

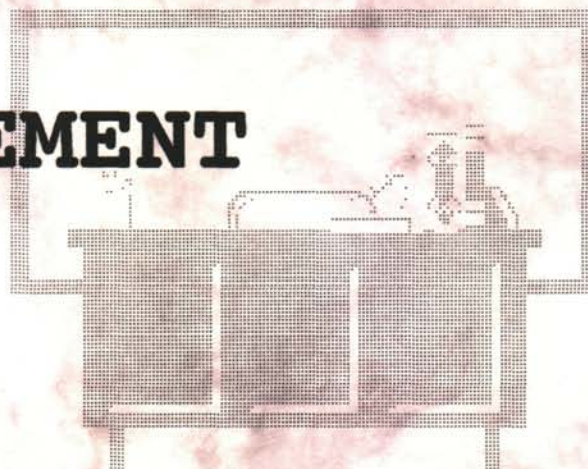
**ROSEVILLE  
COMMUNITY  
SCHOOLS**

**AND  
THE**

**ROSEVILLE  
FEDERATION  
OF  
TEACHERS**

**AGREEMENT**

**1996-1998**



*Roseville Community Schools*







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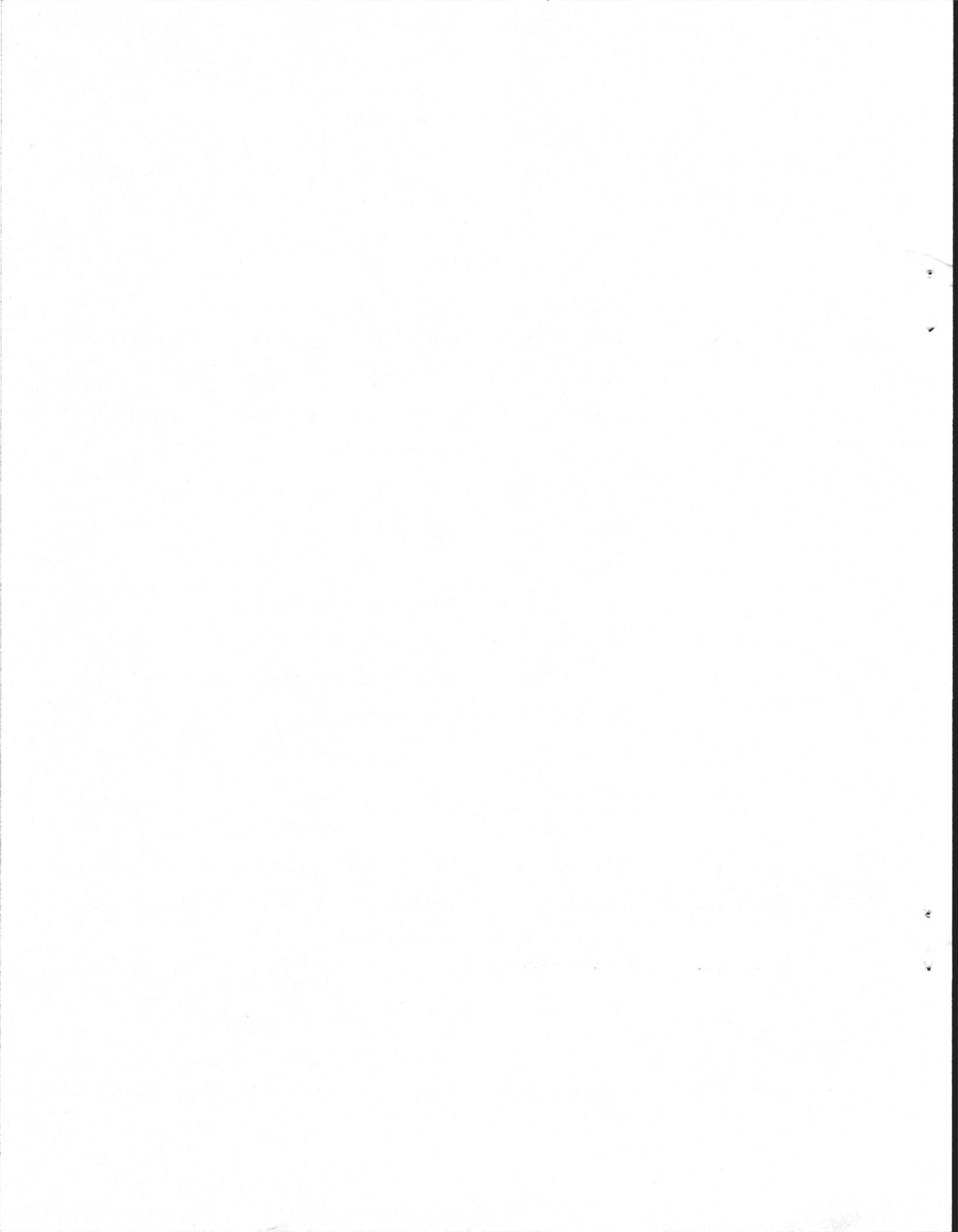


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AGREEMENT  
BETWEEN THE BOARD OF EDUCATION  
OF THE ROSEVILLE COMMUNITY SCHOOLS  
AND THE ROSEVILLE FEDERATION OF TEACHERS

This agreement for the 1996/98 school years is made by and between the Board of Education of the Roseville Community Schools, Macomb County Michigan (hereinafter called the "Board") and the Roseville Federation of Teachers, Local 1071, AFL-CIO, affiliated with the American Federation of Teachers, and the Michigan Federation of Teachers, (hereinafter called the "Union").

ARTICLE I - UNION RIGHTS

Section 1  
UNION RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative for all certified personnel employed under contract by the district including state approved School Social Workers, School Psychologists, Licensed Occupational and Physical Therapists, Teachers of the Language Impaired, the Orthopedically Handicapped, the Emotionally Impaired, the Learning Disabled, the Mentally Impaired, the Homebound, Permanent Substitutes, Certified Teacher Interns, and Building Assistants but excluding Central Administrators, Principals, Assistant Principals, Teacher-Principals, Lunch Program Director, Director of Federal Programs other administrative positions established by the Board of Education, per diem Substitute Teachers, and Student Teachers.

The Roseville Federation of Teachers shall be the bargaining agent for employees classified as Building Assistants who will be employed under such conditions as shall be negotiated by the parties.

Section 2  
FAIR REPRESENTATION

The Union agrees to represent all teachers in the bargaining unit and to admit persons to membership without discrimination on the basis of race, color, age, national origin, handicap, sex or marital status.



ARTICLE I - UNION RIGHTS (CONTINUED)

Section 3

LEAVE OF ABSENCE FOR UNION OFFICE

- A. A member of the bargaining unit elected to a state or national office shall be granted a leave of absence for one (1) year upon request. Should the term(s) exceed one (1) year, extension shall be granted upon request annually for the duration of his/her term(s). District seniority shall continue to accrue during such absence.
- B. A teacher on leave of absence due to election to a state or national office who notified the Board of Education of his intent to return on or before March 1 of a given year shall be reemployed for the following September under the same circumstances as other teachers who have been absent on approved leave as described in Article VII, Section 7.

Section 4

COMMITTEE REPRESENTATION

The Union shall be assured Union selected representation on all committees and councils dealing with curriculum, educational programs, or matters affecting the working conditions of the teachers.

Section 5

UNION REPRESENTATION AT PUBLIC AND LEGISLATIVE MEETINGS.

- A. The Board agrees to allow no more than two representatives of the RFT to attend legislative meetings and public hearings related to education without loss of pay or days in their sick bank. The RFT will reimburse the district the cost of the substitute teacher, if needed.
- B. Should the Board request the Union to send representatives to a legislative meeting or public hearing to represent the district, the Board shall bear the expense of any substitute teacher employed and may, at their discretion, pay the necessary expenses including travel, lodging, meals and registration fees, if any.

Section 6

UNION USE OF OFFICE MACHINES

- A. Union building representatives and Union officers shall have the use of typewriters and duplicating machines according to building procedures. Union officers may request permission to use other district owned equipment. Such requests shall be made to the administrator responsible for the equipment and shall include the time and nature of the use.

ARTICLE I - UNION RIGHTS (CONTINUED)

Section 6

UNION USE OF OFFICE MACHINES

- B. Consumable supplies used by the Union shall either be replaced by the Union to the respective building in which used or paid for by the Union.
- C. Use of equipment and materials shall be limited to business directly related to the Local Union organization.

Section 7

AGENCY SHOP/MAINTENANCE OF MEMBERSHIP

- A. As a condition of continued employment, each member of the bargaining unit shall establish or maintain membership in the Union for the term of the contract or shall tender to the Union a service charge in the amount equivalent to the periodic and uniformly required union dues.
- B. At the time of employment, the Personnel Office shall provide union enrollment cards to new employees.

Each member of the bargaining unit shall execute written authorization for payroll deduction of dues, or service fee, and assessments. Said service fee or dues shall be equivalent to the periodic and uniformly required Union dues.

- C. Termination of employment for failure to comply herewith shall be effective at the end of the current school year.
- D. The Union agrees to protect, save harmless and defend the Board from any and all claims, demands, suits, and other forms of liability and to be fully responsible for and pay any and all judgments against the Board of Education resulting from action taken or not taken by the Board in accordance with this section of the Agreement.

Section 8

UNION'S RELEASE TIME

- A. The Roseville Federation of Teachers' President shall have three (3) hours daily of release time in secondary, or one-half (1/2) day daily in the elementary in the afternoon, whichever applies.
- B. The Union shall pay for one-half of the release time of the Union President at 1/6 of salary exclusive of fringe benefits.

ARTICLE I - UNION RIGHTS (CONTINUED)

Section 9

RELEASE TIME FOR UNION STAFF

- A. The Union shall be provided thirty (30) hours of release time to be used for Union officers, staff members, or members on Union business. The President of the Union must notify the Deputy Superintendent and the Principal involved twenty-four (24) hours in advance in order to provide for a substitute. Elementary teachers will be released only in half-day blocks.
- B. Should the Union require additional time beyond thirty (30) hours, they shall reimburse the district for the additional cost of the release time. Such time may not exceed a period of three (3) consecutive days.
- C. The Union shall have the right to request conference leave for Union appointed teachers serving in district education-related activities, such as, but not limited to the M-Step Committee, State Guideline Committees and Title I Parent Advisory Council.

Section 10

UNION-ADMINISTRATIVE MEETINGS

- A. A copy of the prepared agenda of all regular principals' meetings shall be provided to the Roseville Federation of Teachers one (1) day prior to such meetings. Upon request, the RFT President or his designed shall be granted an opportunity to speak on prepared agenda items which may have an effect on the working conditions of employees of the bargaining unit.
- B. The Union shall have the right to propose items for the agenda and if accepted, to appear to speak to those items.

Section 11

BUILDING AND UNION REPRESENTATIVES

- A. Provided there is no interference with the instructional program of others, Union representatives shall be allowed to conduct Union business when not directly engaged in teaching pupils. Upon notification to the principal, Union representatives shall be allowed to attend regularly scheduled Union meetings or meetings called by the Union President at the close of the pupil day or when it does not interfere with his teaching schedule.



ARTICLE I - UNION RIGHTS (CONTINUED)

Section 11

BUILDING AND UNION REPRESENTATIVES

- B. The building representative or his designee shall, upon advance notice to the principal, be given a place on the agenda of teachers' meetings for brief reports and announcements.

Section 12

ADMINISTRATIVE COMMUNICATIONS AND INFORMATION

- A. The Union shall receive a copy of all district postings or any other information disseminated to teachers on a district basis originating from the Central Administration office or program directors who are not in the bargaining unit.
- B. The public information that is supplied to the Board of Education in advance of scheduled meetings shall be made available to the Union at the same time.

Section 13

CONTRACTS

Upon request the Union shall receive a copy of all negotiated contracts in force in the school district.

Section 14

NEW POSITIONS

The Board recognized the desire of the Union to be informed and involved in the instructional and organizational pattern of the district; therefore, there shall be consultation with the Union prior to the creation of a new instructional position or classification that could be represented by the Union, including introduction of performance contracting.

Section 15

MAIL DELIVERY

The district shall provide daily mail pick up and delivery service to the Union Office.

Section 16

PRESIDENT'S SENIORITY

The President of the Roseville Federation of Teachers shall not be subject to layoff or transfer so long as there is a position for which he or she is certified.

## ARTICLE II - DEFINITIONS

### Section 1 SCHOOL

Whenever the term "school" is used it is to include any work location or functional division or group.

### Section 2 PRINCIPAL

Whenever the term "principal" is used it is to include the administrator of any work location or functional division or group.

### Section 3 TEACHER

Whenever the term "teacher" is used it is to include any member or members of the bargaining unit except building assistants.

### Section 4 SINGULAR-PLURAL

Whenever the term "Union Building Representative" is used, it is to mean the elected representative(s) in the school or an alternate teacher designed(s) of the Union.

### Section 6 AGENT

An agent shall include any person who performs for an organization such acts as: distribution of literature, collection of dues, circulation of petitions, solicitations of membership, or serving as a spokesman at teacher's meetings.

### Section 7 District Seniority

District seniority shall be defined as the length of service of a contracted teacher from the first date of continuing employment, including all district approved leaves taken during the term of one school year, except personal leaves. All teachers on the layoff/leave list will accrue seniority share the same seniority date the seniority order shall be established by the Deputy Superintendent.

Extra contractual assignments will not be included in computing length of service. Once assigned a position on the seniority list no changes in relative ranking will be allowed, except as cited in Article VII.

## ARTICLE II - DEFINITIONS (CONTINUED)

### Section 8

#### EXTENDED ASSIGNMENT-PERMANENT SUBSTITUTES

- A. An "extended assignment" is one that is known to be extending continuously for a period of time of not less than two (2) school weeks. (This does not refer to day-to-day positions that might accumulate on two (2) weeks of service.)
1. A laid-off Roseville Teacher in an extended assignment shall become a fully contracted teacher after the twentieth day.
  2. Laid-off Roseville teachers on extended assignment retain their rights on the lay-off/leave list.
  3. Non-bargaining unit substitutes on extended assignment shall become fully contracted after the 60th day.

### Section 9

#### SCHOOL ORGANIZATION

K - 6 Grades	Elementary
7 - 9 Grades	Junior High School
10 - 12 Grades	Senior High School

Where special education classrooms for educable mentally impaired, emotionally impaired, learning disabled or others are operative, they become a part of the organizational structure of the level at which they occur.

### Section 10

#### PAST PRACTICES

A past practice is defined as the repeated application or interpretation of a policy or a provision of this Agreement undertaken by the administration in similar situations.

### Section 11

#### AUXILIARY SERVICE PERSONNEL

Whenever the term "auxiliary service personnel" is used, it is to include those teachers employed by the district to teach Art, Music, and Physical Education in the Elementary Schools.

## ARTICLE II - DEFINITIONS (CONTINUED)

### Section 12

#### WRITTEN POLICY

The term policy or written policy as it may appear in this Agreement shall refer to those statements formally adopted by the Board of contained in or by specific action added to the manual identified as the Board Policy Manual.

### Section 13

#### SPECIAL SERVICE PERSONNEL

Whenever the term Special Service Personnel is used, it is to include teachers in Reading Support Services, Title I and non-classroom Special Education Personnel.

### Section 14

#### PERMANENT SUBSTITUTES IN EXTENDED ASSIGNMENTS

This designation applies to former employees of the district serving as substitutes in an extended assignment.

## ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS

### Section 1

#### ORGANIZATION MEMBERSHIP

Teachers have the right to join any teacher organization. Membership in a teacher organization shall not be required as a condition of employment.

### Section 2

#### UNION REPRESENTATION

- A. No officer, executive board member, delegate, representative, member or agent of any organization other than the Union shall represent any teacher in the grievance procedure, provided that teachers may represent themselves if they so choose.
- B. No teacher may extend, alter or modify the terms and conditions of this agreement.

### Section 3

#### TEACHERS ATTENDING CLASSES

Teachers shall be allowed to leave at the close of the pupil day to attend classes for college credit or approved in-service training.



### ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

#### Section 4

##### ACADEMIC FREEDOM

- A. Teachers shall have all reasonable freedom in the implementation of the curriculum including the right to select materials and to determine the class needs as they relate to the curriculum.
- B. In presentation of controversial material, it is the teacher's responsibility to insure fair presentation of the material. Opinion or theory shall be identified as such.
- C. The principal retains the right to questions and consult with the teacher on presentation of material and, if necessary to insure a fair presentation, the principal has the right to give direction to the teacher as to the presentation.

#### Section 5

##### INSTRUCTION SUPPLIES

- A. Teachers may requisition books and supplies from the basic lists of all levels to enable teaching at the level of the child. Teachers shall consult with the principal prior to requisition of materials for exceptional children.
- B. A standard list of basic resource materials for each elementary grade level and each secondary student service area shall be established. Each classroom or instructor shall be provided with the items listed for that level.
- C. All instructional materials and equipment shall be readily accessible to all teachers according to practices mutually established by the staff and principal. These practices shall be subject to annual review and revision no later than October 1.

Instructional materials and supplies shall be made available in the quantity requested, provided that the principal shall be given an accounting for unusual usage.

- D. Teachers shall review and recommend annually by March 1, the lists of student supplies and materials required for their instructional level to be provided by the school district. When items from a purchase order are deleted, the principal and/or the director shall notify in writing the affected teacher or department.

ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

Section 5

INSTRUCTION SUPPLIES

- E. Teachers shall have the right to recommend vendors.
- F. Vocational Education Personnel shall be allowed to recommend and review expenditures of funds for their respective positions and departments.

Section 6

REQUISITIONS - INSTRUCTIONAL MATERIAL

- A. Teachers shall recommend purchases to be made from funds allocated to their building. It is understood that this does not include basic materials required by the school. The principal shall present to the teachers at a regularly scheduled staff meeting his/her proposed building budget and shall provide the teachers with an opportunity to review and recommend revisions to the principal of specific budget allocations prior to submitting them to the business office.

- B. Teachers may requisition additional consumable materials as necessary, provided that the principal may question or request an accounting for unusual usage or request.

- C. Special and auxiliary service personnel shall recommend and review expenditures of funds for their respective positions and departments.

Special and auxiliary personnel shall have the right to recommend vendors.

- D. Special and auxiliary service personnel shall be allowed participation in the distribution of building allocation funds.

- E. Basic lists of materials shall be recommended by the elementary Art, Music and Physical Education Departments and by Teachers of the Speech and Language Impaired and approved by the Assistant Superintendent. Each elementary school shall have on hand at the beginning of each year an adequate supply of materials from such basic lists as recommended by the Art, Music or Physical Education teacher and the teacher of the Speech and Language Impaired who services the building.

- F. While most requisitions should be filed in the spring for the following year, additional requests may be made during the school year provided there are funds remaining in the building or departmental budget.

ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

Section 6

REQUISITIONS - INSTRUCTIONAL MATERIAL

- G. Purchases made by a teacher for classroom use shall be reimbursed from the Student Allocation Fund, provided they have the prior written approval of the principal.
- H. Funds for the purchase of specialized materials and equipment for the elementary Art, Music and Physical Education programs shall be allocated on a per child basis in an account to be administered through the office of the Assistant Superintendent for Instruction.
- I. Teachers of the Speech and Language Impaired shall be allotted \$25.00 for instructional materials and supplies.

Section 7

PERSONNEL FILE

- A. Teachers shall be given written notice of any materials placed in their central personnel files at the time the material is placed in the file, or at the time it is discovered that no notification was provided for material found in the file. Teachers shall have the right to inspect, comment upon and duplicate any materials in their central personnel or building personnel file.
- B. A copy of administrative or parental compliments or complaints shall be given to a teacher whenever such material is placed in the teacher's central personnel file. If there is a written follow-up to such material, the teacher shall receive a copy.
- C. A teacher shall have the right to submit a written response to any material filed. Such response shall be included in the teacher's individual file and attached to the copy of the material.
- D. The central personnel file shall constitute the official employment record of the teacher. It is recognized that only material which a teacher has received a copy of and which has been placed in the teacher's central personnel file may be used as a basis for official action against a teacher.
- E. Upon written notification to the personnel office, teachers shall have the right to remove from their personnel files unfavorable anecdotal reports three or more years old and all non-district materials.

### ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

#### Section 8

##### PROTECTIVE CLOTHING

Protective clothing and equipment for teacher use in laboratory situations including elementary and secondary art, home economics, shop, and physical education shall be made available upon teacher request. Such protective clothing shall be used only for school purposes and shall remain the property of the school district. Equipment shall be purchased from General Building Funds.

#### Section 9

##### EXPERIMENTAL PROGRAMS

- A. Staff members of a given grade or grades or in a particular course or course area may recommend through their building principal an experimental program involving methods of instruction and/or organization patterns.
- B. Standards of working conditions as prescribed by the Master Contract shall be considered in planning such programs.
- C. Upon approval of central administration such experimental programs shall be implemented.
- D. Teachers who participate in approved experimental or pilot programs shall submit a written evaluation of the program on an annual basis. The evaluation shall contain recommendations relative to the extension or discontinuation of the program. Pilot programs shall not exceed 3 years.

#### Section 10

##### SCHOOL IMPROVEMENT/SHARED DECISION MAKING

- A. The parties agree and recognize that school improvement is a cooperative, collaborative process. All plans, proposals and recommendations shall be formulated on that basis.
- B. Any deviations from the contract which may be required by a school improvement plan will be permitted following the execution of a letter of agreement between the Federation and the district.
- C. Teacher participation as a member of a building school improvement team shall be considered voluntary. Non-participation shall not be used as a criteria for evaluation, discipline or discharge.



ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

Section 10

SCHOOL IMPROVEMENT/SHARED DECISION MAKING

- D. All teachers will be responsible for the implementation of a school improvement plan adopted by the building.

Section 11

PROBATIONARY TEACHERS

- A. Within sixty days after the opening of school, the Board shall provide the Union with a list of all newly hired teachers and their school assignments. Names and assignments of teaching personnel hired during the year shall be forwarded to the Union upon employment.
- B. Probationary teachers shall be advised of their entitlement to representation either by the Union or by themselves whenever the administration indicates in writing its intent not to recommend renewal of contract.
- C. Upon their employment, teachers shall be advised in writing of the procedure to be used in evaluating their services to the district.
- D. Probationary teachers upon notice of dismissal shall be entitled to a hearing before the Board.
- E. The Union shall participate in the formulation of any new guidelines, directives or procedures related to teacher evaluation.

Section 12

TEACHER-PRINCIPAL CONFERENCE

During any conference between a teacher and principal or teacher and administrator, the teacher may request that the conference be recessed and reconvened with a Union representative in attendance. Such conference shall be held in private. The teacher shall receive a written resume of the conference upon request.

Section 13

STAFF-PRINCIPAL CONFLICTS

- A. In a situation where teachers within a building have experienced difficulty in dealing with the principal, the Union may request an informal meeting with the Superintendent or his designee and all involved parties to try to resolve the problem.

ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

Section 13

STAFF-PRINCIPAL CONFLICTS

- B. When a complaint is resolved at this level, there shall be a statement of corrective measures and action written by the Superintendent.
- C. If a complaint is not resolved at this level, the next step shall be a meeting with the Board and all involved parties.

Section 14

RECLASSIFICATION OF STUDENTS

- A. A teacher may file a written request with a principal to consider student reclassification. The principal will make a study of all information that he deems pertinent to the case and after conferring with the teacher render a decision.
- B. The decision of the principal may be appealed to the Superintendent or his designated representative for review and final decision.

Section 15

BUILDING POLICIES

- A. The principal shall oversee the conduct of pupils and in cooperation with the building staff formulate necessary written procedures related to the maintenance of control and discipline of students, including physical assault, intentional damage to school property or theft, separation of students from the classroom, student referrals to the principal, student access to buildings before and after school, parental access to buildings and lounges and students use of classrooms during lunch hours. These procedures shall be distributed to all building staff members, and shall be reviewed annually, and shall follow present Board policy in regard to temporary exclusion of a student from a class or classes.
- B. Staff shall provide supervision of halls and lavatories in the secondary schools during passing time between classes. The principal and the staff shall mutually develop the method of implementing such supervision.

ARTICLE III - TEACHERS' PROFESSIONAL RIGHTS (CONTINUED)

Section 16

PRINCIPAL-TEACHER COMMUNICATION

- A. Teachers should be informed of disciplinary action taken relative to a student enrolled in their class when such action may have an effect on the student's classroom behavior or progress.
- B. Teachers should be informed of reasons for student's absence, if reasons are known, so that adequate planning for make-up work or grade adjustment can be made.
- C. Teachers shall be informed of unusual student problems reported by parents that have an effect on student behavior or progress.

Section 17

SPECIAL SERVICE SCHEDULE CHANGES

Special Service Personnel may recommend changes of their schedules to their respective supervisors by October 15 based on student or case load needs. Disputes of schedule modifications may be appealed to the Office of the Deputy Superintendent.

Section 18

DISCIPLINE OF TEACHERS

No teacher shall be disciplined except for just cause. The specific grounds forming the basis of such discipline shall be made available to the teacher in writing and to the Union provided the teacher so requests.

Section 19

SCHOOL SOCIAL WORKERS AND SCHOOL PSYCHOLOGISTS

The duties, rights and responsibilities of school social workers and school psychologists shall be as outlined in the Memorandum of Agreement resulting from the 1971-73 contract as amended. This memo has the force and effect of contract language.

Section 20

CONSORTIUM AGREEMENTS

In the event that the District enters into a consortium agreement, teachers affected by the agreement will maintain all rights and obligations under this contract, except as may be agreed to by the Federation and the District.

## ARTICLE IV - TEACHER'S PROFESSIONAL DUTIES

### Section 1

#### CLASSROOM MANAGEMENT

- A. The classroom teacher is responsible for the discipline and control or management of his classroom except when under the supervision of another authorized person.
- B. Classroom management shall be the responsibility of the auxiliary teacher while the class is under his supervision. The regular classroom teacher shall use this time for preparation.

### Section 2

#### STUDENT EVALUATION AND PLACEMENT RECOMMENDATION

- A. Evaluation of student progress shall be primarily the responsibility of the teacher.
- B. In case of disagreements on the evaluation and/or placement recommendation of a teacher, it shall be the responsibility of the Principal after conferring with the teacher, parents, and any special personnel involved, to render a decision regarding the evaluation or placement of a student. In the event that the teacher is not satisfied with the decision of the Principal, the teacher may appeal the decision to the Superintendent who shall review the matter and render a final decision.

### Section 3

#### COUNSELORS

- A. School counselors shall be employed at the secondary level to counsel students individually or in groups in the following areas:
  - 1. Educational and occupational planning.
  - 2. Personal and social problems.
  - 3. School attendance and conduct problems.
- B. Clerical personnel shall be provided to manage report cards, master grade sheets and to perform other routine clerical tasks in the counseling area.
- C. Counselors shall maintain a record for each individual interview held.
- D. Counselors may refer cases requiring disciplinary action to the principal. They shall not be expected to take disciplinary action with their counselees.

ARTICLE IV - TEACHER'S PROFESSIONAL DUTIES (CONTINUED)

Section 3  
COUNSELORS

- E. The counselor's work day shall be used for student interviews, student group session, parent contacts, correspondence, contacts with outside agencies, preparation, follow-up case studies, conferences with other professional personnel and other counseling activities. Counselors shall not be held responsible for routine attendance calls, routine sick calls, or routine scheduling adjustments.

Section 4  
SIGN-IN PROCEDURE

The arrival and departure of a teacher in a building shall be indicated by a check mark on the sign-in sheet.

Section 5  
DIRECTIVE TO TEACHERS

Teachers will be held responsible only when oral or written communications come directly from their administrators.

Section 6  
OPEN HOUSE RESPONSIBILITY

The annual "open house" in schools shall not be construed as extracurricular. Teachers will be present except when excused by the principal.

The "open house" is defined as an evening activity. This evening activity may be some educational event other than an open house with prior mutual consent of principal and staff.

Section 7  
USE OF SCHOOL DAY

- A. Teachers shall use the school day for:
1. planning and preparing for daily classes
  2. teaching their pupils
  3. conferring with parents of their pupils when necessary.
- B. Elimination of Classes

No scheduled class may be eliminated without permission of the principal.



ARTICLE IV - TEACHER'S PROFESSIONAL DUTIES (CONTINUED)

Section 8

CLERICAL AND BOOKKEEPING RESPONSIBILITIES

- A. Elementary teacher shall be responsible for recording of daily absences in a CA-10 as prepared by the office but shall not be responsible for totaling and summarizing of attendance at the end of each report period. Teachers shall also record final attendance figures in the CA-60 or CA-39 forms. Teachers shall maintain anecdotal records for pupils in their classes as necessary.
- B. Secondary teachers shall provide daily information on absences to the office as required and shall record and submit grades at the conclusion of each regular marking period as required.
- C. The Union and the Board of Education recognize the desirability of the reduction of non-teaching chores assigned to teachers. Therefore, routine clerical duties, bookkeeping tasks and maintenance of permanent records shall not be the responsibility of the teacher.

Section 9

P.T.A. ATTENDANCE

Attendance at PTA and PTC activities shall be voluntary.

Section 10

SUPERVISION AND EXTRACURRICULAR ACTIVITIES

Supervision and extracurricular activities shall not be considered a part of the teacher's contract responsibilities.

Section 11

LESSON PLANS

Lesson plans shall always be prepared and recorded in the Plan Book in advance. They must be available and complete enough to provide a substitute teacher with sufficient information to carry on regular classroom work.

Section 12

USE OF TELEPHONE

- A. Each building shall have a telephone available for teacher's use that provides privacy.
- B. Teachers are encouraged to use the pay phones in the school buildings for personal calls wherever possible. Use of the school office phone requires:

ARTICLE IV - TEACHER'S PROFESSIONAL DUTIES (CONTINUED)

Section 12

USE OF TELEPHONE

1. Payment of charges for toll and long distance calls, if used for personal reasons.
2. Long distance calls shall be placed by the clerk and recorded.
3. Personal calls during the school day shall be limited to those of an urgent nature.

Section 13

STUDENT TEACHERS

Assignment of student teachers to certified personnel shall be on a voluntary basis. Such assignments shall be rotated among qualified and interested personnel.

Section 14

SCHOOL PSYCHOLOGISTS AND SOCIAL WORKERS

School Psychologists and Social Workers recommended for discharge or demotion shall have the right to a private hearing upon request before the Board of Education prior to the termination of their employment. The request shall be made within thirty (30) days after their notification of the recommendation.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION

Section 1

FAIR EMPLOYMENT PRACTICE

The Board agrees to employ a policy of non-discrimination against any teacher, or the hiring of any teachers, on the basis of race, creed, color, age, national origin, handicap, sex, marital status or membership or participation in, or association with the activities of any teacher organization.

Section 2

CHIEF ADMINISTRATOR

The building principal is recognized as the chief administrative officer of the building and shall proceed professionally in the discharge of the obligations noted in this Agreement, in Board of Education Policy, and in such current practices as are not in written form.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 3

CHANGES IN POLICY

The Board agrees with respect to matters not covered by this Agreement affecting the professional rights, the working conditions, assignments, remuneration, and/or welfare of teachers that it will make no changes in written policies without prior consultation with the Union.

Any changes in mutually recognized existing practices and policies in individual buildings shall be mutually agreed upon by the principal and staff.

The list of mutually recognized district-wide past practices as listed in Appendix B. shall be considered part of this Agreement.

Section 4

AVAILABILITY OF BOARD RECORDS

The Board shall make available to the Union upon its request, at reasonable hours mutually agreed upon, any and all information, statistics, and records which may be necessary to make intelligent decisions relevant to negotiations, or necessary for the proper enforcement of terms of this Agreement, except that nothing stated here is deemed to permit Union access to the confidential records in a teacher's file maintained in the personnel office.

Section 5

PAYROLL DEDUCTIONS

- A. The Board shall deduct from the pay of each teacher from whom it receives written authorization to do so, the required amount of fees, dues and assessments for the RFT. Dues and fees shall be deducted in ten (10) monthly installments.
- B. Authorization for dues deductions for the RFT members shall be continuous unless the member requests a change in writing thirty (30) days prior to the intended termination of deduction. The Business Office will notify the Union office within thirty (30) days of such authorization of change.
- C. All standard payroll deductions shall be allowed as long as thirty (30) days notice of starting, stopping or changing such deductions is given.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 6

BOARD/UNION BULLETIN BOARD PROVISION

The Board shall provide the Union separate bulletin board space in each school.

Section 7

BOARD/UNION MAILBOX AGREEMENT

The Board shall allow the Union the right to place materials in the mailboxes of teachers and other professional employees. The Union may use the school mailboxes for official materials published and circulated by the professional teachers' organizations.

Section 8

BOARD/UNION AGREEMENT OF MEETING FACILITIES

The board shall make school facilities available for union meetings in all schools.

Section 9

IMPLEMENTATION OF AGREEMENT

The Superintendent of Schools and principals of each school shall meet with representatives of the Union at the request of the Union on matters of professional concern and matters relating to the implementation of this Agreement. The call for such conferences shall provide reasonable notice consistent with the urgency of the circumstances.

Section 10

PARENTAL COMPLAINTS

- A. Teachers shall be notified of any complaint received from parents by a principal or central administrator.
- B. Parental complaints relating to teachers received by central administration before the parent has followed proper channels shall be referred to the principal.
- C. A principal receiving a parental complaint relating to a teacher shall advise the parent when the teacher is available for consultation. Upon failure to resolve the complaint by such direct approach, the principal shall attempt to resolve the matter.
- D. When a principal or central administrator has resolved a parental complaint without teacher participation, the teacher shall be informed of the disposition of the complaint.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 11

POSTING OF CONFERENCE ATTENDANCE AND INFORMATION

- A. Conferences, leave attendance and expenses shall be published and posted in each building monthly.
- B. Conferences, available scholarships, and materials and information which might allow teacher participation shall be posted as they arise.

Section 12

CLERICAL AND BOOKKEEPING PERSONNEL

The Board shall provide clerical and bookkeeping personnel to collect monies, maintain records and to attend to routine clerical and bookkeeping tasks.

Section 13

STANDARDIZED TESTS

District-wide standardized tests which are designed to be machine scored, shall be machine scored.

Section 14

AVAILABILITY OF BOARD POLICY

A copy of the statement of Board Policy shall be placed in the faculty room and library in each building.

Section 15

RESEARCH AND IMPROVEMENT

- A. The Board recognizes the desirability of professional improvement and shall continue to make funds available to provide for conferences and other programs which may contribute to this end.
- B. Upon the request of the teaching staff, the Board shall provide in-service programs or materials for experimental programs in curriculum development in accordance with funds budgeted for this purpose.
- C. School Business Days may be provided to teachers who elect to attend conferences, in-service and other such activities at their own expense. Teachers who attend conferences and other such activities at the request of the District shall be provided school business days and expenses.



ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 16

CLASSES FOR EMOTIONALLY IMPAIRED AND OTHERS

- A. The Board of Education will sponsor classes for the emotionally impaired, socially maladjusted, and academically disadvantaged as may be possible within the framework of available state, county and federal funds to implement the programs.
- B. The Board shall undertake the hiring of a full complement of school social workers and school psychologists.

Section 17

CONFERENCE LEAVE

- A. Conference leave monies for teachers shall be provided from an account budgeted specifically for that purpose.
- B. Counselor college follow-up visits shall not be construed as conference leave.
- C. Individual departments such as Compensatory Education, Special Education and Vocational Education shall provide funds for conference leaves as may be possible within their respective budgets. These leaves will be regulated by the Directors of the respective programs in cooperation with the department conference leave advisory committee.
- D. Each building shall adopt and review annually a policy for conference attendance and distribution of monies.

Section 18

DICTIONARIES

Every classroom shall be furnished with a Webster's Collegiate Dictionary or its equivalent.

Section 19

ADMINISTRATIVE AND EXTRA CONTRACTUAL OPENINGS

- A. All administrative openings shall be posted in each building during the school year. A teacher interested in administrative positions shall submit his name and summer address to Central Administration prior to the end of the school year and shall be notified by mail if an opening occurs during the summer.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 19

ADMINISTRATIVE AND EXTRA CONTRACTUAL OPENINGS

- B. All teachers shall be equally eligible for and shall be given priority of employment in any extra-instructional or extra-curricular assignment, excluding coaching, within the district. The Board shall post in each building the position and qualifications for such assignment. A teacher interested in any vacancy shall submit his name and qualifications in writing to the Deputy Superintendent within five (5) days of the posting. If the qualifications are met by the teacher employed by the Board for said positions, other applicants may not grieve their non-acceptance. Appointments to such positions will not be considered continuing appointments.
- C. All teachers currently employed or on the layoff list shall be equally eligible for and shall be given priority of employment in any coaching position within the district. Posting and application requirements in paragraph B shall apply. The Board shall be required to show cause through documentation and/or evaluation whenever a teacher or laid-off teacher is denied a coaching position in favor of an applicant outside of the unit. The reasons presented in a showing of cause are grievable. If the qualifications are met by the teacher or the laid off teacher employed by the Board for said position, other applicants may not grieve their non-acceptance. Appointments to such positions will not be considered continuing appointments.
- D. Notwithstanding paragraph C, for the 1990-93 school years, any person outside of the unit who was a district coach during one of the previous two school years shall be equally eligible for the same position(s).

Section 20

ASSAULT UPON A TEACHER

Principals shall report to the superintendent all cases of assault against a teacher during school hours or at school-related activities in which injuries have been suffered or in which there appears to have been intent to do harm. Such assaults against teachers shall be reported to the principal who shall ascertain the facts and then shall promptly report them to the Superintendent. In any such reported assault the teacher shall be provided advice and assistance from the school attorney relative to the filing and prosecution of a criminal complaint.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 21

REPORT PERIODS

Regularly scheduled reports to all parents, including parent-teacher conferences, shall be limited to four (4) times during the school year. However, this does not preclude the right of a teacher to schedule individual conferences as necessary.

Section 22

COUNSELING RATIO

The Board will make every effort to establish a counseling ratio of 350:1 in secondary education on a system-wide basis.

Section 23

TUITION REIMBURSEMENT

- A. If a college course is taken at the request of the Board, the Board will pay for the tuition of such course.
- B. When a college course is taken to meet state mandated eligibility guidelines for continued certification in a subject area, the Board will pay for the tuition of such course. A joint committee of the Board and Union shall be established to review which programs shall be included in this category.

Section 24

REFERRALS

Referrals for diagnostic and social worker services shall be forwarded with the Principal's recommendation to the Director of Special Education.

Section 25

SPECIAL EDUCATION

- A. Psychological reports of Special Education students admitted to the program shall be readily available to the teacher.
- B. Transfer students shall be admitted upon the direction and authorization of the Director of Special Education.

Section 26

SUBSTITUTE TEACHERS

- A. Laid-off teachers who express written interest in substituting for the current school year shall be given priority of substitute assignments in the district.

ARTICLE V - OBLIGATIONS OF THE BOARD OF EDUCATION (CONTINUED)

Section 26

SUBSTITUTE TEACHERS

- B. Whenever possible, priority of substitute assignment shall be given to those requested by the teachers.
- C. A written list of available substitutes shall be provided to the Union.
- D. Extended assignments shall be offered by seniority to those laid-off teachers who have indicated their desire for such positions in writing to the Personnel Office. Such requests must be renewed each year.

Section 27

SENIORITY LIST

The Board shall provide an updated seniority list to the Union once each year.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1

DEFINITION

The term "Grievance" shall be interpreted to mean a complaint by a teacher or by the Union in its own behalf that:

- 1. there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or
- 2. there has been a violation, misinterpretation or misapplication of written policies or past practice affecting the conditions of employment of teachers.

Section 2

PROCEDURE FOR ADJUSTMENT OF A GRIEVANCE - INFORMAL STEP

A teacher with a grievance shall first discuss that matter with the principal, either directly or accompanied by the Union representative. In this informal conference the principal may have a non-participating observer present if he chooses.

ARTICLE VI - GRIEVANCE PROCEDURE (CONTINUED)

Section 3

FORMAL PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

Step 1

- A. If the grievance is not resolved by the informal step, it shall be stated in writing, signed by the teacher or the President of the Union, or his designee, whomever seeks remedy, and shall be lodged with or submitted to the principal of the school in which the grievance arises within fifteen (15) school days following the condition or act which is the basis of the grievance.
- B. The "Statement of Grievance" shall name the employees involved, state the facts giving rise to the grievance, identify the provision of the Agreement alleged to be violated by specific reference, state the contention of the employee or Union, and shall indicate the relief requested.
- C. Within seven (7) days after receiving the grievance, the principal shall communicate his decision and state his reasons in writing to the Union and the teacher, if any, who lodged the grievance.

Step 2

- A. Within fifteen (15) school days after receiving the decision of the principal, an appeal from the decision may be made to the Superintendent. The appeal shall be made in writing and shall be accompanied by a copy of the decision at Step 1.
- B. With seven (7) school days after receiving the appeal, the Superintendent, or his designated representative, shall meet and confer on the grievance. All those listed in Step 1 shall have a right to participate.
- C. Within seven (7) school days after the meeting on the appeal, the Superintendent, or his designated representative, shall communicate his decision in writing and state his reasons, if requested, to the teacher and the Union.

Step 3

- A. Within fifteen (15) school days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board. It shall be in writing and accompanied by a copy of the decision at Step 2.



ARTICLE VI - GRIEVANCE PROCEDURE (CONTINUED)

Section 3

FORMAL PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

- B. No later than ten (10) school days after receiving the appeal, the Board shall hold a hearing on the grievance in an executive session, regular or special meeting.

All those listed in Step 2 shall have a right to participate in this step. The RFT shall be advised three (3) days in advance as to the time and place such hearing shall be held.

- C. Within ten (10) school days after the hearing, the Board shall communicate its decision in writing, and state their reasons if requested, to the Union and the aggrieved teacher, if any.

Section 4

APPEARANCE AND REPRESENTATION

Hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during school hours, unless there is mutual agreement for other arrangements. All teachers who are present at the hearing pursuant to this Article shall be excused, with pay, for that purpose.

Section 5

INITIATING GRIEVANCE AT STEP 2

If the grievance arises from the action of authority higher than the principal of a school, the Union may present such grievance at Step 2 of this procedure.

Section 6

ARBITRATION

- A. Within thirty (30) school days after receipt of the decision of the Board, the Union, upon written notice to the Board, may submit the grievance to an impartial arbitrator selected from the American Arbitration Association, under and in accordance with the rules thereof.

ARTICLE VI - GRIEVANCE PROCEDURE (CONTINUED)

Section 6

ARBITRATION

- B. The parties will select an arbitrator as soon as possible. He shall render his opinion and decision within thirty (30) days, or as soon thereafter as possible, of the hearing. The opinion and decision shall set forth his conclusions on the issues properly submitted to him and shall be binding on both parties.
- C. No decision or adjustment shall be contrary to any provision of this Agreement.
- D. The fees and expenses of the arbitrator, including the filing fee, shall be paid by the losing party. If, in the opinion of the arbitrator, to achieve equity, the costs should be shared, he shall determine the liability of each party.

Section 7

NO IMPAIRMENT OF AGREEMENT

No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.

Section 8

TIME LIMITS

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Union to lodge an appeal at the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed withdrawal of the grievance.

Section 9

APPEAL

The Union in its own behalf shall have the right to appeal a decision on a grievance at any step in this procedure.

Section 10

FILING OF GRIEVANCE

All grievance documents shall be filed separately from the personnel file.

ARTICLE VI - GRIEVANCE PROCEDURE (CONTINUED)

Section 11  
SCHOOL DAYS

During the summer recess, each weekday, Monday through Friday, excluding national holidays shall be considered a school day for the purpose of the grievance procedure.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL

Section 1  
SENIORITY AND QUALIFICATIONS

Seniority and qualifications shall be the determining factors for teacher assignment, transfer, layoff and recall.

A. Qualifications

1. Qualifications for elementary and secondary classroom positions shall be defined as a provisional, permanent or continuing elementary or secondary teaching certificate with endorsement(s) in the required subject area(s), subject to the exception in subsection A.(3).

For counseling vacancies in 1994-95, a committee of:

One Central Administrator  
One Building Administrator  
One Teacher  
One Counselor  
One R.F.T. Representative

will review applications from among qualified R.F.T. members and notwithstanding seniority, will recommend a minimum of four candidates to the Superintendent for selection. Beginning in 1995-96, the committee recommendation may include qualified outside candidates as well as qualified R.F.T. members.

2. Qualifications for all other programs shall be the proper certification and State requirements for the program. Present employees of such programs shall be deemed qualified in their program area.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 1  
SENIORITY AND QUALIFICATIONS

3. Exceptions shall be allowed as follows:

- a. As a result of a reduction in force, senior teachers with elementary and/or secondary certificates shall be allowed to teach in the seventh and eighth grades provided:
  - 1. The teacher has a minimum of four (4) semester credit hours in the required subject.
  - 2. The teacher shall submit official university certification of enrollment in classes to meet the four semester hour requirement by July 1 and shall submit official university verification of completion of the above requirement by August 15. No teacher shall be required to work toward two endorsements at the same time.
  - 3. The teacher agrees in writing to complete requirements for endorsement within three (3) years of reassignment. Teachers shall submit evidence annually no later than August 1, of continuing education needed to timely fulfill the requirements for endorsement. Teacher shall have three years from the date of endorsement in the field. If the assignment changes before the three years, the teacher would have three years to earn the new endorsements.
- b. Teachers will be deemed qualified to teach elementary art and/or physical education provided they meet the requirements set in paragraphs 1, 2, and 3 of this Subsection (A, 3a).
- c. At the J.H. level, there shall be a minimum of one (1) male and one (1) female Physical Education teacher assigned to each building.
- d. Any teacher assigned to teach a wood or metal shop class shall be required to have completed one (1) college level hands on course in the area to be taught.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 1  
SENIORITY AND QUALIFICATIONS

Non-vocational teachers who meet this requirement may be assigned to pre-vocational classes if it does not reduce the schedule of a vocational teacher(s) or staff.

- e. Teachers assigned to the High School shall meet North Central Standards for the subject and/or grade assigned. Failure to meet such standards may result in a reassignment within the department (building/district), a transfer within the teacher's endorsed fields, or assignment to a 7th, 8th, or 9th grade position. Such reassignments or transfers shall be done according to the teacher's seniority and qualifications and shall follow the priority order set for in VII, 2, F.

Teachers who earn additional credit for the purpose of meeting North Central Standards in a subject area to which they are assigned shall with the approval of the principal be reimbursed up to \$600 for tuition payments for such credits.

- 4. The district shall pay up to \$600 to those teachers obliged to take courses in order to retain their employment as provided in Subsections 2 and 3 of this Article and Section. Reimbursement will be made upon proof of successful completion of all course work necessary for endorsement.

B. District Seniority

- 1. District seniority shall be defined as the length of service of a contracted teacher from the first date of continuing employment including all district approved leaves taken during the term of one (1) school year, except personal leaves. All teachers on the layoff/leave list will accrue seniority during their period of layoff. Extra contractual assignments will not be included in computing length of service. Once assigned a position on the seniority list, no changes in relative ranking will be allowed, except as cited elsewhere in this article. Should more than one teacher share the same seniority date the seniority order shall be established by the Deputy Superintendent.



ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL

Section 1

SENIORITY AND QUALIFICATIONS

2. Administrators shall be eligible for teacher seniority as outlined in the Letter of Agreement in the back of the contract.
3. Relative position on the seniority list shall be determined by the Deputy Superintendent on the date of hire or whenever a tie is created because of an adjustment in seniority time.
4. Upon employment in a continuing contractual position, teachers who have served in an extended substitute assignment of at least ninety (90) consecutive days shall be granted seniority for the time worked in such capacity.
5. A contract teacher who interrupts his/her teaching career for military service shall continue to accumulate seniority during his/her absence provided he/she returns to the Roseville Community Schools within one (1) year of terminating military duty.
6. Whenever a teacher has interrupted continuity of service by four or more years, seniority shall be limited to that period of service following such absence.

Section 2

TRANSFER

- A. All new positions shall be posted as they arise. All vacancies shall be posted as they arise, except those vacancies occurring at the end of the school year, which will be posted after all transfers (involuntary and voluntary) and recalls have been made.
- B. New teachers shall not be hired to fill vacancies until teachers under contract have had opportunities except as provided under sub-section I of this Article.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 2  
TRANSFER

- C. Request for transfer shall be made in writing by the teacher at least 24 hours before the June meeting when a September transfer is sought. Such requests for transfer shall specifically indicate position, grade level, subject matter, and building to which transfer is desired. Such requests filed by the teacher represent his/her consent to transfer and may be acted upon without further consultation with the teacher. A teacher may withdraw his/her request at any time before it is acted upon.

The Superintendent of Schools shall state in writing the disposition of each properly submitted transfer request.

Requests for transfers shall be kept on file in the Superintendent's Office for one year from the date of receipt.

- D. Vacancies shall be filled by teachers in the following order:

1. Involuntary and voluntary transfers
2. Teachers on layoff/leave

Teachers shall have the right to select from among available vacancies based upon their seniority and qualifications.

- E. Involuntary reassignment will be permitted only to prevent the layoff of more senior teachers and/or to avoid the employment of new personnel during periods of reduction in force.
- F. In elementary school, transfers made because of decreased pupil enrollment shall be based on seniority. The teacher with the least district seniority within the building being reduced shall be the first to transfer, and so on, provided that any substitute filling a vacancy has first been removed.

Before any transfers are made because of declining enrollment in the secondary schools, staff reductions according to seniority shall be made on a district-wide basis in all departments affected.

Those teachers being transferred shall then select positions according to district seniority in the following priority:

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 2  
SENIORITY AND QUALIFICATIONS

1. Any vacancy within their district department(s).
  2. Positions of the lowest senior teacher within the transferees district department(s).
  3. Vacancy in any of the transferees endorsed fields.
  4. Position of the lowest senior teacher within any of the transferees endorsed fields.
  5. Any 7th/8th grade vacancy.
  6. Any 7th/8th grade position assigned to a less senior teacher.
- G. Teachers transferred because of decreased pupil enrollment shall have the right to return to their original school and/or department in the reverse order to that in which they were transferred out provided a request for such transfer is made within one year from date of transfer.
- H. Where transfers are required because all or part of the student body is moving to another school:
1. At the secondary level:
    - a. All secondary positions shall be listed and all secondary teachers shall select positions according to seniority in this order:
      1. If the current position is available it must be selected. Current position is defined as the district department(s) in which a teacher is currently assigned.
      2. If current position is not available then choice must be made in any endorsed field.
      3. If endorsed fields are not available then choice must be in 7th and 8th grade.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 2  
SENIORITY AND QUALIFICATIONS

2. At the elementary level:

- a. All positions in the affected buildings shall be listed and teachers in the affected buildings shall select positions according to seniority. If no position is available or a teacher does not choose to select a position the teacher(s) shall be placed on the involuntary transfer list.
- I. In the event a vacancy occurs after October 1 in the elementary level, it shall be the administrative prerogative to fill the vacancy with a new teacher or with a qualified teacher presently employed. At the secondary level the effective dates shall be October 1 and semester break.
- J. A teacher transferred involuntarily shall retain all seniority rights in the building and/or department to which transferred.
- K. All teachers transferred will receive notification in writing. The notification shall indicate whether the transfer is voluntary or involuntary.
- L. If an administrator denies transfer to a teacher who is qualified for the vacancy, the administrator shall be required to show cause. The decision may be appealed under grievance procedure. Exception: For the 1990-93 school years, the all day kindergarten position may be awarded to a teacher or an outside applicant, without regard to the provisions of Article VII, provided that it does not result in the layoff of a teacher.
- M. Whenever a teacher is transferred involuntarily, said teacher may request a showing of cause by the administration or Board of Education, whichever initiated such transfer. The teacher shall appeal in writing to the principal within ten (10) days after the effective date of the transfer if the teacher wishes to protest the transfer formally.

As nearly as may be done, the grievance procedure of this contract shall be employed to resolve transfer where voluntary acceptance is not obtained.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL

Section 3

TRANSFERS WITHIN A BUILDING

- A. At the end of the school year, elementary teachers within an elementary building shall have preference to all projected vacancies within that building based on district seniority. At the end of the school year secondary teachers within a department within a building shall have preference to all projected vacancies within that department based on district seniority.
- B. Teachers may express in writing to their principals their preference of:
  - 1. grade level
  - 2. subject
  - 3. department assignment
  - 4. extracurricular assignment
  - 5. request for transfer
- C. Requests which are not acted upon must be refiled each September to remain active. A teacher whose request was not acted upon may ask for an explanation.
- D. Request for the following year's teaching assignment shall be made by June 1; before this time if possible.

Section 4

REQUEST ON FILE

Requests shall be kept on file for one school year in an accessible place.

Section 5

REQUESTS SHALL BE GIVEN CONSIDERATION ON THE FOLLOWING PRIORITIES:

- A. Qualifications and experience (major sequence has priority over a minor sequence in areas of preference).
- B. Seniority as defined in Article VII, Section 1.B.
- C. Competency of the individual in the judgment of the principal.
- D. Priority of requests in the case of tied seniority.

ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 6  
REDUCTION IN FORCE AND RECALL

Procedure for reduction and recall:

- A. First, permanent substitutes shall be laid off.
- B. Next, probationary teachers in order of seniority (last hired, first laid off) shall be laid off.
- C. Next, tenure teachers shall be laid off, based on certification and qualifications, in order of seniority.
- D. The names of the laid off teachers will be placed on the Lay Off/Leave list in seniority order. The names will remain on the list until the teacher is recalled or for three (3) years, whichever is sooner. After three years the name will be removed from the Lay Off/Leave list and the teacher's employment with the district will be terminated. Notice of vacancies will be sent to terminated teachers for a period of two years after termination.
- E. Teachers shall be recalled in order of greatest seniority after all transfers have been made.
- F. Recalled teachers shall select their building, subject area and/or grade from the positions available for which they are qualified.
- G. A teacher may refuse specific assignment(s) and retain his/her position on the layoff/leave list until rehired but not to exceed one year from the layoff.
- H. The Board shall advise the Union of pending transfers, layoffs or recalls.

Section 7  
RETURN FROM LEAVE

- A. A teacher on approved leave shall notify the Board of his/her intention to return or request extension of leave by March 1 or ninety (90) days prior to the end of the semester whichever is earliest.
- B. In the event a position is not available for a teacher requesting return, the teacher shall be placed on the recall list according to his/her seniority. Probationary teachers may be terminated at the end of a school year to create an opening for a returning teacher. No tenure teacher shall be laid off to create a vacancy for another tenure teacher to return from leave.



ARTICLE VII - ASSIGNMENT, TRANSFER, REDUCTION IN FORCE AND RECALL  
Section 7  
RETURN FROM LEAVE

- C. The Union agrees to protect, save harmless and defend the Board from any and all claims demands, suits, and other forms of liability and to be fully responsible for and pay any and all judgments against the Board of Education resulting from action taken or not taken by the Board in accordance with subsection 7 of Article VII of this Agreement.

Section 8  
BUILDING SCHEDULES

- A. The Union shall have the right to review individual building schedules and projected class sizes, prior to their finalization in order to insure the proper implementation of this article.

The Union and the Administration shall meet prior to the finalization of assignments, transfers and layoffs to insure the proper implementation of this article.

It is understood that choices by involuntary and voluntary transfer teachers shall occur prior to the June closing of schools.

Section 9  
ASSIGNMENT AND TRANSFER AT YEAR'S END

A transfer meeting shall be convened in June if it is needed to find assignments for teachers displaced from positions. If the meeting is convened, voluntary transfers will be allowed as provided in Section 2, C. Vacancies remaining after the meeting will be assigned by Administration.

Vacancies resulting from teacher actions after the June Meeting will be posted and filled by seniority (honoring involuntary transfers).

In September, teachers whose positions had been eliminated resulting in their involuntary transfers at the June meeting, and whose position is reinstated in September will be allowed to return to their positions only through the first Friday in September. After that date a new hire will be assigned the position only for the remainder of the school year so that the involuntary transferee can participate in the following June's building shuffles.

**ROSEVILLE COMMUNITY SCHOOLS -  
Roseville, Michigan**

**September 1996**

S	M	T	W	T	F	S
1	2	3	4	5	*6*	7
8	9	10	11	12	13	14
15	16	17	18	19	*20*	21
22	23	24	25	26	27	28
29	30					

**October 1996**

S	M	T	W	T	F	S
		1	2	3	*4*	5
6	7	8	9	10	11	12
13	14	15	16	17	*18*	19
20	21	22	23	24	25	26
27	28	29	30	31		

**November 1996**

S	M	T	W	T	F	S
					*1*	2
3	4	5	6	7	8	9
10	11	12	13	14	*15*	16
17	18	19	20	21	22	23
24	25	26	*27*	28	29	30

**December 1996**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	*13*	14
15	16	17	18	19	20	21
22	23	24	25	26	*27*	28
29	30	31				

**January 1997**

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	*10*	11
12	13	14	15	16	17	18
19	20	21	22	23	*24*	25
26	27	28	29	30	31	

1996-97

**SEPTEMBER**

3 Teachers Report  
4,5 AM: K-12 Classes  
PM: K-12 Meetings/Prep

**OCTOBER**

9 AM: K-12 Classes  
PM: Staff Meetings

**NOVEMBER**

8 End of First Marking Period  
PM: K-6 Records

13 AM: K-12 Classes  
PM: K-12 Staff Meetings  
Evening K-6 Conferences

14 PM: K-6 Conferences

15 AM: Kindergarten Conferences

PM: K-6 Conferences

19 PM: & Evening: 7-9 Conferences

20 PM: & Evening: 10-12 Conferences

27 PM: Schools Closed

28-December 1 Thanksgiving Recess

**DECEMBER**

11 AM: K-12 Classes

PM: K-12 Staff Meetings

23 - January 5 Holiday Recess

**JANUARY**

15 AM: K-12 Classes

PM: K-12 Staff Meetings

24 No Classes - K-12 Records/Meetings

**FEBRUARY**

12 AM: K-12 Classes

PM: K-12 Staff Meetings

20 PM: K-6 School Closed

21 - 24 Midwinter Break

**MARCH**

12 AM: K-12 Classes

PM: K-12 Staff Meetings

28-April 6 Spring Recess

**APRIL**

11 End of Third Marking Period

PM: K-12 Records/Meetings

16 AM: K-12 Classes

PM: K-12 Staff Meetings

Evening: K-6 Conferences

PM: K-6 Conferences

17 AM: Kindergarten Conferences

PM: K-6 Conferences

22 PM and Evening: 7-9 Conferences

23 PM and Evening: 10-12 Conferences

**MAY**

14 AM: K-12 Classes

PM: K-12 Staff Meetings

26 Memorial Day Recess

**JUNE**

11 AM: K-12 Classes

PM: Meetings

12 AM: K-12 Classes

PM: Records

13 Records Day

**STUDENT DAYS 180  
TEACHER DAYS 183**

**--CODE KEY--**

Schools Closed

Half Day

Teachers Only

\* \* Pay Day

**February 1997**

S	M	T	W	T	F	S
						1
2	3	4	5	6	*7*	8
9	10	11	12	13	14	15
16	17	18	19	20	*21*	22
23	24	25	26	27	28	

**March 1997**

S	M	T	W	T	F	S
						1
2	3	4	5	6	*7*	8
9	10	11	12	13	14	15
16	17	18	19	20	*21*	22
23	24	25	26	27	28	29
30	31					

**April 1997**

S	M	T	W	T	F	S
	1	2	3	*4*		5
6	7	8	9	10	11	12
13	14	15	16	17	*18*	19
20	21	22	23	24	25	26
27	28	29	30			

**May 1997**

S	M	T	W	T	F	S
				1	*2*	3
4	5	6	7	8	9	10
11	12	13	14	15	*16*	17
18	19	20	21	22	23	24
25	26	27	28	29	*30*	31

**June 1997**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	*13*	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**ROSEVILLE COMMUNITY SCHOOLS**  
Roseville, Michigan  
1997-98

September 1997

S	M	T	W	T	F	S
		2	3	4	*5*	6
7	8	9	10	11	12	13
14	15	16	17	18	*19*	20
21	22	23	24	25	26	27
28	29	30				

October 1997

S	M	T	W	T	F	S
		(1)	2	*3*	4	
5	6	7	8	9	10	11
12	13	14(15)	16	*17*	18	
19	20	21	22	23	24	25
26	27	28	29	30	*31*	

November 1997

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11(12)	13	*14*	15	
16	17	18	19	20	21	22
23	24	25	26*	27	28	29
30						

December 1997

S	M	T	W	T	F	S
	1	2	(3)	4	5	6
7	8	9	10	11	*12*	13
14	15	16(17)	18	19	20	
21	22	23	24	25	*26*	27
28	29	30	31			

January 1998

S	M	T	W	T	F	S
			1	2	3	
4	5	6	(7)	8	*9*	10
11	12	13	14	15	16	17
18	19	20(21)	22	*23*	24	
25	26	27	28	29	30	31

SEPTEMBER

2 Teachers Report  
3,4 AM: K-12 Classes  
PM: K-12 Meetings/Prep

OCTOBER

1,15 K-12 Early Dismissal-Staff Meetings

NOVEMBER

7 End of First Marking Period  
PM: K-6 Records

12 K-12 Early Dismissal-Staff Meetings  
Evening: K-6 Conferences

13 Evening: K-6 Conferences  
14 AM: Kindergarten Conferences  
PM: K-6 Conferences  
18 PM & Evening: 7-9 Conferences  
19 PM & Evening: 10-12 Conferences  
26 PM: Schools Closed  
27-30 Thanksgiving Recess

DECEMBER

3, 17 K-12 Early Dismissal-Staff Meetings  
20-January 4 Holiday Recess

JANUARY

7,21 K-12 Early Dismissal-Staff Meetings  
23 End of Second Marking Period  
PM: K-12 Records/Meetings

FEBRUARY

4,18 K-12 Early Dismissal-Staff Meetings  
26 PM: K-6 Schools Closed  
27-March 2 Midwinter Break

MARCH

4,18 K-12 Early Dismissal-Staff Meetings  
27 End of Third Marking Period  
PM: K-12 Records/Meetings

APRIL

1 K-12 Early Dismissal-Staff Meetings  
Evening: K-6 Conferences  
Evening: K-6 Conferences  
3 AM: Kindergarten Conferences  
PM: K-6 Schools Closed  
7 PM and Evening: 7-9 Conferences  
8 PM and Evening: 10-12 Conferences  
10-19 Spring Recess

MAY





6,20 K-12 Early Dismissal-Staff Meetings  
25 Memorial Day Recess

JUNE

11 AM: K-12 Classes  
PM: K-12 Records/Meetings  
12 Records Day

STUDENT DAYS 181  
TEACHER DAYS 183

—CODE KEY—

-  No School
-  Teachers Only
-  Early Dismissal
-  Half Day
- \* \* Pay Day

February 1998

S	M	T	W	T	F	S
1	2	3(4)	5	*6*	7	
8	9	10	11	12	13	14
15	16	17(18)	13	*20*	21	
22	23	24	25	26	27	28

March 1998

S	M	T	W	T	F	S
1	2	3(4)	5	*6*	7	
8	9	10	11	12	13	14
15	16	17(18)	10	*20*	21	
22	23	24	25	26	27	28
29	30	31				

April 1998

S	M	T	W	T	F	S
		(1)	2	*3*	4	
5	6	7	8	9	10	11
12	13	14	15	16	*17*	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 1998

S	M	T	W	T	F	S
					*1*	2
3	4	5	(6)	7	8	9
10	11	12	13	14	*15*	16
17	18	19	(20)	21	22	23
24	25	26	27	28	*29*	30
31						

June 1998

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	*12*	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## ARTICLE VIII - SCHOOL CALENDARS

The 1996/97 calendar will contain 180 student days and 183 teacher days. The 1997/98 calendar will contain 181 student days and 183 teacher days.

### Section 4

#### KINDERGARTEN CONFERENCES

Whenever a kindergarten teacher's combined student roster totals 50 or more an additional one-half (1/2) day shall be provided for parent teacher conferences.

### Section 5

#### IN-SERVICE

Five hours of release time per year may be provided for District in-service programs. The time shall be scheduled on an hourly or half-day basis. In-service time may be requested by administration, individual buildings, departments, grade levels or individuals. The release time will be scheduled by the administration following discussion with the staff. Shared time in-service or workshops shall not be included as part of this release time.

### Section 6

#### STATE REQUIREMENT

Should the school calendar fail to meet the requirements for state aid entitlements in full, the Board and the Union shall revise the calendar.

ARTICLE IX - SALARY ITEMS  
Section 1  
SALARY SCHEDULES

96-97 SALARY SCHEDULE

<u>LANE</u>	<u>ND</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>PHD</u>
1	27,179	31,244	34,255	35,770	36,982
2	28,110	32,440	36,223	37,741	38,949
3	29,047	34,043	38,188	39,702	40,916
4	29,984	36,040	40,943	42,454	43,669
5	30,914	38,246	43,694	45,204	46,419
6	31,826	40,646	46,836	48,349	49,563
7	32,732	43,437	50,373	51,887	53,100
8	35,615	46,245	53,905	55,422	56,635
9	38,795	50,560	58,358	59,873	61,082

97-98 SALARY SCHEDULE

<u>LANE</u>	<u>ND</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>PHD</u>
1	27,179	31,947	35,026	36,575	37,814
2	28,110	33,170	37,038	38,590	39,825
3	29,047	34,809	39,047	40,595	41,837
4	29,984	36,851	41,864	43,409	44,652
5	30,914	39,107	44,677	46,221	47,463
6	31,826	41,561	47,890	49,437	50,678
7	32,732	44,414	51,506	53,054	54,295
8	35,615	47,286	55,118	56,669	57,909
9	38,795	52,077	60,109	61,669	62,914

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 1

SALARY SCHEDULES (CONTINUED)

HOURLY RATES - 1996-97	\$16.50
1997-98	17.50

B. Elementary Preparation Time

Elementary preparation time compensation will be computed according to the contractual hourly rate and will be paid to all eligible teachers in January and June of each year of the contract.

Section 2

ELIGIBILITY FOR MA + 30 STATUS

To be placed on the MA + 30 salary lane, a teacher shall notify the Personnel Office of the change and present evidence of satisfactory completion of thirty (30) semester hours of graduate credit in education related areas in addition to those required for completion of the Master's Degree. These thirty (30) semester hours may be earned before or after the date of completion of the Master's Degree.

Section 3

EXTRA PAY ABOVE REGULAR SALARY SCHEDULE

A. Special Education Teachers

Those special education classroom teachers who were employed by the Board and rendered services prior to September 1, 1973, and who have received payments above the salary schedule will continue to receive \$300 above their regular step on the schedule. Special education classroom teachers, including speech correctionists and consultants, who are employed to begin work after September 26, 1973, shall not be eligible for the additional compensation.

B. Social Workers

Those Social Workers who were employed by the Board and rendered services prior to September 1, 1978 shall be contacted to work two extra weeks. Social Workers who are employed to begin work after September 1, 1978 may be contracted to work two extra weeks.



ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 3

EXTRA PAY ABOVE REGULAR SALARY SCHEDULE (CONTINUED)

C. School Psychologists

School Psychologists who were employed by the Board and rendered services prior to September 1, 1978 shall be contracted to work two extra weeks. School Psychologists who are employed to begin work after September 1, 1978 may be contracted to work two weeks.

D. Driver Education Director

Notwithstanding Article V, Section 19 and Appendix B, Par F, the Duties of the Director of Driver Education shall be assigned at the discretion of the Board of Education. Should a teacher be assigned those duties, the salary for the school year and the summer program shall be equal to 20% of the BA schedule based on the length of service as Director. Every reasonable effort shall be made to provide the Director with some release time.

E. Longevity Payments

During the term of this contract, teachers shall be entitled to longevity payments according to the following schedule:

	<u>95/96</u>	<u>96/97</u>	<u>97/98</u>
10 years or more by June 30	\$ 500	\$ 500	\$ 500
15 years or more by June 30	1250	1250	1250
20 years or more by June 30	1500	1500	1500
25 years or more by June 30	1750	1750	1750
30 years or more by June 30	2250	2250	2250

F. Supplemental Longevity

In addition to the above longevity payments, those members on step 9 of their salary lanes during the 92-93 school year shall receive one time only longevity payments as follows in June of each year.

<u>93/94</u>	<u>94/95</u>	<u>95/96</u>
\$ 350	\$ 400	\$ 450

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 3

EXTRA PAY ABOVE REGULAR SALARY SCHEDULE (CONTINUED)

Regular longevity payments shall be made in December of the following year. Members who leave the employ of the District shall receive an additional pro-rated longevity payment based on the length of time worked in the final year. (Example: A teacher who leaves in February would receive an additional longevity payment of 60%.)

- F. It is a recognized practice that teachers who retire from the employment of the district under the terms and provisions of the Michigan Public School Employees Retirement Act receive as a severance 50% of their first 70 days of accumulated sick days and 20% of 71 to 195 accumulated sick days not to exceed the limit of 60 days of severance pay based on prevailing contract rate.

Section 4

ADJUSTMENT IN SALARY

- A. This salary schedule shall be based on the school term as established by the calendar. Any extended duty beyond the school term shall be a proration of salary. An extension of the school term must be approved by the Superintendent.
- B. Where professional growth entitles a teacher to added salary, certified official records must be filed on or before Friday of the opening week of school, or the first Friday of the second semester. The salary adjustment is made immediately.
- C. Co-op coordinators shall be required by the principal to work two (2) weeks beyond the school calendar.
- D. Secondary School Counselors
1. High School counselors shall be scheduled to work two (2) weeks in addition to the regular school year.
  2. Junior High counselors shall be scheduled to work one (1) week in addition to the regular school year.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 4

ADJUSTMENT IN SALARY

- E. Senior High librarians may be required by the principal to work one (1) week in addition to the regular school year.

Junior High librarians may be scheduled to work one (1) week in addition to the regular school year.

Section 5

OPTIONAL PAY PLAN

- A. Teachers shall have the option of receiving their salary on a 21 or 26 period pay plan. Such option to be exercised only when the forms are sent to teachers in April. It is also agreed that once selection is made NO CHANGE will be made during the year under any circumstances.
- B. No lump sum payments will be made at the end of the school year unless the teacher is leaving the district.
- C. Any adjustment in salary in excess of \$1,000 shall be paid in a separate check.

Section 6

HOSPITALIZATION

- A. The Board will pay up to and including the full family subscribers rate for medical surgical, major medical, and hospitalization insurance for contracted teachers which shall be comparable to or an improvement over that of Blue-Cross/Blue Shield MVF coverage.

Hospital-Medical Insurance provided shall include a rider for: 1) prescription drugs which will require a Three dollar (\$3.00) maximum co-payment by the insured employee. 2) FAE/VST at the established reasonable and customary fee; 3) Reciprocity; 4) Master Medical IV (90/10).

All teachers hiring in after January 4, 1994 will only have the HMO or The Comprehensive Master Medical (CMM) plan with a \$200 deductible and 80% co-pay up to \$5,000, plans available for the duration of their probationary periods. Upon earning Tenure the teacher may request to change the coverage to Blue Cross/Blue Shield MVF at the next "window" period.

ARTICLE IX - SALARY ITEMS (CONTINUED)  
Section 6  
HOSPITALIZATION

- A. The Medical Insurance coverage year will be July 1, through June 30 of each school year. Insurance coverage for employees who leave the district for any reason will end on the last date worked. EXCEPTIONS: Employees who retire from the district at the end of the school year under the terms and provisions of the Michigan Public School Employees Retirement System will be reimbursed the retirees share of the July and August MPSERS premium.

Medical Insurance coverage will continue through July and August for employees laid off effective at the end of a school year.

- B. The Board shall provide \$50,000 life insurance in a group policy including coverage for accidental death and dismemberment for contracted teachers.

It is understood that upon agreement between the Union and Board a pre-paid group legal service may be substituted for the additional life insurance.

- C. It shall be the responsibility of the teacher to make changes for dependents or any changes on their group policy. Forms can be obtained in the Personnel Office either by direct contact or memo.
- D. Teachers may request these forms from the personnel department, or leave a message with the receptionist at the Administration Building.
- E. Teachers on leave of absence due to illness shall continue to receive hospitalization and life insurance coverage for a period of one year. It is understood that teachers on leave for maternity shall be covered through the month of birth at the expense of the Board.
- F. Teachers on leave of absence for reasons other than illness and for post natal periods within a maternity leave shall be allowed to maintain their insurance benefits at the group rate for a period of one year by reimbursing the group carrier provided the teacher does not take leave to obtain another position.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 6

HOSPITALIZATION

- G. In conformance with Public Law 93-222 as amended, the Board and the Union, agree to offer Health Maintenance Organization (HMO) coverage as a voluntary option for employees to the present health insurance plan offered by the District.

The District will contribute the full monthly premium for employees electing the enrollment option, in force during the term of the agreement.

Husbands and wives jointly employed by the District may elect to enroll in the HMO. If one spouse chooses to continue present coverage through the insurance plan and the other spouse elects the option of HMO membership, the combination of coverage under both plans may not be on a two-person or family basis concurrently.

Employees electing the HMO option may withdraw from the plan and enroll in the health insurance plan only during the open enrollment period for the health insurance plan. Employees may only enroll in the HMO during established open enrollment periods.

- H. Teachers shall be eligible for a dental insurance plan paid for by the Board and providing the following benefits:

1. 100% coverage for examinations, cleaning and emergency palliative care, except radiographs.
2. 50%/50% co-payment on X-rays.
3. 85%/15% insurance/employee co-payment for all other Class I procedures.
4. 60%/40% insurance/employee co-payment for all Class II procedures.
5. The total maximum per person per year on Class I and Class II procedures shall not exceed \$1,000.
6. 50%/50% insurance/employee co-payment on all Class III benefits with an \$1,000 per person lifetime maximum.

- I. Teachers shall be eligible for a District paid optical plan equal to Co-op optical plan, providing benefits up to and including full family coverage.

ARTICLE 1X - SALARY ITEMS (CONTINUED)

Section 7

CAFETERIA BENEFITS

The following Cafeteria Plan will be offered as described below provided that it does not violate any laws and/or not change the tax status of the Benefit Plan of the Roseville Community Schools. If the program is judged in non-compliance with law or IRS Regulations the Union and the Board will meet to explore alternatives.

In 1994, the plan year will be April 1 through September 30. Subsequent plan years will be effective October 1 through September 30.

Should either party wish to change the Cafeteria Plan Year from October - September the parties shall meet to agree on the changes.

Members who do not enroll in medical coverage programs, and show documentation that they have coverage from a different source will be eligible for an annual stipend in the amount of \$1,000. In the case where a married member's spouse is also eligible for medical coverage with the Roseville Schools only one of the married couple will be eligible for the \$1,000 annual stipend. The other spouse will not be eligible for any stipend or added benefit listed below.

Members who are enrolled in medical coverage as two person family will be eligible for an annual stipend in the amount of \$250 plus an enhanced benefit. Members enrolled in single person medical coverage will be eligible for an annual stipend of \$500 plus an enhanced benefit. The enhanced benefits will be announced on September 1 for the next Cafeteria Plan Year effective October 1 through September 30.



ARTICLE 1X - SALARY ITEMS (CONTINUED)

Section 7

CAFETERIA BENEFITS

All members will be eligible to participate in Salary Reduction Reimbursement Accounts for Child Care and Medical Expenses

Section 8

WORKERS' COMPENSATION - ON THE JOB INJURY

- A. Each employee will be covered by the applicable Workers' Compensation Laws.
- B. The employer further agrees to make up the difference between the employee's regular net pay and that which has been paid by the Workers' Compensation Insurance for injury sustained on the job and under the provisions of the Workers' Compensation Law.
- C. An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his regular net pay and payment received under provisions of the Act for a second year; and his days off of work shall not be deducted from accumulated sick leave during the two years.
- D. An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

Section 9

BENEFITS

- A. The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) may provide self-paid group health benefit coverage for specified amounts of time to the following:

Surviving dependents of deceased employee.

Spouses of employees after divorce or separation.

Medicare ineligible spouses and dependents of current employees.

Children who no longer meet the groups eligibility requirements.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 9

BENEFITS

Employee who no longer meets the groups eligibility requirements due to termination (other than gross misconduct), reduction in hours or layoff.

- B. The parties agree to develop a menu of fringe benefits to be offered to all teachers beginning in the 1991-92 school year

Section 10

LONG TERM DISABILITY

- A. The Board shall provide a long term group disability policy for each teacher. The terms of the policy shall provide that payment shall begin after ninety (90) calendar days and will continue coverage as long as the disability continues for the balance of his life or until the age of 65, whichever comes first.
- B. This coverage shall be for sixty-five percent of the employee's annual wage on a fully integrated basis with other coverage with a maximum wage consideration of \$3,500 per month for the 1996/97, 1997/98 school years.
- C. Individual sick bank accumulations will be frozen from the 91st day of disability until the teacher returns, or retires. Teachers who retire on disability will be eligible for the severance payment based on the formula and their frozen accumulation of sick leave.
- D. The policy shall provide that after inception and offsets are established, increases in social security payments and/or payments from the Michigan Public School Employees Retirement Fund shall not decrease the insured payments. All terms and conditions of the policy shall prevail.
- E. Terms of the policy prevail in all disputes.

Section 10

EQUIVALENCY RATINGS

- A. When working in an assignment which requires work experience to attain vocational certification, a teacher with such experience shall receive two (2) years experience credit. Such experience credit, together with outside creditable teaching and/or military experience shall not exceed the total amount allowable under the salary schedule policy.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 10

EQUIVALENCY RATINGS (CONTINUED)

- B. A certified tenure teacher with an additional professional degree, whose special knowledge is used directly in his teaching, shall be eligible for consideration on the level of a Master's Degree on the salary schedule, when such credits shall be recommended by a committee comprised of two teachers and two administrators. The final authorization shall rest with the Board of Education. "Professional Degree" assumes preparation of not less than the Master's Degree.

Section 11

COACHING AND SPONSOR COMPENSATION

- A. The Board retains the right to determine which extracurricular programs will be operated and to eliminate, modify or reduce the length of any such program.
- B. Should a given extracurricular activity be added, modified or reduced in length the compensation shall be adjusted as recommended by a committee set up to determine such compensation. This committee shall meet prior to January 5, 1981 to eliminate the "boy" "girl" designation in Article IX, Section 9 and establish equitable compensation for sports and sponsorships which shall be retroactive to beginning of the school year.
- C. If extracurricular programs are restored or added, the Board will attempt to distribute the activities on an equitable basis between Junior and Senior High Schools.
- D. The duties of the Athletic Director shall be assigned at the discretion of the Board of Education. Should a teacher be assigned the duties of Athletic Director, that teacher shall be paid as provided in sub-paragraph E.
- E. High School

Athletic Director	12.0%
Head Football Coach	10.0%
First Assistant	8.0%
Other Assistants	7.0%
Head Basketball Coach	10.0%
Assistant Basketball Coach	7.0%
Head Soccer Coach	8.5%
Assistant Soccer Coach	6.5%
Head Baseball Coach	8.5%
Assistant Baseball Coach	6.5%

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 11

COACHING AND SPONSOR COMPENSATION

Head Softball Coach	8.5%
Assistant Softball Coach	6.5%
Head Track Coach	8.5%
Assistant Track Coach	6.5%
Head Wrestling Coach	8.5%
Assistant Wrestling Coach	6.5%
Head Golf Coach	5.0%
Head Cross-Country Coach	8.5%
Swimming Coach	8.5%
Assistant Swimming Coach	6.5%
Volleyball Coach	8.5%
Assistant Volleyball Coach	6.5%
Band Director	10.0%
(Includes Summer Activities)	
Vocal Music Director	5.0%
Cheerleader Sponsors	6.0%
(9th grade, J.V. & Varsity)	
Play Director	4.0% per play
(Maximum 2 plays per year)	
Forensic	4.0%
Debate Coach	4.0%
Yearbook	6.0%
Newspaper Sponsor (Teaching Time)	6.0%
(After School)	6.0%
Quiz Bowl	4.0%
Latin Club	1.5%
French Club	1.5%
Spanish Club	1.5%
Pep Club	1.5%
Varsity Club	1.5%
Key Club - Kiwanis Responsibility	
Student Council/Senate Advisors	4.0%
Approved clubs (as described in	
Article IX, Section 11, B)	1.5%
Party and Dance Chaperons	\$15.00 each event
Literary Magazine	\$100.00

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 11

COACHING AND SPONSOR COMPENSATION

F. Junior High School

Athletic Director	6.0%
Football Coach	6.0%
Assistant Football Coach	4.0%
Basketball Coaches	6.0%
Track Coaches (2)	6.0%
Softball Coach	6.0%
Soccer Coach	6.0%
Volleyball Coach	6.0%
Cheerleader Sponsors 7th & 8th gr.	6.0%
Vocal Music Director	1.5%
Newspaper	1.5%
Student Council	1.5%
Approved Clubs	1.5%
Athletic Events	\$15.00 (one event)
	\$25.00 (two events)
Band Director (Incl. Summer Act.)	5.0%

G. Elementary School

Safety Patrol Sponsor	2.0%
Service Squad Sponsor	2.0%
Instrumental Music	
Per after-school event	
Incl. practice sessions.	\$15.00
Vocal Music and Other	
Elementary Programs	
Per after-school event	
Incl. practice sessions.	\$15.00

Each elementary building will be allocated \$500 for club stipends. The Curriculum Office will oversee the expenditure of these funds.

- H. Previous coaching and/or sponsorship experience within the district will be credited toward step placement on the salary schedule. Such credit will not be limited to experience in one sport, or sponsorship, but may be interchangeable providing the applicant is determined to be qualified in more than one sport or sponsorship. Such experience in sports shall not be interchangeable for credit in sponsorship and vice versa.

Previous district coaching experience will determine the step placement on the salary schedule for athletic directors appointed. Example: When an athletic director has three (3) years coaching experience within the

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 11

COACHING AND SPONSOR COMPENSATION (CONTINUED)

district prior to his appointment, such experience will be granted toward placement on the salary schedule as an athletic director.

Coaching experience concurrent with experience as athletic director will not be credited as an additional year of experience toward step placement on the salary schedule for athletic director.

Section 12

GENERAL RULES AND GUIDELINES

- A. All assignments to extracurricular activities must be approved in writing by the affected building principal.
- B. New clubs may be initiated at the request of a teacher with the recommendation of the principal, and approval of central administration whenever a minimum of fifteen (15) students have shown interest. Clubs with fifty (50) or more members will be entitled to two (2) sponsors.
- C. Compensation for club sponsorship at the Junior High level shall be the same as stipulated for the High School.
- D. Procedure for Payment:
  - 1. When the assignment is a full year assignment, compensation shall be made in two (2) half year payments.
  - 2. When the assignment is seasonal, payments shall be made at the end of the season.

Section 13

EXTRACURRICULAR ACTIVITIES

- A. Supervision and extracurricular activities shall not be considered a part of the teacher's contract responsibilities without extra compensation.
- B. Teachers employed for special events shall receive a stipend of \$15.00 per event when this service is outside of the regular school day, or their club or class responsibility. Timers, scorekeepers, and cameramen for High School athletic events shall receive \$20.00 per event.



ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 13

EXTRACURRICULAR ACTIVITIES

- C. Regularly scheduled and recognized interscholastic contests as well as plays, dances, club activities, and educational field trips shall qualify as extracurricular events. Teachers receiving pay for the sponsorship of a club or class will qualify for the \$15.00 stipend, providing their club or class is not involved in sponsoring the activity.
- D. Elementary programs requiring student supervision and conducted beyond the school day must be approved by the building principal in writing. Such programs shall be voluntary and compensated for at the prescribed rate of pay.

Section 14

TEACHER-IN-CHARGE

- A. The position of teacher-in-charge shall be voluntary. Principals shall select the teacher-in-charge from among interested personnel within the building and the position shall be rotated whenever possible.
- B. The teacher-in-charge shall receive a stipend of Four Hundred Dollars (\$400) per year. A teacher-in-charge who assumes the principal's duties shall be paid Twenty-Dollars (\$20) per day for each day after a three consecutive day assignment.
- C. When under per diem payment, the teacher-in-charge will be required to remain in school until 4:00 p.m.
- D. The teacher-in-charge in a building where the principal has an additional building assignment, or the principal is released for civic duty unrelated to school business twenty (20) or more days per year shall receive Two Hundred Dollars (\$200) in additional compensation.

Section 15

EXTRA INSTRUCTIONAL PROGRAMS

- A. Summer Programs
  - 1. Summer School Day
    - a. The summer school day shall be considered four (4) hours in length, generally between 8:00 a.m. and 12:00 p.m.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 15

EXTRA INSTRUCTIONAL PROGRAMS

2. Staff Selection

- a. The Summer School Director shall post notices in all schools of projected openings and he shall send a copy to the President of the Union.
- b. A letter of application shall be submitted to the respective summer program director by May 1. Applicants will be notified of their tentative summer employment status by May 15.
- c. The following system shall be employed in the hiring of teachers to fill positions in Summer School and Summer Driver Education.
  - 1) All applicants, who have certification, shall submit an application in writing no later than May 1 for summer school positions. Area of Certification and preference shall be included.
  - 2) A list of those applicants shall be established based on seniority in the district. In case of tie in seniority, the deciding factor shall be qualifications and preparation.
  - 3) Tenure teachers shall have preference over non-tenure teachers.
  - 4) A tenure teacher who worked the previous year in a summer program, or who refused an assignment shall be placed at the bottom of the list ahead of the non-tenure teachers.
  - 5) Individual assignment shall be at the discretion of the administrator. A teacher may request a written reason why he was not given a specific assignment.
  - 6) The list shall be posted by May 10 in each building. The list shall designate the name and area of application.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 15

EXTRA INSTRUCTIONAL PROGRAMS (CONTINUED)

- 7) Teachers shall be eligible for only one (1) assignment per summer, unless there are no other qualified applicants.
3. All summer program teachers will receive the contractual hourly rate plus the 4th of July.
4. Fringe Benefits for Summer Programs.  
  
No fringe benefits are provided for driver education and summer school teachers.

B. Regular School Programs

1. Driver Education, Adult Education, Swimming Pool Supervisor, Planetarium Director, and Title I teachers employed on a part-time basis shall receive the contractual hourly rate.
2. Driver Education will be scheduled by the Director of Driver Education as the need arises. Staff members will be selected from Roseville teachers first.

C. Employment Practices

1. Requirements for summer positions shall accompany the postings.

Section 16

ANNUITIES

All contracted teachers may avail themselves of the tax-sheltered annuities programs, according to the rules and regulations established by the Business Office.

In order to be added to our list of certified annuities carriers, a company must have a minimum of 8 signed contracts from Roseville Community School employees. To remain on the list, the company must maintain 5 active contracts. If the number drops to 4 or less for 3 consecutive months, the carrier would be dropped from the list of certified carriers and those employees who had been serviced by the company may transfer to an active company or discontinue the annuity program. The company will be reinstated when it again has 8 clients signed to contracts.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 17

EXTENSION OF INSTRUCTIONAL DUTY

A regular contract teacher hired to work an additional hour daily during the school year shall be prorated at one-sixth (1/6) of his basic salary but not less than the contractual hour rate and granted two (2) additional sick days. Teachers will also be responsible for a preparation period to be scheduled with the principal's agreement either before or after the regular school day.

Section 18

TEACHERS SUBSTITUTING DURING PREPARATION PERIOD

- A. Elementary and Secondary teachers voluntarily substituting during an unassigned or preparation period shall be compensated at the contractual hourly rate

Exception: Effective in the 1998-99 school year, elementary teachers will not be compensated if their fourth and/or fifth preparation periods (Article X, Section 2, E and F) are lost due to elimination of the program(s).

COMPENSATORY TIME

Section 19

- A. In the secondary schools, the principals may allow teachers who substitute during their preparation time, compensatory time in lieu of payment. This compensatory time can only be used in full-day units. Half-day and hourly units may be used with prior approval of the principal.
- B. Compensatory time shall not be used on days preceding or following holidays and vacations, except with prior approval of the principal.
- C. Up to 15 hours of compensatory time may be carried over to the next year. Payment will be made for any amount in excess of 15 hours.

Section 20

MILEAGE

All mileage payments for school-related activities shall be at the rate of 31 cents a mile. This rate shall be adjusted whenever necessary so that it is commensurate with the I.R.S. mileage allowance. Teachers who currently receive a flat mileage payment may elect to continue receiving the flat rate or switch to the per mile payment.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 21

OUTSIDE EXPERIENCE

- A. Teachers hired by the Roseville Community Schools on or after September 26, 1973, shall be granted up to two (2) years full credit on the salary schedule for up to two (2) years of verified teaching and/or military experience.
- B. The Board may grant additional credit for personnel hired in technical teaching areas for experience in teaching and/or work experience in a directly related area up to the amount of actual experience applicable.
- C. Teachers formerly employed by the Roseville Community Schools who return to employment after having lost seniority privileges shall be granted all Roseville teaching credit up to four (4) years at full step of the schedule.
- D. Teachers who return within 2 years from their termination from the layoff list shall receive:
  - 1) Seniority to their date of termination.
  - 2) Restoration of their accumulated sick leave though date of layoff.
  - 3) Placement on the salary schedule based on salary step 1 on their date of layoff.
- E. The following outside experience factors shall continue to be applicable to all teachers hired prior to September 26, 1973, who remain in employment or who leave and return within the period required to protect their seniority rights.
  - 1. Up to four (4) years of teaching experience shall be fully credited. A fifth year of teaching experience shall be credited at One Hundred Dollars (\$100.)
  - 2. Up to two (2) years of military experience shall be fully credited.

ARTICLE IX - SALARY ITEMS (CONTINUED)

Section 21

OUTSIDE EXPERIENCE

3. A fifth year of Roseville experience shall be credited at One Hundred Dollars (\$100). Up to two years of military experience shall be fully credited. The combined Roseville and military experience credit shall be limited to four (4) years fully credited and one (1) year at One Hundred Dollars (\$100).

Section 22

JURY DUTY

A teacher who serves jury duty shall be paid regular salary without loss of days. The Business Office shall deduct from an employee's pay only that amount which is equal to the per diem jury service fee for each school day served on jury duty.

ARTICLE X - NON-SALARY ITEMS

The School Day

Elementary

Jr. & Sr.  
High

Hours 1996-97

Teachers Duty Begins	8:40 a.m.	7:50 a.m.
Instruction Begins	8:45 a.m.	7:55 a.m.
Lunch Dismissal	11:40 a.m.	1/2 hour
Teachers Duty/Inst. Begins	12:30 p.m.	
Students Dismissed	3:25 p.m.	2:35 p.m.
Teachers Duty Ends	3:30 p.m.	2:35 p.m.



ARTICLE X - NON-SALARY ITEMS

Section 1

The School Day

<u>Hours 1997-98</u>	<u>Elementary</u>	<u>Jr. &amp; Sr. High</u>
Teachers Duty Begins	8:40 a.m.	7:50 a.m.
Instruction Begins	8:45 a.m.	7:55 a.m.
Lunch Dismissal	11:45 a.m.	1/2 hour
Teachers Duty/Inst. Begins	12:30 p.m.	
Students Dismissed	3:30 p.m.	2:35 p.m.
Teachers Duty Ends	3:35 p.m.	2:35 p.m.

It is recognized that wherever adjustments in the schedule are necessary, such may be made, however, the school day shall be standard in terms of hours, minutes, and duty time.

B. Duty Free Lunch

Lunch period shall be duty free.

C. Secondary teachers will be assigned no more than 5 teaching periods and will be guaranteed one equivalent period as a personal preparation each day. For 93-98, 7th and 8th grade teams will also receive a team preparation period daily equivalent to a regular class period.

D. During the 1995-96 and 1996-97 school years, one half day of release time shall be scheduled each month for district and buildings needs, including but not limited to staff meetings, school improvement planning meetings, accreditation meetings, and inservice.

A thirty minute block of meeting time shall be designated as preparation time for teachers.

E. In the 1997-98 school year, released time will be provided for staff and/or school improvement meetings on fourteen (14) Wednesdays.

1. Elementary students will be dismissed at 2:25 p.m.  
Meeting time will be 2:30 - 3:40 p.m.

Secondary students will be dismissed at 1:20 p.m.  
Meeting time will be 1:25 - 2:35 p.m.

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 2

ELEMENTARY AUXILIARY SERVICES

- A. All grades from one through six and special education classes shall receive one (50 minute) art period, one (35 minute) physical education period, and one (35 minute) vocal music period per week. (Exception: 4th grade - first semester will have tonette instead of vocal music.
- B. Kindergarten groups will receive one (35 minute) physical education period each week and one (35 minute) vocal music period each week.
- C. Art, vocal music, and physical education class schedules may or may not provide for five (5) minutes passing time between classes. The twenty (20) minute daily planning time for art, vocal music, and physical education teachers may be clustered around the lunch hour; the teachers may flex their lunch hours.
- D. Art teachers shall be scheduled for no more than 310 minutes of instructional time per day, in blocks of 50 minutes and/or 30 minutes. Vocal music and physical education teachers shall be scheduled to meet no more than nine (9) sections per day.
- E. In 1995-96, in addition to the service listed in paragraphs A and B of this section, all grades from one through six shall receive one additional auxiliary service of thirty (30) minutes.
- F. In 1996-97, all grades from one through six shall receive an additional thirty (30) minute auxiliary service. Kindergarten groups will receive an additional auxiliary service of thirty (30) minutes for one semester.
- G. Special and Auxiliary Daily Schedule  
  
Each special and auxiliary service teacher shall determine his/her daily schedule in his/her respective building(s) with the approval of the principal.
- H. Special and Auxiliary Building Assignments  
  
All Special Service and Auxiliary Service teachers shall be allowed to recommend their respective building assignments to their principals or directors for approval. The final decision will be made by the Deputy Superintendent for Employee Relations and Personnel.

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 3

CLASS SIZE

- A. Class size shall be limited to 29 in grades one and two and 31 in kindergarten and grades three through six (3-6)
- B. There shall be no combination classes unless absolutely necessary. When it is necessary, mutual arrangement as to the composition of the classes will be made with the teacher(s), principal, and the central administration, and such additional aid as may be possible shall be given. Combination classes shall be limited to 26.
- C. The number of students assigned to an experimental class shall be determined by the teacher and principal involved.
- D. Academic class size at the secondary level, including typing, shall not exceed 155 pupils for a five-period day.
- E. Physical Education classes at the secondary level shall not exceed 180 pupils for a five-period day.
- F. Music classes at the secondary level shall not exceed 155 pupils for a five-period day, not including Concert Band and Choir.

Should the high school music instructor's total load, excluding the Concert Band and Concert Choir, exceed 125 students, assistance will be provided as follows:

- 1. Choir: An accompanist will be provided for preparation and assistance not to exceed fifteen (15) hours for each major choral presentation.
  - 2. Band: Clerical assistance will be made available for up to a maximum of five (5) hours per week.
- G. Shop, Home Economics, Crafts, Chemistry and Physics Laboratory classes shall be limited to 26 students.
  - H. At the secondary level every effort shall be made to limit each academic class to 31 pupils but not to exceed 33 and to limit each physical education and music class to 36 pupils.
  - I. The schedule for payment for student overloads shall be according to the following formula:
    - a. Elementary:  $\frac{1}{30}$  of  $\frac{1}{180}$  of the amount listed in the Chart in Appendix E

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 3

CLASS SIZE

- b. Secondary: Student overload on an individual or daily basis is to be paid at the rate of:  
  
(1-5 - \$300) (6-10 - \$600) (11-14 - \$900)
- c. No deduction shall be made for teacher absences due to sick days except during extended absences of 5 or more days.
- d. At the elementary level, overloads shall be paid on student rosters established on the first Monday of the school year.  
  
At the secondary level overload payments shall be based on class rosters the second Monday of the school year.
- e. Auxiliary service teachers will be eligible for overload payments. The amount of payment shall be subtracted from the amount due the regular classroom teacher.
- J. Every effort shall be made to assign aides to assist teacher(s) with a student overload of four (4) or more and/or any building having a number of classes that exceed the contractual limits. The aide(s) may be assigned to more than one building or more than one classroom.
- K. The Board will make a reasonable effort to make the planetarium available to students and to the community.
- L. Special Education class sizes will be those stated in the Michigan Special Education Code, as amended; and shall be subject to the guidelines specified therein.

Section 4

PHYSICAL FACILITIES

- A. The physical facilities of the classroom and the school must be conducive to the health and welfare of the students and teachers.

ARTICLE X - NON-SALARY ITEM (CONTINUED)

Section 4

PHYSICAL FACILITIES

- B. Normal classroom conditions must be maintained including adequate temperature, lighting, lavatory, and water facilities. If the conditions are not normal, the principal will make necessary arrangements to provide facilities for teachers and students. The principal with notification to Central Administration may dismiss the students for the period of time deemed necessary.
- C. Within the limitation of available space, each school shall provide adequate classroom and storage facilities for auxiliary and special personnel.
- D. The Board will provide maintenance and repair of playground, parking lots, and athletic fields to promote the safety of students and teachers.
- E. Parking spaces shall be either undesignated or assigned by number.
- F. All itinerant special education personnel shall be provided with filing space and when feasible, with a desk or other work space.
- G. Teachers shall not be required to repair school equipment.

Section 5

TEACHERS' LOUNGE

- A. Teachers' Lounges must provide adequate seating, table space, heating and ventilation, and be designed exclusively for staff use. Provision shall be made for separate lavatory facilities for male and female teachers.
- B. Where teachers wish to prepare tea or coffee in lounge rooms, the cooks will provide hot water, cups and saucers, if this special demand upon the cook's time is not unreasonable.

Section 6

SICK LEAVE BANK AND LEAVE DAYS

- A. Accumulated Sick Leave Days
  - 1. Unused sick leave days shall accumulate in a single bank at the rate of thirteen (13) days per school year without limit.

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 6

SICK LEAVE BANK AND LEAVE DAYS

Effective September, 1995, unused sick leave days shall accumulate in a single bank at the rate of fourteen (14) days per school year without limit.

2. Sick bank information will be recorded and distributed in September of each year to all teachers. This will include accumulated days from prior years together with total days credited for the current contractual year.
3. Teachers must give notification if they wish to cancel a sick leave or personal leave. Failure to notify may result in a pay deduction equal to the cost to the Board for a substitute's "show up" pay.

B. Central Sick Leave Bank

1. The Board of Education will contribute a day for each day contributed by a teacher to the Central Sick Leave Bank. The Board will subtract from its contribution the number of days that equals the number of unpaid days members had to wait to be eligible for initial entry to the Central Sick Leave Bank; except that those days waived by the Central Sick Leave Bank Board shall not be subtracted.
2. There shall be a Central Sick Bank Board consisting of one representative each from the bargaining unit, central administration, and the Board of Education to act upon application and to manage the Central Bank.
3. Newly contracted teachers will automatically contribute one day to the Central Sick Leave Bank.
4. Further contributions to maintain the stability of the Central Sick Leave Bank shall be determined by the Bank Board.

C. Use of Central Sick Leave Bank

1. A member's eligibility to access the Central Sick Leave Bank requires the use of twenty (20) days from his/her individual sick bank.
  - a. A member with less than twenty (20) days in his/her individual sick bank must exhaust his/her bank and wait the balance of the 20 days without pay.



ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 6

SICK LEAVE BANK AND LEAVE DAYS

A member with no days in his/her sick bank must wait the required twenty (20) days without pay.

- b. No days shall be granted from the Central Sick Leave Bank for family illness.
- 2. Up to thirty (30) days may be granted by said Board.
- 3. If a member uses all thirty days from the central Sick Leave Bank, he must return to the use of his own bank for fifteen (15) days, or having exhausted his bank, he must wait the passage of fifteen (15) school days without pay, before making application to the Board for additional days.
- 4. If an illness continues beyond the period and conditions set forth above, the Bank Board may grant additional sick leave days from the Central Bank up to a maximum of sixth (60) additional days.
  - a. Central Sick Leave Bank days will not be provided to those teachers who are eligible to receive benefits under the Long Term Disability Program.
- 5. First and second year teachers may apply to the Bank Board for waiver of the twenty (20) day requirement in Paragraph 1 of this Section after exhausting their own sick banks.
- 6. The Bank Board may request an individual to be examined by a doctor at any time at the member's expense.
- 7. The Central Sick Leave Bank regulations may be amended with the concurrence of the Board of Education and Bargaining unit.

D. Extended Illness

- 1. A teacher returning after eight (8) consecutive school days of illness shall present a doctor's release to return to duty.
- 2. A teacher returning from such extended absence must notify the principal at least two school days before reporting for duty.

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 6

SICK LEAVE BANK AND LEAVE DAY

E. Personal Leave

1. Three (3) days of the individual sick leave allowance may be used for personal business each year.

Beginning in September, 1995, four (4) days of the individual sick leave allowance may be used for personal business each year.

2. Personal leave days may not be used the day before or the day after a holiday or vacation. An employee absent on the day before or the day after a holiday or vacation will not receive pay for that day except as he presents reasonable evidence of his involuntary detention because of cancellation of reservations with a common carrier, official closing of a highway due to weather conditions or similar circumstance of an extreme nature.

F. Funeral Leave

1. Each employee shall be allowed up to five (5) days of funeral leave to attend the funeral in event of death in the immediate family. The immediate family is defined as spouse, father, mother, grandparents, brother, sister, son or daughter, and the above in-laws of the employee.
2. If a school should be closed because of the death of a member of the unit, members from that school who attend the funeral shall incur no loss of pay or days from their individual bank.
3. An employee may be granted up to five (5) days to attend the funeral of relatives not listed, guardian or friends where the relationship is similar to that of the immediate family, upon application, explanation and approval of the Deputy Superintendent.

G. Conference Leave

1. Teachers shall give at least one-week's notice when applying for conference leave. Formils may be obtained in the principal's office and must be approved by him.

ARTICLE X - NON SALARY ITEMS (CONTINUED)

Section 6

SICK LEAVE BANK AND LEAVE DAYS

2. A local, state, or national Union officer shall be allowed conference leave whenever necessary to fulfill the duties of his office. The time limitation of notice will be waived whenever necessary.

H. Speaking Engagements

Teachers who are invited to address educational or civic groups during the school day shall be given release time without loss of pay or deductions from the sick bank. Such release time shall be treated as conference leave.

Section 7

SABBATICAL LEAVE

- A. A teacher holding at least a Bachelor's Degree and a permanent Michigan Teaching Certificate may make application for sabbatical leave providing he shall have completed not less than seven (7) consecutive years of service with the Roseville Community Schools.
- B. Sabbatical leave shall be granted for professional improvement including attendance at a college or university, research under the direction of a college or university, or travel which can be shown to improve the teacher's capability and benefits the local school district.
- C. Requests for sabbatical leave shall be submitted by March 1. At least one (1) sabbatical leave shall be granted if one is requested and the applicant meets the minimum requirements for sabbatical Leave. The Board may grant Sabbatical Leaves to up to 1% of the staff.
- D. During a sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half of the regular annual salary. Grants and Stipends shall not affect sabbatical pay except that these funds added to sabbatical pay shall not exceed the teacher's annual full-pay salary.
- E. Teachers returning from sabbatical leave shall be restored to their former teaching position or one of similar nature. Seniority shall accrue, and they shall be eligible for a regular increment on the salary schedule unless already at the top.

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 7

SABBATICAL LEAVE

- F. If enrolled in an institution of higher learning, at least ten (10) semester hours of graduate credit study shall be carried per semester.
- G. Sabbatical leave teachers shall not assume such additional employment as would affect the purpose of the leave adversely.
- H. As a condition to receiving final approval for a sabbatical leave, a staff member shall file an agreement stating intent to remain in the service of the school district for a period of two (2) years after the expiration of such leave.

Should an employee not remain with the school district for two years immediately following the sabbatical leave, the teacher shall within two years repay to the Board an amount of money which shall bear the same relation to the amount granted as the expired period of service bears to two years. This rule shall not apply if the teacher becomes incapacitated or in cases where the Board may, upon request, waive this requirement. Should a sabbatical leave be of less than one (1) year, the responsibilities of the Board and of the teacher shall be considered on a proportional basis.

- I. A teacher on sabbatical leave shall continue to receive the benefits provided in hospitalization, life and disability benefits.
- J. Applications for Sabbatical Leave will be considered by the Board on the basis of
  - a. Purpose of Leave
  - b. District Seniority
  - c. Date of Initial Request for Leave.

Section 8

RETURN AFTER ABSENCE

- A. After leaving the employment of the Roseville Community Schools, a teacher who returns within four years shall:
  - 1. Be placed on the salary schedule of the step above the one he/she was on when he/she left.

ARTICLE X - NON-SALARY ITEMS (CONTINUED)

Section 8

RETURN AFTER ABSENCE

2. He/she shall also receive credit according to his/her creditable experience within the district and to a maximum outside experience as stated in Article IX, Section 18.
  3. His/her accumulated sick leave shall be reinstated.
  4. His/her seniority shall be reinstated as defined in Article II.
- B. Teachers on leave under the terms of prior contracts may return under the return from leave provision of the contract in effect at the time the leave was granted.

Section 9

SECONDARY PREPARATIONS

Every effort shall be made to limit secondary preparations to three (3). In high schools where multi-track systems are used, multi-track classes shall be assigned as equitably as possible among the teachers assigned to that grade level. Such classes shall be considered a single preparation.

ARTICLE XI - CONTRACT CONFLICTS

Section 1

CONTRACT CONFLICTS

In all instances wherein there is a conflict between this Master Contract and items included from the teacher's handbook, or this contract and the pre-established Board Policy, then in all such instances, the negotiated contractual items shall prevail.

ARTICLE XII - MANAGEMENT RIGHTS CLAUSE

Section 1

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

ARTICLE XII - MANAGEMENT RIGHTS CLAUSE (CONTINUED)

Section 1

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE XIII - TEACHER'S LEGAL RIGHTS

Nothing contained herein shall deny to any teacher his/her rights under Section 11 of Act 336 of Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, or otherwise under statute.

ARTICLE XIV - WORK STOPPAGE

Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Union agrees that no work stoppage will be voted, condoned, authorized or undertaken by its members within the life of this contract and that any teacher engaging in a converted work stoppage, authorized or unauthorized by the Union, in the Roseville School District or in any of its schools will be subject to suspension or dismissal according to statutory provisions.



#### ARTICLE XV - LAW SAVING CLAUSE

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Public Instruction from which rule or regulation on appeal has been taken within the time provided for doing so, then such provision or application shall be deemed invalid except to the extent permitted by law but all other provisions hereof shall continue in full force and effect. Such decision or ruling shall necessitate immediate renegotiation of the provision.

#### ARTICLE XVI - TERM OF AGREEMENT

##### Section 1

This Agreement shall be and continue in full force and effect from September 1, 1996 to August 31, 1998, at which time it shall terminate.

Should either party wish to extend, or modify this Agreement beyond the date of termination, they shall deliver written notice to the other party no less than ninety (90) days prior to the expiration date.

##### Section 2

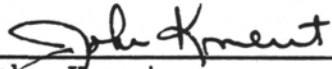
This Agreement will be executed when it has been:

- A. Ratified by the Union according to their procedures.
- B. Approved by the Board of Education by a resolution duly adopted.

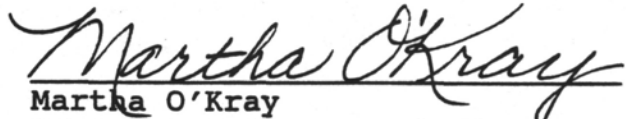
##### Section 3

In witness whereof the parties have executed this Agreement by their duly authorized representatives the day and year stated below:

BOARD OF EDUCATION  
ROSEVILLE COMMUNITY SCHOOLS

  
\_\_\_\_\_  
John Kment  
Superintendent

  
\_\_\_\_\_  
Rebecca Vasil  
Chief Negotiator

  
\_\_\_\_\_  
Martha O'Kray  
Administrative Negotiating Team

ROSEVILLE FEDERATION OF  
TEACHERS  
AFT LOCAL No. 1071  
Affiliated with the Michigan  
Federation of Teachers, AFL-CIO

  
\_\_\_\_\_  
John Olekszyk,  
Chief Negotiator

  
\_\_\_\_\_  
Irma Bosma,  
Federation Negotiating Team

  
\_\_\_\_\_  
Barbara Moffitt,  
Federation Negotiating Team

## APPENDIX A

### I. Curriculum Council Structure - Elementary and Secondary

#### A. Structure

Teacher representatives will be elected by their peers. Terms will be two years. The council will meet as needed during the school day on release time with no monetary compensation to review and recommend curriculum changes.

#### B. Representation

- 4 Elementary Teachers
- 2 Junior High Teachers
- 2 High School Teachers
- 1 Curriculum Director
- 3 Principals
- 1 R.F.T. Representative

### II. Core Curriculum Committees

#### A. Structure

Committees - K-12 teachers will oversee and coordinate curriculum review for:

- World Studies
- Technology
- Physical Education and Health
- Math and Science
- Language Arts
- Arts, Aesthetic and Cultural Awareness
- Life, Personal Management, Career and Employability Skills

#### B. Core Curriculum Chairperson

1. The chairperson(s) will be selected by the curriculum council. The term will be two/three years determined by first year lottery.
2. Duties
  - a. Keep abreast of all new trends and developments in assigned curricular area and serves as a resource on curriculum questions.
  - b. Convenes representative committee within curricular area and provides agenda, minutes and monthly status report to the Curriculum Director and Coordinating Council.

APPENDIX A (CONTINUED)

- c. Assists in the development and implementation of subject area curriculum objectives.
- d. Assists in the planning of workshops and other inservice programs to meet identified needs in curriculum area.
- e. Assists in the implementation of an ongoing program of curriculum evaluation.
- f. Attends relevant school, district and professional meetings.

3. Compensation, \$1200 stipend per year.

III. Building Chairperson Structure - Secondary

- A. Teachers in each secondary school shall elect building chairpersons for the departments listed below:

Senior High

Business Education  
English  
Math  
Social Studies  
Life Management  
Art  
Language

Physical Education  
Applied Technology  
Science  
Special Education  
Counselor  
Music  
Media

Junior High

English  
Science

Math  
Social Studies

- B. Duties and Responsibilities of Chairpersons

- 1. The Building Department Chairperson shall chair department meetings as scheduled in the calendar.
- 2. The Building Department Chairperson shall prepare and distribute minutes of all department meetings to department members, principals, and the Curriculum Director.
- 3. The Building Department Chairperson shall serve as liaison for general department concerns.

#### APPENDIX A (CONTINUED)

4. The Building Department Chairperson shall coordinate and disseminate information and recommendations for curricular and other department changes.
  3. The Building Department Chairperson shall co-ordinate requisition of materials for the department, inventory of materials and shall oversee maintenance of department equipment.
- C. Each Building Department Chairperson shall receive a \$200 stipend for the year.

#### APPENDIX B

Mutually Recognized Past Practices as agreed by the Roseville Board of Education:

A. Use of the Sick Day

It is a recognized practice that certified personnel may use a "sick day" because of an illness in the immediate family. (Immediate family as defined in the contract.)

B. Release Time

It is a recognized practice that a principal may release a teacher from duty for up to one hour without a loss of pay or time in cases of emergency or extreme need, provided no additional cost to the district results from his/her action.

C. Probationary Teachers

It is a recognized practice that upon request a probationary teacher who has been recommended for dismissal may have a hearing before the Board of Education.

D. Retirement

It is a recognized practice that teachers who retire from the employment of the district under the terms and provisions of the Michigan Public School Employees Retirement Act receive as a severance 50% of their first 70 days of accumulated sick days and 20% of 71 to 195 accumulated sick days not to exceed the limit of 60 days of severance pay based on prevailing contract rate.

APPENDIX B (CONTINUED)

E. Personal Leave

It is a recognized practice that under unusual circumstances, teachers may be allowed the use of a personal day before or after a holiday or during the last week of school, providing prior approval has been granted by the Superintendent.

F. Extra Instructional Assignments

It is a recognized practice that qualified teachers employed by the school district are offered positions in such programs as Adult Education, Driver Education, and summer school classes offered for credit before non-district employees are hired.

G. Teachers' Dress Code

It is a recognized practice that teachers are allowed discretion in regard to their personal appearance and dress, providing their choice is in good taste and reflects their professional role.

H. First Day of School

It is a recognized practice that upon request, the RFT may be allowed limited time on the agenda for announcements during a new teacher orientation meeting.

I. Emergency Closings

It is a recognized that the school district may close the schools down for a day or a period during the day in situations of national tragedy, local conditions, or some other similar circumstances, provided the released time is included within the 900 hours of instruction.

J. Teaching Experience

It is a recognized practice that teachers who are employed in the district for one-half of one year are given a full year's credit on the salary schedule the following year, only. An employee working two different one-half year periods shall be counted as one year credit.



APPENDIX B (CONTINUED)

K. Payroll Deduction

It is a recognized practice that teachers may request payroll deduction for such programs as may be approved by the Roseville Board of Education.

L. Conference Leave

It is a recognized practice that under unusual circumstances, the time limits on conference leave may be waived by the Superintendent or his designee.

M. Preparation Time

It is a recognized practice that teacher's preparation periods shall be used in conformity with the contract, including conferences with other certified personnel.

N. Supervision

It is a recognized practice that teachers shall not be required to supervise the students or another teacher while he/she is supervising his/her own class. However, he/she may on occasion do so on a voluntary basis.

O. Closing of a Building

It is a recognized practice that teachers, when a building is closed because of power failures or such similar events, will not be assigned to teaching assignments in other buildings.

P. Reemployment Practices

It is a recognized practice that qualified personnel formerly employed by the district and who request reemployment, will be given preference of consideration for employment, provided prior work had been satisfactory.

Q. Extended Calendar Assignment

It is a recognized that when the services of teachers are required to perform functions related to the regular school year, but beyond the normal school year, they shall be paid a prorata salary based on their current annual salary.

## APPENDIX B (CONTINUED)

### R. Conference Leave

It is a recognized practice that the Board through the administration has the right to regulate, approve and disapprove conference leaves considering the financial burden and the potential benefit of the school district.

### S. Right of the RFT to Appear Before the Board of Education

It is a recognized practice that the Roseville Federation of Teachers has the right to appear before the Board of Education on a matter affecting their bargaining unit after following the normal lines of action and communication within Central Administration. Should the RFT desire to appear before the Board, they shall request a place on the agenda through the Superintendent.

### T. State Guidelines

It is a recognized practice that the Board of Education will make every reasonable effort to comply with the recommended state guidelines relative to the operation of a state reimbursed program.

### U. Auxiliary and Special Service Substitutes

It is a recognized practice that where unanticipated absences in excess of ten percent (10%) occur, auxiliary and special service teachers may be assigned to substitute to cover such absences in excess of ten percent (10%). Auxiliary and special service teachers, however, may not be required to cover such absences more than two times a year and to the extent possible such mandatory substitute service shall be on a rotating basis.

## APPENDIX C

### JOB SHARING

The Union and the Board agree to adopt and promote the concept of Job Sharing during the 1984/85 school year. The Union recognizes the Board's right to deny individual requests subject to a showing of cause by the administration. The show cause is not arbitrable but is grievable to the Board of Education level only. The Union also recognizes the Board's right to terminate a job sharing at any time provided that the employment rights of all the parties are maintained and protected.

## APPENDIX C (CONTINUED)

The following rules shall govern the job sharing system:

1. Job sharing will refer to the mutual agreement of two teachers to share one full-time position and/or the sharing of a full-time position between a teacher and a laid-off teacher. In the selection of a laid-off teacher for a job share, the district, as nearly as possible, shall follow and be governed by district seniority. In the event that seniority is not honored, the administration shall be required to show cause as outlined above.
2. Entry into the program shall be voluntary and at the request of the teacher. Exit from the program may be requested by the participants and may be implemented provided there is mutual agreement of all participants and the Assistant Superintendent for Employee Relations and Personnel.
3. Teachers must submit their request to job share to the Personnel Office no later than April 1 or such other date as may be agreed upon by the Union and the Board.
4. Each job sharing arrangement must be renewed each school year following procedures in #2 and #3.
5. If a teacher elects to return to full-time teaching, the teacher must notify the Personnel Office in writing by April 1. The teacher retains the position held prior to the job sharing arrangement if it is available under the normal assignment and transfer procedures.
6. Teachers who are job sharing will receive a prorated salary.
7. Teachers who job share will receive full seniority, full salary credit and shall share fringe benefits not to exceed the cost of one (1) full family coverage package of benefits.
8. The responsibilities of a job sharing assignment shall be divided and allocated according to a plan designed and agreed upon by the job sharers and reviewed by the principal. This shall include but not be limited to attendance at staff meetings, parent/teacher conferences, in-service meetings, substituting, et cetera.
9. Any vacancies created by job sharing will be filled as a temporary assignment.

APPENDIX C (CONTINUED)

10. If forced to pass on a recall, a laid-off teacher in a job-share position shall be given continuing contract status and be treated as a permanent employee for purposes of assignment and transfer for the ensuing school year subject to limits of the teacher's seniority and qualifications.
11. Final approval of all job shares shall rest with the Personnel Office.

APPENDIX D - LEAVES OF ABSENCE

LEAVE	SALARY	MEDICAL INS.	SEN.	RIGHT TO POSITION	DURATION	CONDITIONS
PERSONAL	NO	TEACHER PAID. ONE YEAR	NO	IF LEAVE BEGINS AND ENDS WITHIN ONE SCH. YEAR	UP TO ONE YEAR REQUESTED ANNUALLY OR END OF LEAVE	
MEDICAL (PD)	YES	BOARD PAID	YES	YES	SICK DAYS & C.S.B. LANGUAGE	PHYSICIAN'S RECOMMENDATION
DISABILITY	LONG TERM. DISABILITY INSURANCE	BOARD PAID ONE YEAR. TEACHER PAID. ONE YEAR	YES	SAME OR SIMILAR	TERMS OF THE L.T.D. POLICY	PHYSICIAN'S REC. 90 DAY QUALIFYING
MEDICAL (NON-PD)	NO	BOARD PAID ONE YEAR TEACHER PAID ONE YEAR	YES	IF LEAVE BEGINS AND ENDS WITHIN ONE SCHOOL YEAR		PHYSICIAN'S REC.
SABBATICAL	ONE-HALF	BOARD PAID	YES	SAME OR SIMILAR	MAXIMUM ONE YEAR	REQUEST BY MARCH 1; TWO YRS. SERVICE REQ.
EDUCATIONAL	NO	TEACHER PAID 1 YEAR	YES	YES	MAXIMUM ONE YEAR	PROFF OF ATTENDANCE
ADOPTIVE	NO	TEACHER PAID 1 YEAR.	YES	IF LEAVE BEGINS AND ENDS WITH ONE SCHOOL YEAR	MAXIMUM ONE YEAR	DOCUMENTATION
LAYOFF	NO	TEACHER PAID 1 YEAR	YES	NO		RIGHT TO PASS ONE YEAR
UNION	NO	TEACHER PAID DURATION OF LEAVE	YES	SAME OR SIMILAR	1 YEAR RENEWABLE ANNUALLY	ELECTION TO STATE/NATIONAL OFFICE
FAMILY LEAVE	NO	BOARD PAID	NO	YES	12 WEEK MAXIMUM	

APPENDIX E

ELEMENTARY OVERLOAD SCHEUDLE

APPENDIX E

OVERLOAD SCHEDULE

	<u>BA</u> <u>Base</u> <u>Overload</u> <u>Rate</u>	<u>BA</u> <u>Payment</u> <u>Per Day</u>
Step 1	16,323	3.00
2	16,949	3.10
3	17,786	3.30
4	18,830	3.50
5	19,981	3.70
6	21,236	3.90
7	22,696	4.20
8	24,162	4.50
9	26,146	4.80

	<u>MA</u> <u>Base</u> <u>Overload</u> <u>Rate</u>	<u>MA</u> <u>Payment</u> <u>Per Day</u>
Step 1	17,897	3.30
2	18,925	3.50
3	19,952	3.70
4	21,390	4.00
5	22,827	4.20
6	24,470	4.50
7	26,318	4.90
8	26,569	5.20
9	30,221	5.60

	<u>MA+30</u> <u>Base</u> <u>Overload</u> <u>Rate</u>	<u>MA+30</u> <u>Payment</u> <u>Per Day</u>
Step 1	18,688	3.50
2	19,718	3.70
3	20,744	3.80
4	22,182	4.10
5	23,619	4.40
6	25,262	4.70
7	27,110	5.00
8	28,956	5.40
9	31,012	5.70

	<u>PHD</u> <u>Base</u> <u>Overload</u> <u>Rate</u>	<u>PHD</u> <u>Payment</u> <u>Per Day</u>
Step 1	19,321	3.60
2	20,350	3.80
3	21,376	4.00
4	22,814	4.20
5	24,253	4.50
6	25,894	4.80
7	27,742	5.10
8	29,589	5.50
9	31,644	5.90



ROSEVILLE COMMUNITY SCHOOLS  
Roseville, Michigan

MEMORANDUMS OF AGREEMENT

SENIORITY

PERMANENT SUBSTITUTES

During negotiation of the 1985/88 contract with the Roseville Federation of Teachers, the following conditions, which were previously agreed upon by the parties, were extended to this contract:

1. The definition of seniority applies to Article VII and will not affect other terms and conditions of the contract, such as placement on the salary schedule.
2. Effective September 4, 1985, employees on layoff who become permanent substitutes in an extended assignment shall be paid on the following schedule:

Day 1 - 10,	Daily Sub Rate
Day 11 - 20,	BA Minimum
Day 21:	Contract Status;
	Retroactive Pay of BA Minimum
	for Day 1-10

## LETTERS OF AGREEMENT

### ADMINISTRATIVE SENIORITY

Administrators shall accrue teacher seniority while in administrative positions provided:

1. The administrator has previous experience teaching in Roseville Community Schools.
2. The administrative assignment commenced prior to September 1, 1982.

or

3. The assignment is a temporary position. In the event the temporary position becomes permanent or the teacher accepts another permanent and/or temporary position there shall be a retroactive loss of teacher seniority.

Upon returning to the teaching ranks, administrators shall be credited with the aggregate seniority as provided above. However, they shall have only the right to bump the least senior teacher they could replace.

### MEMORANDA OF AGREEMENT

#### COMBINATION CLASS SIZE

The Board agrees that the contract language limits combination classes to those that are absolutely necessary. The Board will continue to honor the class size for combination classes. It is understood that the language governing combinations classes is limited to elementary grades.

#### SPECIAL EDUCATION

It is understood that the Director of Special Education upon being notified of a violation of Special Education rules or regulations, will investigate the matter within ten (10) school days rectify the situation or file a request for deviation with the State Department of Education.

### SENIORITY

The relative position of each teacher on a 1990 seniority list shall be frozen at the level of September 1, 1991. Those teachers who feel that there are errors in their seniority have until April 1, 1991 to appeal the error to the Deputy Superintendent, who will make the final decision.

### CHANNEL 1/SECONDARY SCHOOL DAY

The parties agree that the secondary school day shall be extended an additional five (5) minutes per day for the purpose of providing Channel 1 when such programming becomes operational and is implemented. In the event that Channel 1 programming is discontinued by the action of the school district and/or Whittle Communication, the secondary school day shall revert to its regular time of six (6) hours and thirty-five (35) minutes.

### SPECIAL EDUCATION ADVISORY COMMITTEE

The parties agree to create a committee made up of regular classroom teachers, auxiliary service personnel and special education classroom teachers to review and recommend policies and procedures relative to the mainstreaming of special education students into auxiliary service programs and the maintenance of preparation time for special education classroom teachers.



**BUILDING ASSISTANTS**





## BUILDING ASSISTANTS

### I. SALARY ITEMS

#### BUILDING ASSISTANTS SALARY 1996-98

S T E P	96-97	97-98
==	=====	=====
1	21,868	22,360
2	22,708	23,219
3	23,827	24,363
4	25,227	25,795
5	26,773	27,576

### FRINGE BENEFITS Medical Insurance

The Board will pay up to and including the full family subscribers rate for medical surgical, major medical, and hospitalization insurance which shall be comparable to or an improvement over that of Blue-Cross/Blue Shield MVF coverage.

Hospital-Medical Insurance provided shall include a rider for prescription drugs which will require a three (3.00) three dollar maximum co-payment by the insured employee. Effective January 1, 1979, the following riders shall be added: 1. fae/vst at the established reasonable and customary fee; 2. Reciprocity; 3. Effective September 1, 1981 Master Medical IV (90/10).

All building assistants hiring in after January 4, 1994 will only have the HMO or The Comprehensive Master Medical (CMM) plan with a \$200 deductible and 80% co - pay up to \$5,000, plans available for the duration of their probationary periods. Upon earning tenure the teacher may request to change the coverage to Blue Cross/Blue Shield MVF at the next "window" period.

I. SALARY ITEMS (CONTINUED)

The Medical Insurance coverage year will be July 1, through June 30 of each school year. Insurance coverage for employees who leave the district for any reason will end on the last date worked. EXCEPTIONS: Employees who retire from the district at the end of the school year under the terms and provisions of the Michigan Public School Employees Retirement System will be reimbursed the retirees share of the July and August MPSERS premium.

Medical Insurance coverage will continue through July and August for employees laid off effective at the end of a school year.

Cafeteria Benefits

The following Cafeteria Plan will be offered as described below provided that it does not violate any laws and/or not change the tax status of the Benefit Plan of the Roseville Community Schools. If the program is judged in non-compliance with law or IRS Regulations the Union and the Board will meet to explore alternatives.

In 1994, the plan year will be April 1 through September 30. Subsequent plan years will be effective October 1 through September 30.

Should either party wish to change the Cafeteria Plan Year from October - September the parties shall meet to agree on the changes.

Members who do not enroll in medical coverage programs, and show documentation that they have coverage from a different source will be eligible for an annual stipend in the amount of \$1,000. In the case where a married member's spouse is also eligible for medical coverage with the Roseville Schools only one of the married couple will be eligible for the \$1,000 annual stipend. The other spouse will not be eligible for any stipend or added benefit listed below.

Members who are enrolled in medical coverage as two person family will be eligible for an annual stipend in the amount of \$250 plus an enhanced benefit. Members enrolled in single person medical coverage will be eligible for an annual stipend of \$500 plus an enhanced benefit. The enhanced benefits will be announced on September 1 for the next Cafeteria Plan Year effective October 1 through September 30.

I. SALARY ITEMS (CONTINUED)

All members will be eligible to participate in Salary Reduction Reimbursement Accounts for Child Care and Medical Expenses.

Workers' Compensation - On-the-Job-Injury

- A. Each employee will be covered by the applicable Workers' Compensation Laws.
- B. The employer further agrees to make up the difference between the employee's regular net pay and that which has been paid by the Workers' Compensation Insurance for injury sustained on the job and under the provisions of the Workers' Compensation Law.
- C. An employee who suffers injuries compensable under the Michigan Workers' Compensation Act shall be paid the difference between his regular net pay and payment received under provisions of the Act for a second year; and his days off of work shall not be deducted from accumulated sick leave during the two years.
- D. An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

Life Insurance

Life Insurance is increased to \$30,000.

Dental Insurance

Dental insurance plan paid for by the Board and providing the following benefits:

100% coverage for examination, cleaning and emergency palliative care, except radiographs.

50%/50% co-payment on x-rays.

85%/15% insurance/employee co-payment on all other Class I procedures.

60%/40% insurance/employee co-payment for all Class II procedures.

I. SALARY ITEMS (CONTINUED)

The total maximum per person per year on Class I and Class II procedures shall not exceed \$1,000.

50%/50% insurance/employee co-payment on all Class III benefits with an \$1,000 per person lifetime maximum.

Optical Insurance

Building Assistants shall be eligible for a District paid optical plan equal to Co-op optical plan, providing benefits up to and including full family coverage.

SICK LEAVE

Effective 1995/96 building assistants will have 14 sick days per year, 4 of which may be used as personal days.

SALARY AND STEP INCREMENT

If the Building Assistant is a LAID OFF teacher:

1. The Building Assistant time will count toward longevity when they are eligible as teachers.
2. The Building Assistant time will count toward step increment when recalled to a teaching position.

LONGEVITY

3. \$100 at Step 6  
\$200 at Step 11  
\$300 at Step 15

II. NON SALARY ITEMS

WORK DAY

Hours 8:30 a.m. - 4:00 p.m.

It is recognized that where ever adjustment in the schedule are necessary, such may be made, however, the work day shall be standard in terms of hours, minutes and duty time.

WORK YEAR

One week prior to and one week after the regular school calendar.

### III. DUTIES AND RESPONSIBILITIES:

May be responsible for students instruction:

Small group and individual instruction  
Small group or individual remediation  
Substituting as needed.

May be responsible for organization and assist in building testing program.

May be responsible to assist and coordinate extra-curricular activities conducted during the school day.

May be responsible for supervision of students as directed including bus duty and lunchroom supervision.

May represent the building principal at meetings and conferences as instructed.

May assist with student disciplinary procedures as directed.

May perform such teacher/principal duties as may be directed.

### IV. MISCELLANEOUS

Would like this removed or cleaned up and placed.

#### SMOKING POLICY

Will abide by District policy. Any disciplinary action involving smoking shall be based upon "just cause."

The following provisions of the 1993/96 contract between the Roseville Federation of Teachers and the Roseville Community Schools shall be applicable to the position of Building Assistant.

#### PERSONNEL FILE

- A. Teachers shall be given written notice of any materials placed in their central personnel files at the time the material is placed in the file, or at the time it is discovered that no notification was provided for material found in the file. Teachers shall have the right to inspect, comment upon and duplicate any materials in their central personnel or building personnel file.

#### PERSONNEL FILE (CONTINUED)

- B. A copy of administrative or parental compliments or complaints shall be given to a teacher whenever such material is placed in the teacher's central personnel file. If there is a written follow-up to such material, the teacher shall receive a copy.
- C. A teacher shall have the right to submit a written response to any material filed. Such response shall be included in the teacher's individual file and attached to the copy of the material.
- D. The central personnel file shall constitute the official employment record of the teacher. It is recognized that only material which a teacher has received a copy of and which has been placed in the teacher's central personnel file may be used as a basis for official action against a teacher.
- E. Upon written notification to the personnel office, teachers shall have the right to remove from their personnel files unfavorable anecdotal reports three or more years old and all non-district materials.

#### STAFF-PRINCIPAL CONFLICTS

- A. In a situation where teachers within a building have experienced difficulty in dealing with the principal, the Union may request an informal meeting with the Superintendent or his designee and all involved parties to try to resolve the problem.
- B. When a complaint is resolved at this level, there shall be a statement of corrective measures and action written by the Superintendent.
- C. If a complaint is not resolved at this level, the next step shall be a meeting with the Board and all involved parties.

#### DIRECTIVE TO TEACHERS

Teachers will be held responsible only when oral or written communications come directly from their administrators.

#### OPEN HOUSE RESPONSIBILITY

The annual "open house" in schools shall not be construed as extracurricular. Teachers will be present except when excused by the principal.

The "open house" is defined as an evening activity. This evening activity may be some educational event other than an open house with prior mutual consent of principal and staff.

#### FAIR EMPLOYMENT PRACTICE

The Board agrees to employ a policy of non-discrimination against any teacher, or the hiring of any teachers, on the basis of race, creed, color, age, national origin, handicap, sex, marital status or membership or participation in, or association with the activities of any teacher organization.

#### PAYROLL DEDUCTIONS

- A. The Board shall deduct from the pay of each teacher from whom it receives written authorization to do so, the required amount of fees, dues and assessments for the RFT. Dues and fees shall be deducted in ten (10) monthly installments.
- B. Authorization for dues deductions for the RFT members shall be continuous unless the member requests a change in writing thirty (30) days prior to the intended termination of deduction. The Business Office will notify the Union office within thirty (30) days of such authorization of change.
- C. All standard payroll deductions shall be allowed as long as thirty (30) days notice of starting, stopping or changing such deductions is given.

#### ADMINISTRATIVE AND EXTRA CONTRACTUAL OPENINGS

- A. All administrative openings shall be posted in each building during the school year. A teacher interested in administrative positions shall submit his name and summer address to Central Administration prior to the end of the school year and shall be notified by mail if an opening occurs during the summer.



#### ADMINISTRATIVE AND EXTRA CONTRACTUAL OPENINGS (CONTINUED)

- B. All teachers shall be equally eligible for and shall be given priority of employment in any extra-instructional or extra-curricular assignment, excluding coaching, within the district. The Board shall post in each building the position and qualifications for such assignment. A teacher interested in any vacancy shall submit his name and qualifications in writing to the Deputy Superintendent within five (5) days of the posting.

If the qualifications are met by the teacher employed by the Board for said positions, other applicants may not grieve their non-acceptance. Appointments to such positions will not be considered continuing appointments.

- C. Effective September 1, 1982, all teachers currently employed or on the layoff list shall be equally eligible for and shall be given priority of employment in any coaching position within the district. Posting and application requirements in paragraph B shall apply. The Board shall be required to show cause through documentation and/or evaluation whenever a teacher or laid-off teacher is denied a coaching position in favor of an applicant outside of the unit. The reasons presented in a showing of cause are grievable. If the qualifications are met by the teacher or the laid off teacher employed by the Board for said position, other applicants may not grieve their non-acceptance. Appointments to such positions will not be considered continuing appointments.

#### ASSAULT UPON A TEACHER

Principals shall report to the superintendent all cases of assault against a teacher during school hours or at school-related activities in which injuries have been suffered or in which there appears to have been intent to do harm. Such assaults against teachers shall be reported to the principal who shall ascertain the facts and then shall promptly report them to the Superintendent. In any such reported assault case the principal shall inform the teacher that he/she may request the advice of the school attorney through the Superintendent or the Board of Education.

#### TUITION REIMBURSEMENT

- A. If a college course is taken at the request of the Board, the Board will pay for the tuition of such course.

TUITION REIMBURSEMENT (CONTINUED)

- B. When a college course is taken to meet state mandated eligibility guidelines for continued certification in a subject area, the Board will pay for the tuition of such course. A joint committee of the Board and Union shall be established to review which programs shall be included in this category.

Building Assistants shall have access to the regular grievance procedure to the level of a hearing before the Board of Education.



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