutive years by the said Board and at the end of each additional period of seven or more consecutive years of employment, may grant said Administrator a Sabbatical Leave for professional improvement for not to exceed two (2) semesters at any time; provided that the Administrator holds legal certification. During said Sabbatical Leave, the Administrator shall be considered to be in the employ of the said Board, shall have a contract, and may be paid compensation as provided in the rules and regulations of said Board; provided, however, that said Board shall not be held liable for death or injuries sustained by the Administrator while on Sabbatical Leave.
  2. Administrators on Sabbatical Leave shall be allowed credit toward retirement for time spent on such Leave in accordance with rules and regulations established by the Board of Control of public school employees' retirement funds.
  3. An Administrator, upon return from a Sabbatical Leave, shall be restored to his/her administrative position or to a position of like nature, seniority, status, and pay. Said Administrator shall be entitled to participate in any benefits that may be provided for by rules and regulations of the Board pursuant to law (Sec. 235, School Code of 1976, - Mich. Comp. Laws 1970, 380.1235).
- C. Any certified administrative employee of the Rochester Community School District who meets the qualifications shall be eligible to apply for Sabbatical Leave. A professional certified administrative employee may apply for Sabbatical Leave subject to the following conditions and requirements:
1. Applicant must have completed seven (7) consecutive years of satisfactory service as a full-time employee in the Rochester Community School District.
  2. Subsequent Sabbatical Leave may be authorized after eligibility has been re-established by service of an additional seven (7) consecutive years of satisfactory service as a full-time employee.
  3. A maximum of two (2) semesters per year, not to exceed one (1) member of the administrative staff, may be granted Sabbatical Leave each year.

**SABBATICAL LEAVES (cont.)**

4. 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.
  5. As a condition of receiving final approval for a Sabbatical Leave, a staff member shall file with the Secretary of the Board of Education a written agreement stipulating that he/she will remain in the service of the Rochester Community Schools for a period of three (3) years after the expiration of said Leave.
  6. No professional employee will be granted more than two (2) school years of Sabbatical Leave (equivalent to a maximum total of eighty (80) weeks) and a minimum of seven (7) years must elapse before the first and second leave. (See the following sections for conditions governing default of this Agreement.)
- D. The following additional conditions shall prevail with reference to applications for Sabbatical Leave.
1. Approval of a Sabbatical Leave by the Board of Education shall be contingent upon securing an employee qualified to assume the applicant's duties.
  2. 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 Superintendent and the Board of Education.
  3. The Board of Education reserves the right to reject any or all requests for Sabbatical Leaves of Absence. (In the event of rejection, the applicant shall be advised as to the reasons for such action.)
  4. Application for a Sabbatical Leave shall be made in writing **not later than March 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 School District. Said application shall contain a detailed analysis of the program the individual Administrator plans to pursue during his/her absence. No changes in this program shall be made without the consent and knowledge of the Superintendent.
  5. In determining his/her recommendation on requests for Sabbatical Leave, the Superintendent will consider the following items:
    - a. The extent of the applicant's professional study, growth, contributions and successful service during the preceding seven years.
    - b. The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

**SABBATICAL LEAVES (cont.)**

- c. Potential benefit to the District.
- d. Length of period of uninterrupted service in the Rochester Community Schools.
- e. Order in which applications are received.

**E. Requirements and status while on Sabbatical Leave are defined as follows:**

- 1. The compensation for the staff member on Sabbatical Leave shall be one-half (1/2) of the Administrator's base salary he/she would receive if on active staff status for the period in which the Leave is effective.
- 2. Payment of salary to a staff member on Sabbatical Leave shall be made in accordance with the provisions of the Board for payment of salary to the members of the professional staff.
- 3. A term of Sabbatical Leave shall entitle an employee 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.
- 4. A Sabbatical Leave granted to a regular employee of the professional staff shall also operate as a leave of absence without pay from all other school activities.
- 5. Payment of hospitalization for the staff member on Sabbatical Leave will be in accordance with School Board Policy of the active staff status for the period in which the Leave is effective.

**F. Sabbatical Leaves will be granted for the following purposes:**

- 1. For work on advanced degree.
- 2. Independent research which must be under the supervision of the School District or an accredited college or university.
- 3. Any other reasons, such as travel or writing, must be approved by the Superintendent.

**G. An employee on Sabbatical Leave shall furnish as many reports as the Superintendent deems necessary or reasonable to determine that the employee is fulfilling the Agreement and all the requirements of the leave. In the events that the Superintendent will find the employee is not fulfilling the Agreement or is dilatory in any respect, the entire sum paid to the employee by the Board shall become due and all future payments shall cease. An employee shall not be considered as having completed the requirements of the Sabbatical Leave until a final report has been approved by the Superintendent.**



## **SABBATICAL LEAVES (cont.)**

At his/her discretion, the Superintendent may require proof that the program as outlined by the applicant has been followed. When approved by the Superintendent, these final reports shall be transmitted to the Board of Education.

### **H. Status upon returning from Sabbatical Leave.**

1. At the expiration of a Sabbatical Leave, highest consideration will be given to restore returned employee to original or comparable position.
2. Each applicant must agree to return to service in the Rochester Community School District immediately upon termination of Sabbatical Leave and to continue in such service for a period of three 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 shall stipulate that the failure of the Administrator to provide such service shall result in the obligation to reimburse the District a proportional part of the salary paid to him/her during Sabbatical Leave determined by the fraction of the three 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 of Education.

### **I. Miscellaneous:**

1. Sabbatical Leave will be automatically terminated should the grantee be placed upon a probationary academic status by his/her college or university.
2. The professional employee on Sabbatical Leave shall not accept outside employment while on such Leave, which will interfere with his/her planned program.
3. During the Sabbatical Leave, the Administrator shall not be allowed to hold any full-time, paid position. However, this section shall not be construed to deny any administrator the right to fellowships, grants-in-aid, or other scholastic stipends.
4. Seniority will continue to accrue while the Administrator is on Sabbatical Leave.

**ARTICLE 12**  
**LEAVES OF ABSENCE WITH PAY**

- A. All Administrators regularly employed by the District shall be allocated thirty (30) sick days at the beginning of the contract year. Sick leave is not cumulative. Accumulated sick leave which has been recorded in individual personnel files may be used if the thirty (30) days of sick leave are exhausted.
- B. In the event of illness of an Administrator for five (5) days or more, the Board may require a doctor's verification of illness.
- C. Sick leave is defined to mean absence of the Administrator because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine from such disease.
- D. The Board may require any employee to submit to a physical, psychological or psychiatric examination. If the choice of the examiner is not agreeable to both the Board and the Administrator involved, the Board and Administrator shall mutually agree to a qualified examiner from a list of three provided by the Board. The cost of this (these) examinations will be paid by the Board.
- E. All Administrators may use sick leave for 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 used each year for death in the immediate family or of a close relative. Such leave will be charged against the employee's sick leave. A maximum of five (5) sick leave days may be used for illness in the immediate family.
- F. Upon approval of the Superintendent of 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 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.
- G. Leaves of absence with pay but not chargeable against the Administrator's sick leave shall be granted for the following reasons:
  - 1. The School District shall pay any employee called for jury duty the difference between the amount received from jury duty and the regular payroll amount if either the employee of the Superintendent is unable to have the employee excused from this duty.
  - 2. Court appearance as a witness in any case connected with the Administrator's employment by the school, or whenever the Administrator is subpoenaed to represent the Rochester Community Schools at such proceedings. However, this shall not apply to labor conflicts or disputes between the Association and the Board.

**LEAVES OF ABSENCE WITH PAY (cont.)**

3. Visitation at other schools or for attending educational conferences or conventions upon executive administrative approval.
  4. Selective service physical examination.
- H. Any request for an approved leave day, as well as any other request for leave, must be requested, in writing (at least one week in advance), and such leave must have prior approval from the Superintendent or his/her designee before being granted.
- I. 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/maternity related disability shall be treated the same as any other disability.
- J. 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. An exception to this rule may be granted by the Superintendent.
- K. If an illness occurs on the day before or after a holiday or vacation period, the Administrator may be requested to present a doctor's statement to the Superintendent or his/her designee upon his/her return.
- L. An Administrator who received a jury duty interview and appearance notice must notify the Department of Human Resources within one (1) school day of such notice. To be eligible for jury duty pay differential, the Administrator must furnish the employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for jury duty.
- M. Any administrator in the military reserve who is assigned active duty for training purposes or emergency duty (few weeks duration) during the regular work year must notify the Human Resources Office within one (1) school day of notification of such assignments.

To be eligible for the pay differential consideration, the employee must furnish the employer with a written statement from the appropriate military official listing the amount and the dates he/she received pay for military duty.

**ARTICLE 13**  
**ASSOCIATION SICK LEAVE BANK**

The Board will cooperate in the operation of a Sick Leave Bank. Any member of the Administrators Association may participate in the Bank on a voluntary basis. The following limitations are established for participation in the Sick Leave Bank.

- A. At the end of each fiscal year (June 30), the unused sick days of all Association members shall be contributed to the Sick Leave Bank each year until the Bank is built to a maximum of five hundred (500) days; however, if the number of days to be donated in one (1) year would cause the Bank to exceed five hundred (500) days, then no donation will be required that year.
- B. Additions will be made to the Bank at the beginning of each fiscal year according to the above limitations.
- C. The first thirty (30) work days of illness or disability will not be covered by the Bank, but must be covered by the Administrator's own accumulated sick leave or absence without pay. To apply for benefits from the Sick Leave Bank, an Administrator must be a member of the Association. While drawing sick leave benefits, an Administrator cannot be receiving any other pay from the Rochester Community Schools.
- D. A maximum of one hundred-fifty (150) days each fiscal year can be drawn by an individual from the Bank. If the individual is still out for the same illness at the beginning of the next school year and has exceeded the one hundred-fifty (150) days, he/she may draw an additional one hundred (100) days for a total not to exceed two hundred-fifty (250) days.
- E. The Sick Bank will be controlled by a committee composed of two (2) Administrators selected by the Association, and two (2) executive administrators selected by the Superintendent, but final authority in regard to the interpretation of this policy shall rest with the Board and is not subject to the grievance procedure.
- F. An Administrator drawing from the Sick Bank will receive 100% of his/her regular contract pay.
- G. The Board may require any employee to submit to a physical, psychological, or psychiatric examination. If the choice of the examiner is not agreeable to both the Board and the Administrator involved, the Board and the Administrator shall mutually agree to a qualified examiner from a list of three (3) provided by the Board. The cost of this (these) examinations will be paid by the Board.
- H. In cases of alleged abuse of the Sick Bank, the Board shall have the right to investigate and take whatever action it deems appropriate.
- I. When an individual stops drawing from the Sick Bank and returns to full-time employment, the individual's personal sick bank will be re-established at the rate of one (1) day per month for the balance of the fiscal year.
- J. Administrators who have sick days grandfathered from credits earned in prior years may use those days before they use Sick Bank days.

## ARTICLE 14 - INSURANCE PROTECTION

### A. HOSPITALIZATION INSURANCE

Each Administrator will have Community Blue PPO Program, \$5.00 Prescription Drug Program. An administrator may select the Traditional Health Care benefit program if the administrator pays the following costs:

\$30/mo.- Single Person                      \$40/mo. - Two Person                      \$50/mo. - Family

Administrators wishing to select the Traditional Health Care must do so by notifying the Human Resources Department. The payment of additional costs must be paid by payroll deduction. The administrator may select this option only at the Blue Cross & Blue Shield open enrollment period in the fall of each year.

### B. LIFE INSURANCE

A term life insurance policy, double the annual salary rate, rounded to nearest \$1,000 with an AD&D Rider.

### C. DENTAL INSURANCE

The Board will provide each Administrator and each member of the Administrator's family with one of two dental policies:

1. 100% of Type A coverage, 80% of Type B coverage, and 60% of Type C coverage
2. Preferred Provider Option (P.P.O.)

### D. DISABILITY INSURANCE

After one year of disability to age sixty-five (65), the Administrator will be covered by a long term disability policy at 66-2/3 benefit rate. There is an \$8,000 per month maximum payment.

### E. OPTICAL INSURANCE

The Board of Education will cover each Administrator and the Administrator's immediate family with an optical insurance policy which covers up to 80% of the reasonable and customary expenses.

### F. FRINGE BENEFITS CONTINUATION

In the event of an Administrator's death, all salary and fringe benefits will continue for three (3) months. The salary will be paid to the beneficiary indicated on the term life insurance.

### G. AUTOMOBILE LIABILITY INSURANCE

A \$1,000,000.00 worth of liability insurance for personal cars used by Administrators while on authorized school business.

### H. LIABILITY INSURANCE

Each Administrator employed by the Board will be covered by a liability policy. This policy will cover each Administrator with \$1,000,000 worth of coverage.

- I. The insurance shall begin when the employee has: 1) properly completed the necessary forms, and 2) actually begins employment. Such insurance shall terminate when the employee terminates his/her employment.

## INSURANCE PROTECTION (cont.)

- J. If the Administrator's spouse has any type of fully paid, full-family hospitalization insurance coverage which is equal to or better in coverage than that offered by the Rochester Community Schools, the Administrator involved will not be eligible for full-family hospitalization coverage with the Rochester Community Schools. Equality of policy, if questioned, will be determined by an insurance committee composed of one (1) administrator representative appointed by the Association, one (1) Administrator appointed by the Superintendent, and one (1) Board Member appointed by the President of the Board of Education. In all cases, the determination of this committee will be final and non-grievable. Questions of equality of policy must be submitted by **October 1** of each school year.
- K. Upon termination of an Administrator's contract with the Board, the Administrator's health insurance, long-term disability, and dental insurance as described above will cease to be paid by the Board.
- L. The benefit stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for hospitalization.
- M. The Board, by payment of the premium required to provide the coverage set forth in the Article, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits for which it has a contract, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation under this Article.
- N. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.
- O. Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided for in this Article (See Section C above) shall commence on the first compensable working day of administrators and that coverage shall remain in effect continuously for the duration of the Agreement as long as the Administrator is actively employed by the Board.
- P. If the Administrator's spouse has any type of fully paid, full-family dental insurance coverage which is equal to or better in coverage than that offered by the Rochester Community Schools, the Administrator involved will not be eligible for full-family dental coverage with the Rochester Community Schools. Equality of policy, if questioned, will be determined by an Insurance Committee composed of one (1) administrator representative appointed by the Association, one (1) administrator appointed by the Superintendent, and one (1) Board Member, appointed by the President of the Board of Education. In all cases, the determination of this Committee will be final and non-grievable. Questions of equality of policy must be submitted by **October 1** of each school year.
- Q. If an Administrator exhausts his/her personal sick leave bank and his/her Association Bank, he/she will be paid 75% of his/her regular daily rate for up to one year (365 calendar days) for personal illness.

**INSURANCE PROTECTION (cont.)**

**R. SICK LEAVE BANK**

The Board of Education will compute a retiring employee's unused days as the difference between one hundred-eighty (180) days and the number of days of absence of the employee for personal illness during the twelve (12) months prior to retirement.

**S. OPTION TO HEALTH**

1. a. \$5.00 Prescription Drug Rider  
b. \$70.00 @ month in T.S.A.  
c. Vision at 100% of reasonable and customary expenses
  
2. a. \$105.00 @ month in T.S.A.  
b. Vision at 100% of reasonable and customary expenses

**ARTICLE 15  
COMPENSATION**

**A. MILEAGE**

1. Each Administrator will be paid for travel while working for the District in the tri-county area at the Internal Revenue Service Mileage Rate.
2. Travel, while working for the district outside of the tri-county area, will be paid at the IRS rate upon submission of a travel statement.
3. The mileage rate will be adjusted annually on **July 1**. The rate to be paid will be set at the IRS mileage rate.
4. Each Administrator will have the option of receiving travel reimbursement as described in A.1. above, or of selecting a fixed monthly allotment. Such allotments will be paid in accordance with those stipulated in the administrative report of **October 22, 1980** modified to reflect the current Internal Revenue Service Rate as described in paragraph three above.

**B. SICK LEAVE BANK**

Administrators will be allowed service credit for unused sick leave days for retirement purposes, if the Michigan Public Schools Retirement Law is changed to allow this credit at the rate of twelve (12) days per year up to one hundred-eighty (180) days.

**C. LONGEVITY PAYMENTS**

Longevity payments shall be made annually in addition to the basic Administrator's contracts. Prior experience as an educator in another district will count as Rochester Experience on a matching year basis.

<u>Years</u>	<u>1994/95</u>
10	1,300
15	1,500
20	1,700

**D. EARLY RETIREMENT INCENTIVE**

1. In order to be eligible for benefits under this program, an Administrator must have been employed for at least ten (10) years by the Rochester community Schools or be on the final step of the appropriate salary scale, and be fifty (50) years of age or older.
2. Persons 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.



## COMPENSATION (cont.)

3. In order to qualify for a full year's benefit, an administrator 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 an Administrator 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 month notice may be waived due to extenuating or unusual circumstances which have prevented the person from making the decision prior to the three month deadline.
4. Those persons qualifying for benefits under this plan will receive them on a monthly payroll check beginning in September and terminating in August.
5. An Administrator must be employed by the Rochester Community Schools on the last working day prior to date of retirement.
6. Once an Administrator retires under this Early Retirement Incentive Plan, the benefit may not be withdrawn because of a subsequent negotiation of the Master Agreement.
7. An Administrator retiring under this Early Retirement Incentive Plan will have his/her benefit reduced by an amount he/she receives as an unemployment compensation benefit from the Rochester Community Schools.
8. Retirement as used in this Article shall mean termination of active employment with the Rochester Community Schools.
9. The monthly benefit paid to the retiring Administrator under this plan will be calculated by multiplying twenty dollars (\$20.00) times the number of years of service in education (cap at thirty (30) years). To be counted as a year of service, the Administrator must be actively at work or drawing sick leave. Leaves of absence without pay will not count as years of service. Years of service will be calculated using the total years of service in education. Years of service brought to the District cannot exceed the years of service in Rochester.
10. The monthly benefit will begin in September of the year the Administrator retires and is at least fifty (50) by September 1st. The monthly benefit will terminate in August of the year the Administrator is sixty-five (65) by August thirty-first (31st), or the Administrator has received one hundred-twenty (120) monthly checks, whichever comes first.
11. The monthly benefit will be paid to the employee. In the event of the death of the employee, the monthly benefit will be paid to the beneficiary as designated by the Administrator.

COMPENSATION (CONT.)

E. **VACATION**

All twelve-month administrators shall be entitled to annual vacation. This vacation may be taken at such time as approved by the Superintendent. It is preferable to have this vacation taken when school is not in session.

Vacation days granted during a contract year must be used before the **January 15** following the contract year, or else forfeited. Annually, each Administrator must use at least five (5) vacation days during the winter or spring vacations. This requirement may be waived by the Superintendent.

<u>Years</u>	<u>Days</u>
0-10	22
11-14	23
15-19	24
20+	25

F. **ADVANCED EDUCATIONAL DEGREES**

A stipend for advanced degree work will be added to each Administrator's contract amount:

\$ 625	MA + fifteen (15) semester hours
\$ 925	Educational Specialist
\$1,325	Ed.D. or Ph.D.

Hours must be those hours taken beyond the Masters degree and must be on the graduate level leading toward a degree in an educational field, must be certified by the university and the Superintendent of Schools or his/her designee.

G. **TAX SHELTERED COMPENSATION**

The District will pay an annual amount of T.S.A. for ten-month and twelve-month administrators. This plan will be subject to the following restrictions:

1. The District will pay the full amount of the tax sheltered income prior to **October 1st**, when possible, of each school year.
2. The Administrator must select a Board approved tax sheltered plan. This may include applying this money toward payment of an approved retirement insurance plan.
3. Administrators on a leave of absence, for any reason, will not receive this benefit while on the leave.
4. At age forty-eight (48) or above, the Administrator may choose to have the tax sheltered income calculated as part of gross annual salary. The District will be responsible for assuming the additional cost toward state retirement.

<u>10.5 mo.</u>	<u>12 mo.</u>
2,700	2,900

**COMPENSATION (cont.)**

**H. ADMINISTRATIVE RETIREMENT PAYMENT**

In recognition of service to the Rochester Community Schools, a retirement payment will be paid to retirees. To qualify for this payment, the Administrator must retire, be fifty (50) years of age, at the top of the salary schedule, and must have been an Administrator for ten (10) years or more. Retirees who qualify for this payment will be paid \$200.00 for every year of service to the Rochester Community Schools as an Administrator. The maximum payment of this provision is \$4,000.00.

**I. WORK YEAR**

	<u>Work Days</u>	<u>Holidays</u>	<u>Paid Days</u>
Elementary Principal	200	12	212
Elementary Assistant Principal	200	12	212
Middle School Principal	227	12	239
Middle School Assistant Principal	200	12	212
High School Principal	227	12	239
High School Assistant Principal (12 mo.)	227	12	239
High School Assistant Principal (10.5 mo.)	200	12	212
Associate Principal	227	12	239
Director	227	12	239
Assistant Director	227	12	239
Associate Principal at ACE	227	12	239

**J. The following are paid holidays for all Administrators:**

January 1  
Good Friday  
Monday after Easter  
Memorial Day  
July 4  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
December 24  
December 25  
December 26  
December 31

**K. Administrators are encouraged to join and become an active member of Service Clubs in the Rochester area. Administrators who join a Service Club may have the dues paid by the Board by seeking approval of the Superintendent/designee. The payment of the dues is limited to \$300 per year.**

**L. Administrators who are promoted will be placed on the appropriate salary step to insure they will have a salary increase of at least one increment.**

**M. The Board of Education will pay the professional dues of one county, state, and national association relevant to his/her position.**

**COMPENSATION (cont.)**

N. Administrators who are chairpersons or members of approved committees will be compensated. Approved committee work is to be completed in addition to the normal work load. Approved committee time should be approximately 30 hours beyond the normal work load or cause the administrator to complete regular work outside the normal work day. Administrators who are chairpersons or members of approved committees will receive the following compensation:

Chairperson	\$775
Member	\$575

**ROCHESTER ADMINISTRATORS ASSOCIATION  
SALARY SCHEDULE**

1997/98

	STEPS					
	0	1	2	3	4	5
H. S. Principal	81,600	84,300	87,000	89,600	92,300	95,100
M.S. Principal & Directors	75,300	77,800	80,400	82,900	85,500	88,000
Asst. Directors	69,800	72,200	74,500	76,900	79,200	81,600
Elem. Principal	67,300	69,600	71,900	74,200	76,400	78,700
H. S. Assistant & Asso. Principal at ACE	72,300	74,700	77,200	79,600	82,000	84,500
M. S. Assistant & Elem. Assistant	65,500	67,800	70,000	72,200	74,400	76,600

1998/99

H. S. Principal	83,400	86,100	88,900	91,500	94,300	97,100
M. S. Principal & Directors	76,900	79,500	82,100	84,700	87,300	89,900
Asst. Directors	71,300	73,800	76,100	78,600	80,900	83,400
Elem. Principal	68,800	71,100	73,500	75,800	78,000	80,400
H. S. Assistant & Assoc. Principal at ACE	73,900	76,300	78,900	*81,300	*83,800	86,300
M. S. Assistant & Elem. Assistant	66,900	69,300	71,500	73,800	76,000	*78,300

**ARTICLE 16**  
**MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.
  
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

**ARTICLE 17**  
**SPECIAL CONFERENCES**

- A. There may be established under this Article a closed forum, hereinafter called "special conferences". It is understood by the parties that special conferences are not to be construed or utilized as grievance hearings. It is not to be considered as negotiations.
- B. Special conferences for important matters will be arranged by the Association President with the Superintendent. The Association may appoint not more than three (3) members to represent their organization and the Superintendent may have a like number.
- C. Arrangements for the special conference shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference; the agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda unless otherwise specified. The names of the persons to be present shall be submitted prior to the conference.

**ARTICLE 18**  
**AGENCY SHOP**

- A. Annually, the Association shall notify the Board of the amount of the annual dues payable by non-members pursuant to Section 10 (1) (c) and (2) of the Public Employment Relations Act. The Board shall thereupon deduct such amounts in equal installments, as nearly as may be, from the pay checks of each Administrator who has executed an individual contract of employment, and promptly pay such amount over the Association or its designees. Upon remitting such amounts, the Board shall have no further liability or responsibility with respect thereto.
- B. 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 this Article (Agency Shop Provision) of this Agreement, the Association agrees to defend such action at its own expense. The Association and Board will mutually choose the legal counsel to defend any said suit or action, provided:
- (a) The Board gives timely notice of 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.
- C. 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.
- D. Each employee who, on the effective date of this Agreement, is a member of the Association and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract.
- E. New employees, employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Association or pay a service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues.
- F. During the term of this Agreement, any employee in the bargaining unit who is not an Association member and does not make application for membership shall, as a condition of employment, pay to the Association a service charge (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues as a service fee. Employees who fail to comply with this requirement shall be subject to discharge by the Board when the Union has complied with Section G below.



**AGENCY SHOP (cont.)**

G. In the event an Administrator does not become and remain a member of the Association, or in the alternative pay a service charge as specified above, such employee shall be terminated provided the Association has complied with the following:

1. Fulfillment of its fiduciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.), the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice must be sent to the Board.
2. Fulfillment of its responsibilities by sending written notice to the employee (copy to the Board) that the employee has not fulfilled his/her obligation by the requisite date or reasonable period of time thereafter, and that a request for his/her termination is being made to the Board.
3. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee(s) has not complied with his/her obligations, that it is an official demand of the Union to request the discharge of said employee(s) and that the "SAVE HARMLESS" clause set forth in this Article shall be put into effect.
4. Providing the Association has furnished the Board with written proof that the foregoing procedure has been followed or has supplied the Board with a copy of the notice to the employee and notice that the employee has not complied with such request, the Association must further specify the following by written notice when requesting the Board to discharge the employee.

"The Association herewith certifies that the following named employee(s) are not in good standing with the Association because of their failure to tender or pay the periodic dues uniformly required as a condition of acquiring and/or retaining membership in this Association or service fee (as stated above). The suspension from good standing of the named employee(s) occurred under a uniformly applied suspension policy of the Association."

H. The Association agrees it will protect, indemnify, and save the Board/Employer harmless against any and all claims, demands, costs, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board/Employer for the purposes of complying with this Article.

**ARTICLE 19**  
**GRIEVANCE PROCEDURES**

- A. A claim by an Administrator, 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 shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance procedure.
- B. An Administrator may only grieve an expressed provision of this Agreement.
- C. If, after an informal discussion with the appropriate supervising Administrator, the grievant feels a grievance still exists he/she may invoke the grievance procedure through the Association or independently according to the following steps:

STEP ONE: Within fifteen (15) working days of the time a grievance occurs, the Administrator had knowledge of a claimed grievance, or when (Informal) the Administrator should have reasonably known of the claimed grievance, the Administrator will present the grievance to the Superintendent/designee with the objective of resolving the matter informally within fourteen (14) working days after the presentation of the grievance, the Superintendent/designee shall give or answer orally to the Administrator.

STEP TWO: If the grievance is not resolved in Step One, the Administrator may, within seven (7) days of receipt of the Superintendent or (Formal) designee's answer, submit to the Superintendent/designee, a signed, written "State of Grievance" (form supplied by the Board). The "Statement of Grievance" shall name the Administrator involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the Administrator involved.

The Superintendent/designee will meet with the grieving Administrator within fourteen (14) days of receipt of the "Statement of Grievance." The Superintendent/designee shall give the Administrator an answer, in writing, no later than fourteen (14) days after the grievance meeting.

## GRIEVANCE PROCEDURES (cont.)

STEP THREE: If the grievance remains unsolved at the conclusion of Step Two; it may be submitted for binding arbitration at the request of the administrator, provided written notice of the request for submission to arbitration is delivered to Human Resources within fifteen (15) working days after the date of the decision under Step Two.

"The arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceedings.

### Powers of the Arbitrator:

It shall be the function of the arbitrator, and he/she shall 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.

1. He/she shall not have power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish salary scales or change any salary, unless it is found that an Administrator has been improperly placed on the existing salary schedule.
3. He/she shall have no power to rule on any of the following:
  - a. The termination of services of or failure to re-employ any Administrator.
  - b. The termination of services or failure to re-employ any Administrator to a position on the co-curricular schedule.
4. He/she shall have no power to change any practice, policy, or rules of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board. His/her powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
5. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
6. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Association, its members, the employee or employees involved and the Board.

**GRIEVANCE PROCEDURES (cont.)**

7. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. The filing fee shall be paid by the moving party.
  8. 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. The Board shall not be required to pay back wages more than forty (40) working days prior to the date a written grievance is filed.
    - a. All claims for back wages shall 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.
    - b. No decision in any one case shall require a retroactive wage adjustment in any other case.
  9. Any grievance occurring during the period between the termination date of the Agreement and the effective date of the new agreement shall be processed. Any grievance which arose prior to the effective date of the Agreement shall be processed.
  10. The arbitrator is advised that he/she shall not insert his/her judgment or wisdom for that of the Employer.
- D. 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, written consent.
  - E. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
  - F. The failure of a supervisor to communicate his/her decision to the Administrator within the specified time limits shall permit the Administrator and/or Association to proceed to the next step in the Grievance Procedure.
  - G. It shall be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the student's educational program, or administrative duties. Release time shall be granted only upon mutual consent of the aggrieved person and the Superintendent. Such release time shall be without loss of pay to the extent required for such participation in actual meetings with the Board or its designated representatives. If the grievant and his/her grievance is not upheld or sustained, then his/her absence will be charged to his/her Leave Bank.

**GRIEVANCE PROCEDURES (cont.)**

- H. A grievance may be withdrawn at any step without prejudice.
- I. In the course of investigation of any grievance, representatives of the Association will report to the Superintendent any building being visited and state the purpose of the visit prior to arrival.
- J. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- K. 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 administrative organization other than the Association. When an Administrator is not represented by the Association, the Association shall be given advance, written notice and shall have the right to be present and to state its views, in writing, at all stages of this grievance procedure. Either party, at any level, may be represented by counsel, but reasonable notice shall be given the other party in advance if counsel is to be present.

**ARTICLE 20**  
**NEGOTIATION PROCEDURES**

- A. Not later than **February 1st** 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 conditions of employment.
- B. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement.
- C. There shall be one (1) signed copy of the final agreement for the purpose of record.
- D. In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representative from within or without the School District.
- E. It is recognized that no binding contractual agreement between the parties may be executed without ratification by the Rochester Community Schools Board of Education and by the Association.
- F. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposal, counter-proposals and concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. Each bargaining team guarantees to the other that upon agreement at the table, each will enthusiastically endorse acceptance to each of its constituents.

**ARTICLE 21  
DURATION OF AGREEMENT**

This Agreement shall be **effective as of July 1, 1997**, and shall continue in effect until the **30th day of June, 1999**. This Agreement shall continue in effect after June 30, 1997 unless either party hereto shall notify the other in writing at least thirty (30) calendar days of its intention to amend, modify, or terminate this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this **5th day of February, 1997**.

ROCHESTER ADMINISTRATORS  
ASSOCIATION

ROCHESTER BOARD  
OF EDUCATION

BY \_\_\_\_\_  
Don May  
President  
Rochester Administrators Association

BY \_\_\_\_\_  
Darlene Janulis  
President, Board of Education

BY \_\_\_\_\_  
Bill McGill  
Vice President  
Rochester Administrators Association

BY \_\_\_\_\_  
June Jacobson  
Secretary  
Board of Education

BY \_\_\_\_\_  
John Schultz  
Superintendent of Schools

BY \_\_\_\_\_  
Don May  
Chief Spokesperson

BY \_\_\_\_\_  
Larry Westley  
Chief Spokesperson

Members of the Rochester Administrators  
Association Negotiating Team:

Members of the District  
Negotiating Team:

Don May  
Dave Hurst  
Bill McGill  
Eleanor White

Mike Dixon  
Minnie Phillips  
Larry Westley

