

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

ROCHESTER, MICHIGAN 48307

1997 - 1998

1998 - 1999

Rochester Community Schools

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PREAMBLE

This Agreement made and entered into during August, 1996, 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 coordinators, curriculum coordinators, physical therapists, occupational therapists, department heads, building athletic directors, social workers, psychologists and , teachers, of the speech and language impaired, reserve teachers, Head Start 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.

- 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 May 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 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 three (3) signed copies of the final Agreement for the purposes of record: One retained by the Board, one by the Association, and one by the

Superintendent.

- 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, including typewriters, ditto machines, other duplicating equipment normally available to teachers and audio-visual

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.

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 and signed 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.
- 5.12. In order to enhance the communication between the Board and the Association, and to foster an awareness of the problems facing the District and its staff members, the parties hereby will meet with the Executive Council of the Association, if requested, once every three (3) months.

Such request will be made with reasonable notice, and an agenda for such meetings will be mutually agreed upon in advance of the scheduled meeting date.

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, sex, age, handicaps, 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/fees/assessments;
- B. tax-sheltered annuity (two deductions up to ten mutually agreed upon companies, one of which will be MEFSA);
- C. Credit Union;
- D. United Fund Foundation;
- E. Savings Bonds;
- F. other deductions approved by the Board;
- G. agency shop fees and/or dues;
- H. Universal Life;
- I. Long Term Care (carrier to be determined by the Board and Association).
- J. IRS Section 125 salary reduction

- 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.
- 6.09. A complaint by a parent of a student directed towards a teacher will not be included in said teacher's personnel file unless such matter is reported in writing within a reasonable period of time to the teacher concerned.
- 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, 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 in-service 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.

- 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 pupils;
 - C. evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans;
 - D. reporting their evaluations of pupil 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 pupils;
 - 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.
- 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: "Meet the Teacher 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.

- 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. It is recognized that counselors, social workers, psychologists, learning consultants, teachers of the speech and language impaired, and media specialists do not need a regularly scheduled preparation period. However, a break in the morning and in the afternoon 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 work day for record keeping and preparation.
- 7.11. Members of the staff, with the approval of the appropriate administrator, may adjust their schedule to better serve students and parents.
- 7.12. The district has the responsibility of providing necessary support for approved programs. Teachers will then be responsible for implementing these programs.
- 7.13. 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.
- 7.14. An administrator will be assigned to each building in which summer school classes are held.
- 7.15. All teachers are encouraged to attend faculty meetings. Faculty meetings are generally held once a month. 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.
- 7.16. Members of the student support service staff may be requested to attend staff meetings during the work day in the student support services department at the administrative service center.

- 7.17. 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.
- 7.18. In addition to the parent/teacher conferences set forth in the school calendar during the third marking period, kindergarten teachers will schedule one additional day for parent/teacher conferences, and the first and second grade teachers will schedule an additional half 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 teacher is not expected to put in more than one (1) additional evening (two and one half hours [2.5]) of parent/teacher conference time. For additional time outside the regular work days the first (1st) and second (2nd) grade teachers will be provided one half (.5) day compensatory time and kindergarten teachers will be provided one (1) full day compensatory time.
- 7.19. 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.
- 7.20. The Association will be involved in the planning and development of the curriculum for the School-to-Work Program. Teachers will be responsible for monitoring and evaluating student performance.
- 7.21. 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. When a grade is challenged by an authorized person, the administration will contact the teacher about the grade. If 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.
- B. If the matter cannot be resolved, the authorized person requesting a grade change must do so in writing no later than fourteen (14) calendar days after report cards are handed out or from the date they are mailed home. At the time of request, a *Grade Review Panel* will be convened, and the teacher will be

advised.

- 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.

ARTICLE 8 - TEACHING HOURS - SCHEDULES AND ASSIGNMENTS

- 8.01. Teaching is a profession. Therefore, teachers should have some flexibility in setting their own work day. 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, extra curricular 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:
- 8.02. The maximum length of a teacher's scheduled work day will be seven (7) hours which includes a daily, uninterrupted, duty-free lunch period of not less than thirty (30) minutes.
- 8.03. Teachers will report to their building at least fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers will be permitted to leave fifteen (15) minutes after the close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period of time after the close of the pupils' school day to attend to those matters which require attention, including consultation with parents as scheduled by/or with approval of the teacher. Teachers assigned to a building full time will work the same schedule unless a flexible schedule for a given situation has been developed by the teacher and administrator. (Also see the **Professional Development Article**)
- A. If the basic foundation grant provided in the 1997/98 or 1998/99 is increased by at least the cost of living to require the Board to increase the hours of annual student instruction beyond 990 hours for grades 1-12 and 495 for grade K, the following schedule will be put in place:
1. To provide for 1041 hours of instruction for grades 1-12 and 520.5 hours in grade K: Teachers of grades K-5 will be in their buildings at least nine (9) minutes before the opening of the pupil's regular school day in the morning. Teachers will be permitted to leave ten (10) minutes after the close of the pupil's regular school day.
 2. To provide for 1047 hours of instruction for grades 1-12 and 523.5 hours in grade K: Teachers of grades K-5 will report to their buildings at least twelve (12) minutes before the opening of the pupil's regular school day in the morning. Teachers will be permitted to leave five (5) minutes after the

close of the pupil's regular school day.

- 8.04. The normal weekly teaching responsibility for an elementary teacher, inclusive of the following conditions, will be twenty-five (25) instructional hours and/or duty assignments and five (5) preparation and/or conference hours.
- A. The Board recognizes the need for elementary teachers to have preparation time. The preparation time will be five (5) hours per week, in blocks of time not less than twenty (20) minutes and can be achieved in any of all of the following ways:
 - 1. that portion of the lunch period that extends beyond the contractual lunch time;
 - 2. when elementary supportive staff is in the classroom.
 - 3. during recess period;
 - 4. whenever an elementary physical education teacher, art teacher, or elementary vocal music teacher is absent, the District will hire a substitute. If a substitute cannot be hired in art, music, or physical education, the District will make every effort to hire a regular classroom substitute so preparation time will not be lost.
 - B. Elementary teachers will be entitled to a daily uninterrupted duty-free recess period of not less than twenty (20) minutes. However, on days that recess is held indoors, a Professional/Para-Professional will be on duty, for direct supervision in each elementary room. The building staff involved will develop the assignment schedule. Prior to the end of the school year the 1-5 classroom teachers, in each elementary building, will suggest the recess schedule for all 1-5 students for the following school year.
 - C. Elementary teachers of music, art, and physical education will have preparation time extended to them. All special subjects teachers should expect teaching assignments for the same period of time per week as prescribed for regular classroom teachers at each particular educational level.

At least five (5) minutes will be scheduled between art, music, and physical education classes.

- 8.05. The normal weekly teaching responsibility for a middle school teacher, inclusive of the following conditions, will be twenty-five (25) instructional hours and/or duty assignments and five (5) preparation and/or conference hours.
- A. "Block teachers" means middle school teachers of math, science, social studies, language arts, or English. All other teachers except support staff, (identified as resource program teacher, teacher consultant, counselor, media specialist, psychologist, social worker, teachers of the speech and language impaired, learning consultant, and categorical classroom teacher), are unified

arts teachers.

- B. Middle school block teacher's work day provides for approximately two hundred fifty two (252) minutes per day of student instruction/contact time, one (1) team planning period of approximately forty-two (42) minutes in length per day, and one (1) individual planning period of approximately forty-two (42) minutes in length per day. Each block team will schedule the specified allocation of the two hundred fifty-two (252) minutes for each subject with the approval of the principal.
 - C. Middle school unified arts teachers' work day, (except as indicated below) will provide for six (6) equal periods of student instructional/contact time totaling approximately 252 minutes per day, and one (1) team planning period of approximately twenty-seven (27) minutes in length per day, and one (1) individual planning period of approximately forty-two (42) minutes in length per day.
 - D. Middle school music teaching schedule is:
252 minutes per day of instruction
42 minutes per day for individual planning
27 minutes per day for team planning or sectional duty at the teacher's discretion
 - E. Middle school block teams will range in size from two (2) to four (4) teachers. The principal, in consultation with the teachers involved, will determine who will be teamed together.
 - F. Team meetings are for educational planning for the block teachers. It is expected that the teams will keep notes and reports to document activities and progress of the block. These notes and reports will be available to the principal.
 - G. In addition to his/her individual planning time, the resource program teacher and the building principal will develop a schedule that provides time for the resource program teacher to meet with his/her block team(s) for educational planning.
 - H. The building administration, in consultation with counselors, will assign students to blocks, and groups within the blocks. The block teachers have the flexibility to rearrange students' schedules within the block with the principal's consent.
- 8.06. The normal weekly teaching responsibility for a high school teacher, inclusive of the following conditions, will be twenty-five (25) instructional hours and/or duty assignments and five (5) preparation and/or conference hours.

- A. The high schools will be a six (6) period day. The period will be approximately fifty-five (55) minutes in length. High school teachers work day 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.
- 8.07. 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.
- 8.08. The work day 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, the length of the lunch period, and the length of the planning 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.
- 8.09. 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 work day 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.
- 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 the Board has taken a double/split schedule plan under consideration for any building(s), the Association will be notified. Wages, hours, and terms and conditions of employment will be negotiated prior to implementation.

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	Planning	Relief	Maximum
K	21	24	28
1	24	27	30
2	24	27	30
3	25	27	30
4	27	31	34
5	27	31	34

B. Elementary Combined Classes: Class size limits

Grade	Planning	Relief	Maximum
K (no splits will exist)			
1-2	22	25	28
2-3	22	25	28
3-4	23	25	28
4-5	25	29	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.	6-7-8 Block	30 per block teacher	34 per block teacher
	*Non-block	25hr/150 day	32hr/170 day
2.	**Home Ec	24hr/144 day	28hr/160 day
	Cooking/Sewing/Skills for Living		
	**Industrial Arts	24hr/144 day	28hr/160 day
	Art	24hr/144 day	28hr/160 day
	Physical Education	30hr per teacher	40hr per teacher
	Typing/computer	25hr/150 day	35hr/160 day

Vocal Music: an accompanist will be provided for performing classes with thirty-five (35) or more students and at performances.

*Non-Block includes any class that is not 6-7-8 grade math, social studies, science, language arts, English, vocal music and instrumental music, and others not specifically stated above.

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

In the 6th, 7th, and 8th grade blocks that are developed in the Middle Schools, there are occasions when the teachers within the blocks will do some scheduling of their own and, as a result, want to have classes within the block with lower numbers to accommodate special needs of students. When this occurs, some other classes within the block may exceed the numbers that are expressed as limits in the contract.

D. High School: Class Size Limits

1.	GRADES 9 - 12 ACADEMIC CLASSES			
	Planning	Relief	Maximum	
	30	34	37	
2.	GRADES 9 - 12 ACTIVITY CLASSES			
	Class	Planning	Relief	Maximum
	Art	25	--	28
	Camera	25	--	28
	Computer	30**	--	35
	Drafting	25	--	28
	Ind. Arts	25**	--	28**
	Typing	30**	--	35**
	Home Economics			
	Cooking	24**	--	28**
	Sewing	24**	--	28**

Survival	25	--	28
Physical Education			
Basic	35	--	44
Life Sving	27	--	32
Swimming	30	--	35

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.

Vocal Music

An accompanist will be provided for performing classes with thirty five (35) or more students and at performances.

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

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

- E. 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.
 - F. 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 relief level stated above, and remains at or above the relief level for five (5) or more student days during any card marking, the elementary level teacher will be paid two hundred fifty dollars (\$250.00) per student per card marking; and at the secondary level the teacher will be paid fifty dollars (\$50.00), per period, per student, per card marking.
- If the number of students assigned to a middle school block exceeds the maximum number permitted, an overload payment of two hundred fifty dollars (\$250.00) per student per card marking will be made to the block teachers. The payment will be divided equally among the block teachers. The maximum cannot be exceeded by more than two (2) students per teacher.
- 9.03. During the 1997/98 and 1998/99 school years, when the number of students exceeds

the maximum class size in 9.01.A, B, C.1 and D.1, the teacher will continue to be compensated at the relief rate for the first two (2) students as stipulated in Section 9.02.

- 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. This model for relief for grades K through 5 may be applied for up to two (2) students beyond maximum.

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. Solution 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. Provision of additional paraprofessional support
5. Half-day session
6. Other solutions as mutually agreed upon
7. If no solutions can be mutually agreed upon then a three (3) hour paraprofessional will be assigned to the teacher's classroom.

- 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.

If student counts would force the classroom maximum to be exceeded by three (3) then one (1) of the following solutions will be established:

1. Rescheduling of students
2. Additional teacher hired
3. Half day session
4. Other solutions as mutually agreed upon

- 9.04. Students that are certified as English as a Second Language phase 1, 2, or phase 3 (if the phase 3 students is in the 3rd grade or higher) will be counted as two (2) for the purpose of class size limits if the student spends at least fifty percent (50%) of his/her time in the general education classroom. At the secondary level if the

student is in the class he/she will be counted as two (2).

- 9.05. Class counts for the purpose of balancing or class size, as well as relief for class size loads, will include the weighted count for a certified special education student if the building team has made that determination as per the **Special Education Article**.
- 9.06. 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.
- 9.07. A full-time paraprofessional will be assigned to all kindergarten grade classrooms. A half-time paraprofessional will be assigned to all 1st grade and 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.
- 9.08. The Board will employ a six (6) hours a day paraprofessional as a building assistant. This building assistant will be used by all elementary homeroom teachers who do not have a paraprofessional assigned to their room. The building assistant's schedule will be developed by the homeroom teachers and submitted to the building principal for approval.
- 9.09. The Board will not be required to fully implement Sections 9.07 and 9.08 above during the 1997/98, and 1998/99 school years. Any partial implementation of Sections 9.07 and 9.08 above during the 1997/98, and 1998/99 school years will be negotiated with the Association.
- 9.10. 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 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 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.
- 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 is 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. An administrative assistant may be appointed in lieu of the appointment of a teacher-in-charge. The administrative assistant must be a member of the bargaining unit. The job responsibilities of the assistant will be established by representatives of the Board and the Association.
 - 10.12. Any teacher may voluntarily perform additional services when such are approved by the Superintendent or the immediate supervisor.
 - 10.13. 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.
 - 10.14. No teacher will have bus 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.
 - 10.15. The Board will provide clean, well-maintained classrooms.
 - 10.16. 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.

- 10.17. 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 REA representative will notify the Superintendent's Office and the students will be relocated to a more suitable learning environment.
- 10.18. 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). No teacher will be expected to provide school health services or otherwise dispense medication.
- 10.19. No teacher will be expected to take care of student bathroom needs including catheterization, changing diapers or cleaning up after accidents.

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 grandfathered.)
- 11.02. 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 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. Teachers will receive a tentative assignment of their schedule for the forthcoming school year, preferably before the end of the school year. However, every effort will be made to present said schedules to all teachers prior to the first day of June. 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. By July 15 of each year, the Board will 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 on an unpaid leave of absence until proof of certification is provided the Department of Human Resources.

After providing proof of certification to the Department of Human Resources, the teacher will become a reserve teacher as provided in the **Reserve Teacher** Article. If certified at the beginning of the school year, the teacher will be employed in a regular position as per the **Leaves of Absence without Pay** Article.

- 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. Teachers will be given the opportunity to express their wishes in room assignments within a department or grade level. Course or grade level assignments will be based on qualifications and experience.

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. Vacancies that occur during a school year will be posted for at least five (5) work days and seven (7) calendar days. Vacancies that occur during the summer recess will be posted for at least seven (7) calendar days. 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. The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent or his/her designee in his/her judgment so determines, such a vacancy may be filled on a temporary or permanent basis as the needs of the District dictate. After March 1, any professional position within the bargaining unit which becomes vacant may be filled on a temporary basis for the remainder of the 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 April 1st. All transfer requests must be renewed annually to be active.
- 12.04. The criteria for filling positions will also be experience, competency, qualifications, and seniority of the applicant as well as other relevant factors. 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 school 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. Attempts will be made to contact teachers who have expressed written interest in such a vacancy.
- 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. Teacher candidates who are laid off due to reduction in force from other Oakland County school districts will be considered as applicants by the Board subject to the following process:
- A. Teacher candidates who are laid off due to reduction in force from other Oakland County school districts will be considered for any vacancy by the Board if they make application with the Department of Human Resources and are certified for the position.
 - B. If two or more candidates are equal, the laid off teacher will be hired.
 - C. The final decision on whom to hire rests exclusively with the Board.
- 12.11. 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. To the extent possible, vacancies in part-time positions will be combined to create a full-time position if a tenured part-time teacher or teacher in a non-tenure position wants to become full-time.
- 12.12. A full-time teacher requesting a part-time position must apply, in writing, to the Department of Human Resources by April first (1st) or during the appropriate posting period. The Board, although not obligated to create such a position, will make every effort to accommodate such a request.
- A. If arrangements to accommodate such a request within the present building can be mutually agreed upon between the teacher and the building principal, 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.

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 April 1st 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. The Board obligation to recall a laid off teacher from date of layoff is three (3) years or length of service whichever is greater.
- 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.

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. Seniority will continue to accrue for the first two (2) years of any leave unless otherwise noted.
- 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.

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 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 transferred to another position, or laid off if there is no available position.
- 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.

ARTICLE 17 - LEAVES OF ABSENCE WITH PAY

- 17.01. All teachers regularly employed by the district will be allocated twelve (12) sick leave days at the beginning of the school year. 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-five (35) 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 seventy (70) 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 one hundred (100) or more sick leave days will be entitled to two (2) approved leave days and three (3) 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 thirty-five (35) teachers will be excused under this section 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.

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 at the start of the school year if there are less than seven hundred (700) days in the bank at the end of the preceding school 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 maximum of one hundred and fifty (150) days each school year can be drawn by a teacher from the Bank. If the individual is still out from the same illness at the beginning of the next school year, he/she may continue Bank coverage for a total not to exceed three hundred (300) days.
- 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 seventy-five percent (75%) 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 full time employment, the teacher's personal Bank will be re-established at the 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.

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 observations.
- B. Evaluations will be conducted by the teacher's building principal, other administrators, and/or supervisors assigned by the Superintendent. Outside consultants in the field of education with the appropriate background may, with the teacher's consent, conduct evaluations. 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.
- 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 within a reasonable time. Within a reasonable time period after

the personal interview, the final copy of the form will be provided to the teacher. The teacher will, within two (2) 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 rated "unsatisfactory" in any area on the form will receive the form prior to April 1. 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, and presented to the teacher by June 1. The teacher will be placed on the evaluation cycle for the following year.
- 20.05. Teachers rated "needs improvement" with no "unsatisfactory" in any area will receive the form prior to May 1, if the supervisor is to place the teacher on a Performance Improvement Plan. The written Performance Improvement Plan will be drafted by the evaluator and presented to the teacher by June 1. The teacher may be placed on the evaluation cycle for the following year.
- 20.06. Teachers rated "meets expectations" or "not applicable" in all areas, or rated "needs improvement" with no "unsatisfactory" in any area without a Performance Improvement Plan will receive the form no later than the last scheduled student day in June. These teachers would not normally be placed on the evaluation cycle for the following two (2) school years.
- 20.07. 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.
- 20.08. The classroom observations for an evaluation will be for a reasonable time period.
- 20.09. Items that are to be included in the evaluation will be brought to the teacher's attention within a reasonable time period.

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 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 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;
 - 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 after the local hearing, 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 may be grieved 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 to the Board. The Board will not take action on the recommendation until five (5) days after the grievance hearing.
- 21.15. The parties may agree to waive any step of the grievance procedure.

ARTICLE 22 - NO STRIKE

- 22.01. The Association and the Board recognize that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree in keeping with the high standards of the teaching profession,

that all differences between them will be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of professional services (i.e. the concerted failure to report to duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, by any teacher or group of teachers) and pledge themselves to the purposes of insuring continuation of the educational program. Accordingly, the Board agrees to see that there will be no lock-out initiated against the Association or the teachers.

- 22.02. The Association agrees that it will neither take nor threaten to take reprisals, directly, or indirectly against any supervisory or administrative personnel or Board members regarding the administration of this Agreement or any grievance filed thereunder.
- 22.03. Violation of this Article by any teacher or group of teachers will constitute just cause for the imposition of discipline or penalties. In the event of violation of this article, the aggrieved party will have the right in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages.
- 22.04. In the event of any such violation of this Article, the Association will endeavor to return the teachers to work as quickly as possible by:
 - A. Delivery immediately to the Board a notice addressed to all teachers repudiating such acts of the teachers and ordering them to cease such acts and to return to work; and
 - B. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- 22.05. No teacher will willfully be absent, abstain from the faithful performance of his/her duties, interfere with the rights and the privileges or obligations of employment or resort to a strike, tie-up, or slow-down as set forth in this Article and by law as provided elsewhere and as stated in Act 379.
- 22.06. There will be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.
- 22.07. Should differences arise between the Board and the Association and/or teachers as to the interpretation or application of the provisions of this Agreement, it is agreed that there will be no work stoppage, walkout, or any other type of concerted action.

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 faculty given new teaching assignments, opportunity for inservice or staff development.
- 23.03. Depending upon the availability of funds, expenses as approved by the Administration will be provided. Expenses will include the cost of substitute teachers if/as needed.
- 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.

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, without cost to the teacher a Blue Cross/Blue Shield PSG, comprehensive hospital medical policy with riders: PCES, PRE-100, D45NM, CC, CLC, OPC, OPPC, ML, FAE-RC, RM, PSA, MMC-PC, RPS, XF/EF (exact fill), DC, SD, COB-3B, SAT-II, SOT-PE, GLE-1, Preferred Rx \$5.00 co-pay, PD-MAC, MM-1, ASC modification 602, PPNV-1, MM-65, MMC-PD, MMC-PDC, MM65-AL, VST, CNM, ASFP, HMN, BMT, RAPS, RAPS2, XTMJ, MMCXTMJ, PTB, CNP, TSA, SUBRO2 and RDC, beginning on the appropriate enrollment date. For an explanation of the coverage see **Schedule F**. Teachers employed on a full-time, full school year basis will be eligible for hospital/medical premium payments. 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-five (25).

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 an 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 forty-two hundred dollars (\$4200.00) 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 either of the dental plans provided by the Board for said teachers and all eligible dependents.

The coverage will be: Class A - 100%, Class B - 80%, Class C - 60%, with an annual maximum of \$1500.00 and a lifetime maximum on orthodontics of \$1250.00, or the preferred provider option. Examinations are a Class A 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 at the teacher's option either Plan 1 or Plan 2.

A. Plan 1:

1. An additional Death Benefit \$50,000.00 A D & D.
2. Preferred Rx coverage \$5.00 co-pay.
3. Vision care at 100% of the reasonable and customary provided below.
4. \$70.00 per month cash 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. Plan 2:

1. An additional Death Benefit \$50,000.00 A D & D.
2. Vision care at 100% of the reasonable and customary provided below.
3. \$105.00 per month cash which maybe 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.

C. The Board will provide a cash option to health insurance benefits as provided in Plan A.4. and Plan B.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. Vision coverage will be provided to all regular full-time teachers as provided below:

A. Reasonable and customary dollar amounts;

Eye Exam \$ 87.00

Lenses

Single Vision \$ 97.00

Bifocal \$ 139.00

Trifocal \$ 156.00

Photo gray \$ 135.00

Contacts

including disposable contacts \$ 204.00

Frames \$ 107.00

- B. This plan will pay 80% of the actual charge for the covered service or 80% of the above dollar amounts, whichever is the lesser.

C. The plan covers:

1. One exam each year
2. One set of lenses each year.
3. One set of frames each year.
4. One set of contacts every year in lieu of frames and lenses.
5. Prescription sun glasses if the plan has not paid for regular glasses each year.
6. Unmarried children who are between the ages of 19 and 25, provided they are dependent on the teacher for a majority of their support.

- D. Part-time teachers will receive a pro-rata payment of the above plan.
(Example: A teacher working 50% will receive $80\% \times 50\% = 40\%$ of the above reasonable and customary amounts.)

- E. The benefit year is July 1 through June 30.

25.09. Upon termination of a teacher's contract with the Board, the teacher's death benefit, health coverage, long term disability, vision care, 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.

25.10. The vision benefit stated above will be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for or elect fringe benefits.

- 25.11. 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 work day.

- 25.12. To be eligible for hospitalization and death benefits, long term disability, vision care, 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.

- 25.13. 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.

- 25.14. 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.

- 25.15. Prior to contract being let with companies, the Association will be given the opportunity to review the benefits, costs, and coverages.

- 25.16. 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.

- 25.17. 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.
- 25.18. 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.
- 25.19. The Board agrees to reestablish an Employee Assistance plan similar to the Employee Assistance Plan in effect during the 1990/91 school year.

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 pupil requires the attention of special counselors, 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 pupil 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, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incidents.
- 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 as soon as possible unless directed otherwise by the Protective Services, the police, at the request of the person making the complaint, or when the administration deems it appropriate to remain silent. 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.

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.
- 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 the Rochester Schools Credit Union. 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 the Community Schools (originally "Rochester Schools") Credit Union.

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.

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:

	<u>1997-98</u>	<u>1998-99</u>
Beginning with the 16th year of credit service	\$1175.00	\$1250.00
Beginning with the 21st year of credit service	\$1475.00	\$1550.00
Beginning with the 26th year of credit service	\$1775.00	\$1850.00

*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.

ARTICLE 28 - CO-CURRICULAR SALARIES AND BENEFITS

- 28.01. The salaries of co-curricular positions covered by this Agreement are set forth in the **Schedule B1** through **B8** for non-athletic positions and **Schedule C1** through **C3** for athletic positions 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.
- 28.02. The salaries for **Schedule B** (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 theater manager will be provided with one hour per day of released time.
- 28.09. 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 B1** through **B8** and **Schedules C1** through **C3**. 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.

- 28.10. 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.
- 28.11. Teachers 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.

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%

ARTICLE 29 - EXTRA DUTY ASSIGNMENT AND COMPENSATION

- 29.01. Curriculum coordinators or program coordinators will be paid eight percent (8%) of:
- | | |
|----------|----------|
| 1997/98 | 1998/99 |
| \$27,285 | \$28,831 |
- They also will receive twenty (20) days of released time, such time to be approved by the appropriate administrator. A teacher will not gain tenure in the position of curriculum coordinator or program coordinator.
- 29.02. Teachers performing curriculum work during the summer will receive a stipend amount for such work:
- | | |
|------------------------------|----------|
| Regular committee assignment | \$575.00 |
| Chairperson assignment | \$775.00 |
- 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 fourteen hundred dollars (\$1400.00) in 1997/98 and fifteen hundred dollars (\$1500.00) in 1998/99 a school year to compensate for this added responsibility. 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.
- 29.04. The compensation for an administrative intern will be an additional twenty-five hundred dollars (\$2500.00) annually for a ten and one-half (10.5) month work year

annually.

- 29.05. Any teacher assigned to teach an extra class, as defined in this Agreement, will be paid per class period:
- | | |
|------------------|------------------|
| 1997/98 (9/1/97) | 1998/99 (9/1/98) |
| \$22.00 | \$23.00 |
- A teacher agreeing to teach an extra class on a permanent basis will be paid per class period:
- | | |
|------------------|------------------|
| 1997/98 (9/1/97) | 1998/99 (9/1/98) |
| \$34.00 | \$35.00 |
- 29.06. Summer school teachers and student service teachers will be paid twenty one dollars (\$21.00) per hour with one eighth (1/8) hour preparation time for summer school. Employment in summer school is not deemed to be continuous from year-to-year.
- 29.07. 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.
- 29.08. 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:
- | | |
|------------------|------------------|
| 1997/98 (9/1/97) | 1998/99 (9/1/98) |
| \$34.00 | \$35.00 |
- Middle School:
- | | |
|------------------|------------------|
| 1997/98 (9/1/97) | 1998/99 (9/1/98) |
| \$22.00 | \$23.00 |
- Student Services:
- | | |
|------------------|------------------|
| 1997/98 (9/1/97) | 1998/99 (9/1/98) |
| \$22.00 | \$23.00 |
- 29.09. 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.
- 29.10. Driver education teachers will be compensated twenty-one dollars (\$21.00)

per hour. (No preparation, no retroactive pay.)

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

- 29.11. 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.
- 29.12. 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> |
|-----------------|------------------|
| \$21.00 | \$29.00 |
- Varsity football will be considered as two games. Payment will be made through the regular payroll procedure.
- 29.13. The Athletic Chairperson will be given two hours of release time per day.
- 29.14. Teachers working during the summer recess for IEPC, scheduling and special placement will be paid twenty-one dollars (\$21.00) per hour with a minimum of three (3) hours per day that the teacher reports.
- 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:
- | 1997/98 (9/1/97) | 1998/99 (9/1/98) |
|------------------|------------------|
| \$20.50 | \$21.50 |

ARTICLE 30 - SEVERANCE PAY

- 30.01. Early Retirement Incentive:
- 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 dollars (\$60.00) per year for ten (10) years of service and ninety dollars (\$90.00) 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 eighty-five dollars (\$85.00) 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.

ARTICLE 31 - RESERVE TEACHER

- 31.01. The parties agree that a teacher who have been placed on layoff pursuant to the **Reduction in Staff** Article will be eligible for reserveteacher 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 thousand dollars (\$20,000.00) 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 and that every such contract will contain the following:

"This contract is subject to a collective labor agreement heretofore or hereafter negotiated by the Board and the exclusive bargaining representative of teachers employed by the Board. The terms of such collective labor agreement are incorporated herein and by accepting this contract you agree to be bound by all of such terms, including wage deduction provisions thereof."

- 33.02. On or before the 15th day of September of each year, the Association will 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 will thereupon deduct such amount in equal installment, as nearly as may be, from the paychecks of each teacher who has executed an individual contract of employment, and promptly pay such amount over to the Association or its designee. Upon remitting such amounts, the Board will have no further liability or responsibility with respect thereto.
- 33.03. 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

- 35.0.1 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 Committee.
 - C. At least one of the student's general education teachers will attend the IEPC.
- 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, including weighted counting if any.

The actual "weight" of a certified student will be determined by the building team and reported by the principal to the student enrollment office. Building team means

those professionals on staff (support staff, general education teachers and administrator) who work directly with the student being discussed.

- 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. 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.

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.
- 38.09. The Association will have involvement in the development of any Effective Schools Program.

ARTICLE 39 - PROFESSIONAL DEVELOPMENT

- 39.01. The teachers at either or both high schools may vote, as provided at **Teaching Hours - Schedules and Assignments** Article and **Site Based Decision** Article for a modified schedule in order to provide time for professional staff development. The vote will take place in the spring for the following school year.
- 39.02. Only in regards to professional development, **Teaching Hours - Schedules and Assignments** Article is modified to provide: Teachers at the high school are scheduled to report fifteen (15) minutes before the opening of the pupils' regular school day and will be permitted to leave five (5) minutes after the close of the pupils' regular school day. The schedule is incorporated herein by reference.
- 39.03. Only in regards to professional development, Section 8.04 is modified to provide: On the professional development day the high school students' class periods will either be on a rotating schedule or conducted daily for approximately thirty-six (36) minutes. Each spring the elected steering committee will conduct a vote through which a simple majority of the teaching staff voting will determine the preferred schedule. The remainder of the contracted work day will be committed to approximately one hundred-twenty (120) minutes of Professional Staff Development time which is to be non-student contact time.
- 39.04. The Association recognizes that attendance at professional staff development meetings is expected as a part of fulfilling contractual work day obligations.
- 39.05. Agendas for the professional staff development time will be the responsibility of a steering committee composed of one elected delegate from any department desiring representation and one administrator. Each member will have equal part in decisions affecting the use of professional staff development time. Efforts should be made to establish consensus as part of any committee determinations. Any individual staff member interested in participating may apply to the committee to become an ad hoc member. Any individual staff member may attend and participate in meetings as a non-voting participant.
- Agendas allowing for staff or departmental meetings, occasional independent work time or various activities related to the professional development of instructional staff will also be permitted.
- 39.06. 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 (e.g. establishing a process and timeline for canceling dates; adjustments for snow days).
- 39.07. The modified schedule for professional development terminates at the end of the school year, unless extended by a vote of the teachers as provided at **Site Based Decision** Article.
- 39.08. The specific professional development dates, and daily schedule will be provided, in writing, to the Association President by the Assistant Superintendent for Instruction.

ARTICLE 40 - DURATION OF AGREEMENT

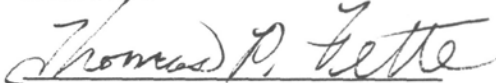
The Board and the Association have as of this date reached certain agreements and understandings which are contained herein and which will modify the existing Collective Bargaining Agreement which is currently in force. These agreements shall be effective immediately upon execution of this Agreement and shall continue in effect until the 31st day of August, 1999. 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



Catherine Perini Korreck
President

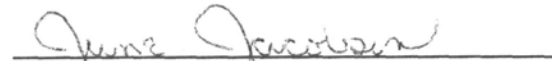


Thomas P. Fette
Executive Director

ROCHESTER BOARD OF EDUCATION



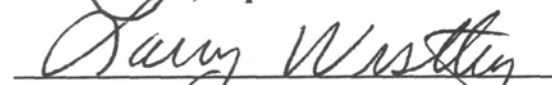
Darlene Janulis
President



June Jacobson
Secretary



John Schultz, Superintendent



Larry Westley
Executive Director, Human Resources

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

Catherine Perini Korreck
Cheryl Brandell
Tim Brooks
Connie Boswell
Bill Korompay
Thomas P. Fette

Members of the Rochester Board of Education Bargaining Team:

Dan Hickey
Dave Hurst
Don May
Minnie Phillips
Larry Westley

Rochester Education Association

Catherine Perini Korreck, President
Tim Brooks, Vice President
Bernadette Donohue, Secretary
Shirley Buckmaster, Treasurer
Connie Boswell, Elementary Trustee
Bill Korompay, Middle School Trustee
Judy McWhirter, High School Trustee

Rochester Community Schools Board of Education

Darlene Janulis, President
Irene Connors, Vice President
June Jacobson, Secretary
Debra Hartman, Treasurer
Gopala Garnepudi, Trustee
Theresa Mungoli, Trustee
Jeff Russell, Trustee

SALARY SCHEDULE A 1 1997/98 Payout

STEP	BA	BA+20	MA	MA+15	SPEC	DOCT
0.0	29744	30421	31270	32493	33388	34255
0.5	31341	32275	33418	34567	35674	36628
1.0	32548	33557	35001	36133	37297	38271
1.5	34017	34840	36575	37689	38922	39916
2.0	34960	36128	38158	39259	40543	41551
2.5	36166	37410	39732	41332	42161	43195
3.0	37368	38688	41305	42377	43780	44828
3.5	38565	39963	42881	43932	45398	46459
4.0	39767	41241	44450	45486	47017	48102
4.5	40964	42519	46023	47043	48634	49574
5.0	42161	43787	47591	48593	50242	51385
5.5	43521	45233	49356	50337	52069	53201
6.0	44889	46648	51125	52092	53878	55048
6.5	46263	48151	52903	53851	55725	56905
7.0	47651	49627	54695	55629	57573	58773
7.5	49040	51106	56503	57413	59437	60661
8.0	50630	52592	58318	59210	61305	62550
8.5	52034	54090	60150	61016	63191	64456
9.0	53272	55601	61985	62833	65082	66373
9.5	54695	57116	63835	64656	66992	68306
10.0	56131	58642	65860	66498	68909	70248

SALARY SCHEDULE A 2 1998/99

STEP	BA	BA+20	MA	MA+15	SPEC	DOCT
0.0	30545	31241	32112	33368	34287	35178
0.5	32185	33144	34318	35497	36635	37614
1.0	33425	34461	35943	37106	38301	39301
1.5	34933	35778	37560	38704	39970	40991
2.0	35902	37101	39185	40316	41635	42670
2.5	37140	38417	40802	42445	43297	44358
3.0	38375	39729	42417	43518	44959	46035
3.5	39604	41039	44036	45115	46620	47710
4.0	40838	42352	45647	46711	48283	49398
4.5	42067	43664	47263	48309	49944	50909
5.0	43296	44966	48873	49902	51595	52769
5.5	44693	46451	50685	51693	53471	54634
6.0	46098	47904	52502	53495	55329	56530
6.5	47509	49447	54328	55302	57225	58437
7.0	48935	50964	56168	57127	59123	60356
7.5	50360	52482	58024	58960	61038	62295
8.0	51993	54008	59889	60805	62956	64234
8.5	53435	55546	61770	62660	64893	66192
9.0	54706	57098	63654	64525	66835	68161
9.5	56168	58654	65554	66397	68796	70146
10.0	57643	60221	67633	68289	70765	72140

SALARY SCHEDULE B1 - 1997/98

Co-curricular Activity Performing Groups - Percentages

In the 1997/98 school year the salary for co-curricular activity positions listed below will be a percentage based on \$27,285.

High School

<u>Step</u>	<u>1</u>	<u>2</u>
Band Director	25%	26%
includes Marching Band, Concert Band, Pep Band, Band Camp, Preparation, Inventory, Jazz Band & Festivals/Competitions		
Assistant Band Director	2.5%	3%

Individual Bands

Band Camp (1 wk)	3.5%	3.5%
Prep. and Inv.	3.5%	3.5%
Band Concert	2.0%	2.0%
Band Marching	5.0%	5.0%
Band Pep	2.0%	2.0%
Band Jazz	2.5%	2.5%
Festivals/Competitions (all)	4.0%	4.0%

All other payments are to be arranged in advance and approved by the principal

Vocal Music	14%	15%
Includes four (4) performances, all festivals/competitions		

Theater - Non-Musical Play

limit of two (2) plays per building with approval of the principal. Plays will be 2 or 3 acts

Director	5.0%	5.5%
for each production		
Technical Director	1.5%	2.0%
for each production		
Assistant Director	1.5%	2.0%
for each production		

Theater - Musical Play

limit of one (1) play per building with approval of the principal. Plays will be 2 or 3 acts.

Director	10.0%	11.0%
for each production		
Vocal Director	4.0%	4.5%
for each production		
Pit Orchestra Director	4.0%	4.5%
for each production		
Technical Director	1.5%	2.0%
for each production		
Assistant Director	1.5%	2.0%
for each production		

Specific Theater Projects

one act plays, children's theater, limit of three (3) per building with approval of principal

Director	1.5%	2.0%
for each production		

Middle School

<u>Step</u>	<u>1</u>	<u>2</u>
Band Director	10%	11%
includes Instrumental Band, four (4) performances per building and all festivals/competitions		

Individual Bands

Band Pep	2.0%	2.0%
Band Jazz	2.5%	2.5%
Festivals/Competitions (all)	2.0%	2.0%

Vocal Music	10%	11%
Includes four (4) performances per building, all festivals/competitions		

Theater

limit of four (4) productions per building with approval of principal

Director	3.0%	3.5%
for each production		
Assistant Director	1.5%	2.0%
for each production		

Elementary School

<u>Step</u>	<u>1</u>	<u>2</u>
Vocal Music	2.0%	2.0%
for each production, maximum three (3) per building		

SALARY SCHEDULE B2 - 1997/98

Co-curricular Activity Performing Groups - Dollar Payments

In the 1997/98 school year the salary for co-curricular activity positions listed below will be a percentage based on \$27,285.

High School

Step	1	2
Band Director	\$6821	\$7094
includes Marching Band, Concert Band, Pep Band, Band Camp, Preparation, Inventory, Jazz Band & Festivals/Competitions		
Assistant Band Director	\$682	\$819

Individual Bands

Band Camp (1 wk)	\$955	\$955
Prep. & Inv.	\$955	\$955
Band Concert	\$546	\$546
Band Marching	\$1364	\$1364
Band Pep	\$546	\$546
Band Jazz	\$682	\$682
Festivals/Competitions(all)	\$1091	\$1091

All other payments are to be arranged in advance and approved by the building principal

Vocal Music **\$3820** **\$4093**

Includes four (4) performances, festivals/competitions

Theater - Non-Musical Play

limit of two (2) plays per building with approval of the principal. Plays will be 2 or 3 acts

Director	\$1364	\$1501
for each production		
Technical Director	\$409	\$546
for each production		
Assistant Director	\$409	\$546
for each production		

Theater - Musical Play

limit of one (1) play per building with approval of the principal. Plays will be 2 or 3 acts.

Director	\$2729	\$3001
for each production		
Vocal Director	\$1091	\$1228
for each production		
Pit Orchestra Director	\$1091	\$1228
for each production		
Technical Director	\$409	\$546
for each production		
Assistant Director	\$409	\$546
for each production		

Specific Theater Projects

one act plays, children's theater, limit of three (3) per building with approval of principal

Director	\$409	\$546
for each production		

Middle School

Step	1	2
Band Director	\$2729	\$3001
includes Instrumental Band, four (4) performances per building and all Festivals and Competitions		

Individual Bands

Band Pep	\$546	\$546
Band Jazz	\$682	\$682
Festivals/Competitions (all)	\$546	\$546

Vocal Music **\$2729** **\$3001**

Includes four (4) performances per building, all festivals/competitions

Theater

limit of four (4) productions per building with approval of the principal

Director	\$819	\$955
for each production		
Assistant Director	\$409	\$546
for each production		

Elementary School

Step	1	2
Vocal Music	\$546	\$546
for each production, maximum three (3) per building		

SALARY SCHEDULE B3 - 1997/98

Co-Curricular Other Activities - Percentages

In the 1997/98 school year the salary for co-curricular activity positions listed below will be a percentage based on \$27,285.

High School

Art Display per teacher	1.0%
Debate Competition	5.0%
Forensics Competition	5.0%
Journalism + class	5.0%
Student Council + class	10%
Video Production/Coordinator per semester, includes 5 events	1.0%
Yearbook + class	6.0%

Class Advisors

Senior	6.0%
Junior	4.0%
Sophomore	4.0%
Freshman	4.0%

Clubs

Honor Society	3.0%
Interact	3.0%
Key Club	3.0%

Middle School

Art Display per teacher	1.0%
Clubs two (2) per building	3.0%
Future Problem Solving	4.0%
Journalism if not offered as a class, it will be a club	4.0%
Math Pentathlon	4.0%
Odyssey of the Mind	4.0%
Student Council	8.0%
Yearbook + class	4.0%
Yearbook w/o class	10%

Elementary School

Art Display per teacher	1.0%
Clubs	2.0%
Safety Patrol	3.0%
Science Coordinator at each building	3.0%
Service Squad	3.0%

SALARY SCHEDULE B4 - 1997/98

Co-curricular Activity Other Activities - Dollar payments

In the 1997/98 school year the salary for co-curricular activity positions listed below will be a percentage based on \$27,285.

High School

Art Display	\$273
per teacher	
Debate Competition	\$1364
Forensics Competition	\$1364
Journalism + class	\$1364
Student Council	\$2729
+ class	
Video Production/Coordinator	
per semester, includes 5 events	\$273
Yearbook + class	\$1637

Class Advisors

Senior	\$1637
Junior	\$1091
Sophomore	\$1091
Freshman	\$1091

Clubs

Honor Society	\$819
Interact	\$819
Key Club	\$819

Middle School

Art Display	\$273
per teacher	
Clubs	\$819
two (2) per building	
Future Problem Solving	\$1091
Journalism	\$1091
if not offered as a class, it will be a club	
Math Pentathlon	\$1091
Odyssey of the Mind	\$1091
Student Council	\$2183
Yearbook + class	\$1091
Yearbook w/o class	\$2729

Elementary School

Art Display	\$273
per teacher	
Clubs	\$546
Safety Patrol	\$819
Science Coordinator	\$819
at each building	
Service Squad	\$819

SALARY SCHEDULE B5 - 1998/99

Co-curricular Activity Performing Groups - Percentages

In the 1998/99 school year, the salary for co-curricular activity positions listed below will be a percentage based on \$27,831.

High School

Step	1	2	3
Band Director	25%	26%	27%

includes Marching Band, Concert Band, Pep Band, Band Camp, Preparation, Inventory, Jazz Band, Festivals and Competitions

Assistant Band Director	2.5%	3.0%	3.5%
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Individual Bands

Band Camp (1 wk)	3.5%	3.5%	3.5%
Prep. and Inv.	3.5%	3.5%	3.5%
Band Concert	2.0%	2.0%	2.0%
Band Marching	5.0%	5.0%	5.0%
Band Pep	2.0%	2.0%	2.0%
Band Jazz	2.5%	2.5%	2.5%
Festivals/Competitions (all)	4.0%	4.0%	4.0%

All other payments are to be arranged in advance and approved by the principal

Vocal Music	14%	15%	16%
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Includes four (4) performances, all festivals/competitions

Theater - Non-Musical Play

limit of two (2) plays per building with approval of the principal. Plays will be 2 or 3 acts.

Director	5.0%	5.5%	6.0%
-----------------	------	------	------

for each production

Technical Director	1.5%	2.0%	2.5%
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for each production

Assistant Director	1.5%	2.0%	2.5%
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for each production

Theater - Musical Play

limit of one (1) play per building with approval of the principal. Plays will be 2 or 3 acts.

Director	10%	11%	12%
-----------------	-----	-----	-----

for each production

Vocal Director	4.0%	4.5%	5.0%
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for each production

Pit Orchestra Director	4.0%	4.5%	5.0%
-------------------------------	------	------	------

for each production

Technical Director	1.5%	2.0%	2.5%
---------------------------	------	------	------

for each production

Assistant Director	1.5%	2.0%	2.5%
---------------------------	------	------	------

for each production

Specific Theater Projects

one act plays, children's theater; limit of three (3) per building with approval of principal

Director	1.5%	2.0%	2.5%
-----------------	------	------	------

for each production

Middle School

Step	1	2	3
Band Director	10%	11%	12%

includes Instrumental Band, four (4) performances per building and all festivals/competitions

Individual Bands

Band Pep	2.0%	2.0%	2.0%
-----------------	------	------	------

Band Jazz	2.5%	2.5%	2.5%
------------------	------	------	------

Festivals/Competitions (all)	2.0%	2.0%	2.0%
-------------------------------------	------	------	------

Vocal Music	10%	11%	12%
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Includes four (4) performances per building, all festivals/competitions

Theater

limit of four (4) productions per building with approval of principal

Director	3.0%	3.5%	4.0%
-----------------	------	------	------

for each production

Assistant Director	1.5%	2.0%	2.5%
---------------------------	------	------	------

for each production

Elementary School

Step	1	2	3
Vocal Music	2.0%	2.0%	2.0%

for each production, maximum three (3) per building

SALARY SCHEDULE B6 - 1998/99

Co-curricular Activity Performing Groups - Dollar Payments

In the 1998/99 school year, the salary for co-curricular activity positions listed below will be a percentage based on \$27,831.

High School

Step	1	2	3
Band Director	\$6958	\$7236	\$7514
includes Marching Band, Concert Band, Pep Band, Band Camp, Preparation, Inventory, Jazz Band, Festivals and Competitions			
Assistant Band Director	\$696	\$835	\$974
Individual Bands			
Band Camp (1 wk)	\$974	\$974	\$974
Prep. & Inv.	\$974	\$974	\$974
Band Concert	\$557	\$557	\$557
Band Marching	\$1392	\$1392	\$1392
Band Pep	\$557	\$557	\$557
Band Jazz	\$696	\$696	\$696
Festivals/Competitions(all)	\$1113	\$1113	\$1113

All other payments are to be arranged in advance and approved by the building principal

Vocal Music **\$3896 \$4175 \$4453**
Includes four (4) performances, festivals/competitions

Theater - Non-Musical Play

limit of two (2) plays per building with approval of the principal. Plays will be 2 or 3 acts.

Director **\$1392 \$1531 \$1670**
for each production

Technical Director **\$417 \$557 \$696**
for each production

Assistant Director **\$417 \$557 \$696**
for each production

Theater - Musical Play

limit of one (1) play per building with approval of the principal. Plays will be 2 or 3 acts.

Director **\$2783 \$3061 \$3340**
for each production

Vocal Director **\$1113 \$1252 \$1392**
for each production

Pit Orchestra Director **\$1113 \$1252 \$1392**
for each production

Technical Director **\$417 \$557 \$696**
for each production

Assistant Director **\$417 \$557 \$696**
for each production

Specific Theater Projects

one act plays, children's theater, limit of three (3) per building with approval of principal

Director **\$417 \$557 \$696**
for each production

Middle School

Step	1	2	3
Band Director	\$2783	\$3061	\$3340
includes Instrumental Band, four (4) performances per building and all Festivals and Competitions			
Individual Bands			
Band Pep	\$557	\$557	\$557
Band Jazz	\$696	\$696	\$696
Festivals/Competitions(all)	\$557	\$557	\$557

Vocal Music **\$2783 \$3061 \$3340**
Includes four (4) performances per building, all festivals/competitions

Theater

limit of four (4) productions per building with approval of the principal

Director **\$835 \$974 \$1113**
for each production

Assistant Director **\$417 \$557 \$696**
for each production

Elementary School

Step	1	2	3
Vocal Music	\$557	\$557	\$557
for each production, maximum three (3) per building			

SALARY SCHEDULE B7 - 1998/99

Co-curricular Activity Other Activities - Percentages

In the 1998/99 school year the salary for co-curricular activity positions listed below will be a percentage based on \$27,831.

High School

Art Display per teacher	1.0%
Debate Competition	5.0%
Forensics Competition	5.0%
Journalism + class	5.0%
Student Council + class	10%
Video Production/Coordinator per semester, includes 5 events	1.0%
Yearbook + class	6.0%

Class Advisors

Senior	6.0%
Junior	4.0%
Sophomore	4.0%
Freshman	4.0%

Clubs

Honor Society	3.0%
Interact	3.0%
Key Club	3.0%

Middle School

Art Display per teacher	1.0%
Clubs two (2) per building	3.0%
Future Problem Solving	4.0%
Journalism if not offered as a class, it will be a club	4.0%
Math Pentathlon	4.0%
Odyssey of the Mind	4.0%
Student Council	8.0%
Yearbook + class	4.0%
Yearbook w/o class	10%

Elementary School

Art Display per teacher	1.0%
Clubs	2.0%
Safety Patrol	3.0%
Science Coordinator at each building	3.0%
Service Squad	3.0%

SALARY SCHEDULE B8 - 1998/99

Co-curricular Activity Other Activities - Dollar payments

In the 1998/99 school year the salary for co-curricular activity positions listed below will be a percentage based on \$27,831.

High School

Art Display	\$278
per teacher	
Debate Competition	\$1392
Forensics Competition	\$1392
Journalism + class	\$1392
Student Council	\$2783
+ class	
Video Production/Coordinator	
per semester, included 5 events	\$278
Yearbook + class	\$1670

Class Advisors

Senior	\$1670
Junior	\$1113
Sophomore	\$1113
Freshman	\$1113

Clubs

Honor Society	\$835
Interact	\$835
Key Club	\$835

Middle School

Art Display	\$278
per teacher	
Clubs	\$835
two (2) per building	
Future Problem Solving	\$1113
Journalism	\$1113
if not offered as a class, it will be a club	
Math Pentathlon	\$1113
Odyssey of the Mind	\$1113
Student Council	\$2226
Yearbook + class	\$1113
Yearbook w/o class	\$2783

Elementary School

Art Display	\$278
per teacher	
Clubs	\$557
Safety Patrol	\$835
Science Coordinator	\$835
at each building	
Service Squad	\$835

SALARY SCHEDULE C1
Coaching - Percentages

In the 1997/98 school year the salary for coaching positions listed below will be a percentage based on \$27,285. In the 1998/99 school year, the percentage will be based on \$27,831.

Category	Step	1	2	3	4	5
Basketball, Football						
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%
Baseball, Gymnastics, Swimming, Softball, Track, Soccer, Wrestling, Volleyball						
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%
Cross Country, Golf, Skiing, Tennis, Cheer Team per season						
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%
Building Athletic Director, Activities Director						
IV HS Bldg. AD		16.0%	17.0%	18.0%	19.0%	20.0%
IV HS Act. Dir.		13.0%	14.0%	15.0%	16.0%	17.0%
IV MS Bldg. AD		9.6%	10.2%	10.8%	11.4%	12.0%
IV MS Bldg. Act. Dir.		9.6%	10.2%	10.8%	11.4%	12.0%

LONGEVITY: Any Coach (category I-IV) with in-district coaching experience will be granted a longevity factor for any and all coaching contracts on the following basis:
6-9 years 15%; 10-14 years 20%; 15+ years 25%

SALARY SCHEDULE C2
Coaching - Dollar payments 1997/98

In 1997/98 school year, the salary for coaching positions listed below are a result of the percentage applied to the base of \$27,285.

Step	1	2	3	4	5	6-9	10-14	15+
Basketball Football								
I Varsity	4366	4638	4911	5184	5457	6276	6548	6821
I Asst. Var/Hd Jv	3056	3247	3438	3629	3820	4393	4584	4775
I Asst JV/Hd Frosh	2619	2783	2947	3110	3274	3765	3929	4093
I Asst Frosh/7&8	2183	2319	2456	2592	2729	3138	3274	3411

Baseball, Gymnastics, Swimming, Softball, Track, Soccer, Wrestling, Volleyball								
II Varsity	3547	3820	4093	4366	4638	5334	5566	5798
II Asst. Var/Hd Jv	2483	2674	2865	3056	3247	3734	3896	4059
II Asst JV/Hd Frosh	2128	2292	2456	2619	2729	3138	3274	3411
II Asst Frosh/7&8	1774	1910	2046	2183	2319	2667	2783	2899

Cross Country, Golf, Skiing, Tennis, Cheer Team (per season)								
III Varsity	2729	3001	3274	3547	3820	4393	4584	4775
III Asst. Var/Hd Jv	1910	2101	2292	2483	2674	3075	3209	3342
III Asst JV/Hd Frosh	1637	1801	1965	2128	2292	2636	2750	2865
III Asst Frosh/7&8	1364	1501	1637	1774	1910	2196	2292	2387

Bldg Athletic Director, Activities Director								
IV HS Bldg Ad	4366	4638	4911	5184	5457	6276	6548	6821
IV HS Act Dir	3547	3820	4093	4366	4638	5334	5566	5798
IV MS Bldg AD	2619	2783	2947	3110	3274	3765	3929	4093
IV MS Bldg Act Dir	2619	2783	2947	3110	3274	3765	3929	4093

SALARY SCHEDULE C3
Coaching - Dollar payments 1998/99

In 1998/99 school year, the salary for coaching positions listed below are a result of the percentage applied to the base of \$27,831.

Step	1	2	3	4	5	6-9	10-14	15+
Basketball Football								
I Varsity	4453	4731	5010	5288	5566	6401	6679	6958
I Asst. Var/Hd Jv	3117	3312	3507	3702	3896	4481	4676	4870
I Asst JV/Hd Frosh	2672	2839	3006	3173	3340	3841	4008	4175
I Asst Frosh/7&8	2226	2366	2505	2644	2783	3201	3340	3479

Baseball, Gymnastics, Swimming, Softball, Track, Soccer, Wrestling, Volleyball								
II Varsity	3618	3896	4175	4453	4731	5441	5678	5914
II Asst. Var/Hd Jv	2533	2727	2922	3117	3312	3809	3974	4140
II Asst JV/Hd Frosh	2171	2338	2505	2672	2783	3201	3340	3479
II Asst Frosh/7&8	1809	1948	2087	2226	2366	2720	2839	2957

Cross Country, Golf, Skiing, Tennis, Cheer Team (per season)								
III Varsity	2783	3061	3340	3618	3896	4481	4676	4870
III Asst. Var/Hd Jv	1948	2143	2338	2533	2727	3137	3273	3409
III Asst JV/Hd Frosh	1670	1837	2004	2171	2338	2688	2805	2922
III Asst Frosh/7&8	1392	1531	1670	1809	1948	2240	2338	2435

Bldg Athletic Director, Activities Director								
IV HS Bldg AD	4453	4731	5010	5288	5566	6401	6679	6958
IV HS Act Dir	3618	3896	4175	4453	4731	5441	5678	5914
IV MS Bldg AD	2672	2839	3006	3173	3340	3841	4008	4175
IV MS Bldg Ast Dir	2672	2839	3006	3173	3340	3841	4008	4175

SCHEDULE D 1
School Calendar - 1997/98

T August 19	New Teacher Orientation
M August 25	Teachers report, AM building meetings, PM Teacher room preparation
T August 26	1st day of school - half day grades K-12
Th August 28	Labor Day recess begins at end of day (K-12)
T September 2	Classes resume (K-12)
F September 26	1st quarter interims forms provided to teacher
W October 8	Evening Conferences (9-12)
Th October 9	Evening Conferences (6-8)
W October 15	Evening Conferences (6-8)
Th October 16	Evening Conferences (9-12)
F October 17	No students (6-12) AM Conferences (6-12) PM conference compensatory time (6-12)
Th October 30	End of 1st marking period (K-12)
F October 31	No students (K-12) AM teacher records (K-12) PM Fall Conferences compensatory time (K-12)
M November 3	Second quarter begins
T November 4	Election Day Staff in-service (K-12) - no students
T November 11	Report cards distributed by end of school day
Th November 13	Evening Conferences (K-5)
F November 14	No students (K-5) AM Conferences (K-5) PM Conference compensatory time (K-5)
W November 19	Evening Conferences (K-5)
W November 26	Thanksgiving recess begins at end of day - (K-12)
M December 1	Classes resume (K-12)
F December 5	2nd quarter interim forms provided to teacher
F December 19	Winter recess begins at end of day (K-12)
M January 5	Classes resume (K-12)
W January 14	AM Student exams (6-12) PM teacher records day (6-12)
Th January 15	AM students half day (K-5) AM student exams (6-12) PM teacher records day (K-12)
F January 16	End of 2nd marking period / 1st semester AM students half day (K-5) AM student exams (6-12)

F January 16	PM teacher records (K-12)
M January 19	Martin Luther King Jr.'s Birthday Observance - no school (K-12)
T January 20	2nd semester/3rd quarter begins
T January 27	Report cards distributed by end of school day
F February 13	Midwinter recess begins at end of full day (K-12) Midwinter recess includes Spring Parent/Teacher Conferences compensatory time, Feb 16
M February 23	Classes resume (K-12)
F February 27	3rd quarter interim forms provided to teacher
W March 4	Evening Conferences (9-12)
Th March 5	Evening Conferences (6-8)
T March 10	Evening Conferences (9-12)
W March 11	Evening Conferences (6-8)
Th March 12	Evening Conferences (K-5)
W March 18	Evening Conferences (K-5)
Th April 2	End of 3rd marking period (K-12)
F April 3	No students (K-12) AM staff in-service (K-12) PM teacher records (K-12)
M April 6	4th quarter begins
Th April 9	Spring recess begins at end of day (K-12)
M April 20	Classes resume (K-12)
Th April 23	3rd quarter report cards distributed by end of school day
F May 15	4th quarter interim forms provided to teacher
F May 22	Memorial Day recess begins at end of day (K-12)
T May 26	Classes resume (K-12)
M June 15	AM students half day (K-5) AM student exams (6-11) PM teacher records (K-12)
T June 16	AM students half day (K-5) AM student exams (6-11) PM teacher records (K-12)
W June 17	AM students half day (K-5) AM student exams (6-11) PM teacher records (K-12)
F June 19	End of 2nd semester and school year 4th quarter report cards due to building office.

181 student days 6 half days (K-5) 7 half days (6-12)
186 teacher work days

SCHEDULE D 2
School Calendar - 1998/99

Th August 20	New Teacher Orientation
M August 24	Teachers report, AM building meetings, PM Teacher room preparation
T August 25	1st day of school - half day grades K-12
Th September 3	Labor Day recess begins at end of day (K-12)
T September 8	Classes resume (K-12)
F September 25	1st quarter interims forms provided to teacher
W October 7	Evening Conferences (6-8)
Th October 8	Evening Conferences (9-12)
W October 14	Evening Conferences (9-12)
Th October 15	Evening Conferences (6-8)
F October 16	No students (6-12) AM Conferences (6-12) PM conference compensatory time (6-12)
Th October 29	End of 1st marking period (K-12)
F October 30	No students (K-12) AM teacher records (K-12) PM Fall Conferences compensatory time (K-12)
M November 2	Second quarter begins
T November 3	Election Day Staff in-service (K-12) - no students
T November 10	Report cards distributed by end of day
Th November 12	Evening Conferences (K-5) *
F November 13	No students (K-5) AM Conferences (K-5) * PM Conference compensatory time (K-5)
W November 18	Evening Conferences (K-5) *
W November 25	Thanksgiving recess begins at end of day - (K-12)
M November 30	Classes resume (K-12)
F December 4	2nd quarter interim forms provided to teacher
F December 18	Winter recess begins at end of day (K-12)
M January 4	Classes resume (K-12)
W January 13	AM Student exams (6-12) PM teacher records day (6-12)
Th January 14	AM students half day (K-5) AM student exams (6-12) PM teacher records day (K-12)
F January 15	End of 2nd marking period / 1st semester AM students half day (K-5) AM student exams (6-12) PM teacher records (K-12)
M January 18	Martin Luther King Jr.'s Birthday Observance - no school (K-12)

T January 19	2nd semester/3rd quarter begins
T January 26	Report cards distributed by end of day
F February 12	Midwinter recess begins at end of full day (K-12) (Midwinter recess includes Spring Parent/Teacher Conferences compensatory time, Feb 15)
M February 22	Classes resume (K-12)
F February 26	3rd quarter interim forms provided to teacher
W March 3	Evening Conferences (6-8)
Th March 4	Evening Conferences (9-12)
T March 9	Evening Conferences (6-8)
W March 10	Evening Conferences (9-12)
Th March 11	Evening Conferences (K-5) *
W March 17	Evening Conferences (K-5) *
W March 31	End of 3rd marking period (K-12)
Th April 1	No students (K-12) AM staff in-service (K-12) PM teacher records (K-12) Spring recess begins at end of day (K-12)
M April 12	Classes resume (K-12) 4th quarter begins
Th April 22	3rd quarter report cards distributed by end of day
F May 14	4th quarter interim forms provided to teacher
F May 28	Memorial Day recess begins at end of day (K-12)
M June 1	Classes resume (K-12)
M June 14	AM student half day (K-5) AM students exams (6-11) PM teacher records (K-12)
T June 15	AM students half day (K-5) AM student exams (6-11) PM teacher records (K-12)
W June 16	AM students half day (K-5) AM student exams (6-11) PM teacher records (K-12) End of fourth marking period/2nd semester and school year
F June 18	4th quarter report cards due to building office.

* These dates may be adjusted pending further study.

181 student days 6 half days (K-5) 7 half days (6-12)
186 teacher work days

SCHEDULE E

Pay Dates

1997/98

September 5, 1997*

*(1st pymt contract 1997/98)

September 19, 1997

October 3, 1997

October 17, 1997

October 31, 1997

November 14, 1997

November 26, 1997

December 12, 1997

December 23, 1997

January 9, 1998

January 23, 1998

February 6, 1998

February 20, 1998

March 6, 1998

March 20, 1998

April 3, 1998

April 17, 1998

May 1, 1998

May 15, 1998

May 29, 1998

June 12, 1998*

*(last pymt contract 97/98 21 pays)

June 25, 1998

July 9, 1998

July 23, 1998

August 6, 1998

August 21, 1998**

** (last pymt contract 97/98 - 26 pays)

1998/99

September 4, 1998*

*(1st pymt contract 98/99)

September 18, 1998

October 2, 1998

October 16, 1998

October 30, 1998

November 13, 1998

November 25, 1998

December 11, 1998

December 22, 1998

January 8, 1999

January 22, 1999

February 5, 1999

February 19, 1999

March 5, 1999

March 19, 1999

April 1, 1999

April 16, 1999

April 30, 1999

May 14, 1999

May 28, 1999

June 11, 1999*

*(last pymt contract 98/99 - 21 pays)

June 24, 1999

July 8, 1999

July 22, 1999

August 5, 1999

August 20, 1999**

** (last pymt contract 98/99 26 pays)

SCHEDULE F
Blue Cross/Blue Shield Benefit Explanation

PSG Benefits include surgery, anesthesia, accidental injury first aid, diagnostic radiology, therapeutic radiology, consultation, technical surgical assistance, laboratory and pathology services; OB delivery, obstetrics including pre-natal and post natal care, laboratory services, out-patient psychiatric care and convalescent care.

COMPREHENSIVE HOSPITAL

Complete hospital care without any co-payments or deductibles. 120 days for general medical conditions 30 of these days may be used for nervous and mental conditions.

PCES Precertification of Elective Surgery - BCBSM Voluntary Second Surgical Opinion Rider. This provides benefits of second opinion consultations prior to any inpatient elective surgery in Michigan hospitals.

Pre 100 Requires your doctor to request approval for all elective (non-emergency) inpatient admissions to participating Michigan hospitals. Your doctor must send Blue Cross a special form at least two weeks before the admission. If a two-week notice is not possible, your doctor can call Blue Cross for an immediate review of the admission request.

You will not be held responsible for charges for services which were not approved if your doctor makes a mistake affecting the Predetermination process, provided it is a mistake over which you have no control.

D45NM Provides 365 days of in-hospital care with care for nervous and mental conditions increased to 45 days.

CC Provides for convalescent care up to 730 days, with each day of care being charged against the maximum benefit period as 1/2 day of hospital care.

CLC Extends in-hospital care by a physician to include care in an extended care facility with a maximum of 730 days of care and an average of two visits per week for general conditions and 90 days for nervous and mental conditions during a continuous period.

OPC Provides for out-patient psychiatric care to a maximum of \$400 per member per calendar year. Master Medical takes over after the \$400 expenditure.

OPPC Provides coverage for outpatient psychiatric care in an approved outpatient psychiatric facility. Total BCBSM benefit for all outpatient psychiatric services is limited to \$400.00 per member per calendar year.

ML This rider eliminates a subscriber's contribution (of \$5.00 or 10%, whichever is

greater) for diagnostic laboratory and pathology, diagnostic radiology and therapeutic radiology.

F AE-RC Provides benefits for treatment of medical emergencies and accidental injury as part of Emergency First Aid, but pays the reasonable and customary charges of the physician.

RM Provides benefits for routine mammograms to screen for cancer of the breast subject to the following frequency limitations:

1. One baseline mammogram when the member is at least age 35 and less than 40.
2. One mammogram in any calendar year when the member is age 40 and older.

More frequent mammograms will be covered when specifically prescribed because of the presence of suspect malignancy or required as a postoperative mammogram. Benefits for mammogram are subject to any member's liability requirements for diagnostic services.

PSA Prostate specific antigen test (PSA) payable regardless of the medical condition or diagnosis reported.

MMC-PC Benefits are added for preventive care of children, subject to Master Medical deductibles and coinsurance requirements, for the following services: Well Baby Care, routine visits to a physician to monitor the development and well being of infants through the age of 18 months; Children's physical examinations, visits to a physician for periodic physical examinations of children from the age of 24 months through the age of 19 years; Children's immunizations, immunizations for children through age 6 years.

RPS Provides coverage for laboratory and pathology services for Routine Pap Smear payable once in a twelve month period.

XF-EF Exact Fill Complements Medicare Part A by paying covered basic benefits in amounts which are not covered by Medicare benefits. Eligible subscribers are entitled to receive benefits equal to those in the Comprehensive Hospital Care Certificate and any benefit riders, excluding benefits provided by Medicare.

DC Provides coverage for dependent children continuation to age 25 or indefinitely if totally and permanently disabled.

SD Provides coverage for sponsored dependents, with the exception of Master Medical.

COB-3B Coordination of benefits against other group health coverage. The percent of the member's coordination towards the subscription fee is not a factor.

SAT-II Adds coverage for Residential Substance Abuse Programs operated by hospitals. This Benefit is subject to day and dollar maximums.

SOT-PE Normal services for Human Cornea, Kidney, Skin and Bone Marrow transplants - plus additional services in approved facilities, with no copayments, only for Liver, Heart, Heart-Lung or Pancreas - from 5 days before to one year after, including \$10,000 for transportation, meals and lodging for patient and one companion (two if patient is a minor) - up to \$10,000 a year for anti-rejection drugs, renewed yearly - to a lifetime maximum of \$1 million (for additional services only) - contracts effective on or after 4-1-85, subject to a 9 month wait for pre-existing conditions.

GLE-1 Excludes benefits for care, services, supplies or devices which are experimental or research in nature.

Preferred RX Provides for prescription drugs and injectible insulin payable at 100% of the BCBSM approved amount, minus the member's \$5.00 copayment when obtained from a Preferred Rx panel provider. Coverage also requires dispensing of generic equivalent drugs. Excludes benefits for contraceptive drugs and drugs dispensed for cosmetic purposes.

PD-MAC Unless doctor specified, generic drugs will be dispensed.

Master Medical (MM-1) Option 1 allowable health care expenses. 80% reimbursement on all but psychiatric and private duty nursing which is 50%. Deductible is \$100 for one person or \$200 for two or more persons.

ASC modification 602 This rider increases psychological service and private duty nursing services in MM1 to 75% the same level as in MM4.

PPNV-1 Provides immediate maternity benefits including pre and post natal visits and delivery charge. This rider will not be listed because it is included in the PSG coverage.

MM-65 Master Medical 65 Benefits supplement the benefits of the government Medicare program and the benefits provided by your Blue Cross/Blue Shield 65 coverage. Master Medical 65 has two parts: "Extended Benefits" and "Additional Benefits". Allowable health care expenses exceeding \$100.00 with an 80% reimbursement on all but psychiatric and private duty nursing which is 50%.

MMC-PD Exclusion of prescription drug benefits from Master Medical.

MMC-PDC Prior Carrier Deductible Carryover.

MM65-AL Clarifies the co-payment and deductibles are not a Master Medical benefit.

VST Provides coverage for voluntary sterilization

CNM Extends maternity benefits to include some services performed by a certified nurse midwife such as: services for normal vaginal delivery when performed in an inpatient hospital

setting or a birthing center which is hospital affiliated, state licensed and accredited as defined and approved by BCBSM. Also includes prenatal and one post natal visit if covered under current coverage.

ASFP Provides outpatient surgery benefits in an approved freestanding facility, when the use of extensive hospital facilities and support systems are not required.

HMN Defines hospital medical necessity.

BMT Bone marrow transplant benefits for specific conditions. Donors must meet genetic marker criteria. Requires prior approval by BCBSM.

RAPS, RAPS2 Establishes reimbursement levels for covered services.

XTMJ, MMCXTMJ Clarifies benefits for temporomandibular jaw joint disorders.

PTB Increase the hospital and physician medical care benefits for the treatment of pulmonary tuberculosis from 45 to 365 days (the same as any general condition).

CNP Allows payment to participating Certified Nurse Practitioners when performed in rural county and in Wayne and Oakland counties.

TSA Expands coverage for technical surgical assistance to include surgical procedures performed in an outpatient hospital setting.

SUBRO2 Clarifies BCBSM's subrogation rights.

RDC Establishes reimbursement levels for covered dental services.

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