

8/30/70

Roseville Fed.

1969-70

1969-70

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

THE

SCHOOL DISTRICT OF THE CITY OF ROSEVILLE

AND THE

ROSEVILLE FEDERATION OF TEACHERS

Roseville Board of Education

MEA
1216 Hendale
E. Lansing, MI
48823

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AGREEMENT

BETWEEN THE ROSEVILLE BOARD OF EDUCATION
AND THE ROSEVILLE FEDERATION OF TEACHERS

This agreement is made this _____ day of _____,
1969, by and between the Board of Education of the School District of the City of
Roseville, Macomb County, Michigan (hereinafter called the "Board") and Roseville
Federation of Teachers, Local 1071, American Federation of Teachers, AFL-CIO
(hereinafter called the "Union").

ARTICLE I: UNION RIGHTS

Sec. 1) Union Recognition

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for all certified teaching personnel under contract excluding Central Administrators, Principals, Assistant Principals, Lunch Program Director, Director of Title One, other administrative positions established by the Board of Education, and Student Teacher Trainees.

Sec. 2) Fair Representation

- A. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent equally all teachers without regard to membership or participation in, or association with the activities of any teacher organization.

Sec. 3) Leave of Absence for Union Office

- A. Teachers elected to a state or national office of the Union shall be granted a leave of absence for the duration of his term including any extension thereof.

Sec. 4) Committee Representation

- A. The Union shall be assured representation on all committees dealing with curriculum, educational programs, or matters affecting the working conditions of teachers.
- B. Committees arising from negotiations with other employee classifications are independent of the Union even though teachers may serve on them.

Sec. 5) Union Representation at Public and Legislative Meetings

- A. The Board agrees to allow no more than two representatives of the R. F. T. to attend legislative meetings and public hearings related to education without loss of pay or days in their sick bank. The R. F. T. will reimburse the district the cost of substitute teacher.

Sec. 6) Union Use of Office Machines

- A. Union building representatives and Union officers shall have use of typewriters and duplicating machines according to building procedures.

ARTICLE UNION RIGHTS CONTINUED

Sec. 6) Union Use of Office Machines Continued

- B. Paper, ditto masters and similar materials used shall be replaced by the Union to the Board of Education.
- C. Use of equipment and materials shall be limited to local Union business.

Sec. 7) Agency Shop/ Maintenance of Membership

- A. As a condition of continued employment each member of the bargaining unit, who was a member of the Roseville Federation of Teachers on the effective date of this agreement, or who thereafter joins the Roseville Federation of Teachers, shall maintain such membership during the term of the agreement and any subsequent agreement between the parties hereto and shall tender to the Roseville Federation of Teachers the periodic and uniformly required Union dues.
- B. As a condition of continued employment each member of the bargaining unit, first employed by the School District in the School Year 1969-1970, shall join the Union and perform in accordance with Section A hereof, or beginning with (1) September, 1969, or (2) the first complete month following a date thirty (30) calendar days after employment in the bargaining unit, whichever is later, and monthly thereafter, during the life of this agreement, shall tender to the Roseville Federation of Teachers a service charge in an amount equivalent to the periodic and uniformly required Union dues.
- C. If the Agency Shop provision is ruled legal for the public sector by a Michigan court of competent jurisdiction, then upon said decision becoming final, each member of the bargaining unit shall, as a condition of continued employment, pay a service fee, or equivalent dues, to the Roseville Federation of Teachers, #1071.
- D. Each member of the bargaining unit shall within thirty (30) days of notification of the effective date hereof given by the Board, execute written authorization for payroll deduction, or in the alternative, pay directly to the Roseville Federation of Teachers. Said service fee or dues shall be equivalent to the periodic and uniformly required Union dues.
- E. Termination of employment for failure to comply herewith shall be effective at the end of the current school year.

ARTICLE I: UNION RIGHTS CONTINUED

Sec. 8) President's Release Time Continued

- A. The Roseville Federation of Teachers' President shall have two (2) hours daily of release time in secondary, or one-half (1/2) day daily in the elementary in the after noon, whichever applies.
- B. In the event Agency Shop becomes effective, then the Union shall pay one-half of the release time for the balance of the contract term.

Sec. 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 Business Manager and the Principal involved two days before in order to provide for a substitute. Elementary teachers will be released only in half day blocks.

Sec. 10) Liability Insurance Coverage

- A. Members of the bargaining unit shall within thirty (30) days of school opening, submit evidence of liability insurance in the amount of not less than \$100,000.

Sec. 11) Union-Administrative Meetings

- A. The Union President or his designee may request of the Roseville Principals' Association a meeting with the principals to discuss implementation of the contract. Such meetings may occur at the regularly scheduled principals' meetings.

Sec. 12) Building and Union Representatives

- A. The duty of the Union building representative shall be considered in every school an extra-curricular activity without extra compensation
- B. 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

Sec. 12: Building and Union Representatives Continued

- C. 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 during the last five minutes of such meetings.

ARTICLE II: DEFINITIONS

Sec. 1) School

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

Sec. 2) Principal

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

Sec. 3) Teacher

- A. Whenever the term "teacher" is used it is to include any member or members of the bargaining unit.

Sec. 4) Singular-Plural

- A. Whenever the singular is used it is to include the plural.

Sec. 5) Masculine-Feminine

- A. Whenever the masculine is used it is to include the feminine.

Sec. 6) Union Building Representative

- A. Whenever the term "Union Building Representative" is used it is to mean the elected representative of the Union in the school or his alternate teacher designee.

Sec. 7) Agent

- A. 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 teachers meetings. No officer, executive board member, delegate, representative, member, or agent of any organization, other than the Union shall represent any teacher, provided that any teacher may represent himself if he so chooses.

Sec. 8) Seniority

- A. At the secondary level seniority shall be based upon the length of service teaching in certified areas in the building. At the elementary level seniority shall be based upon the length of service within a building.

ARTICLE II: DEFINITIONS CONTINUED

Sec. 9) Extended Assignment

- 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 to two (2) weeks of service.)

Sec. 10) School Organization

- A. K--6 grades Elementary School
7--9 grades Junior High School
10--12 grades Senior High School

Sec. 11) Past Practices

- A. 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.

ARTICLE III: TEACHER'S PROFESSIONAL RIGHTS

Sec. 1) Organization Membership

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

Sec. 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, provided that any teacher may represent himself if he so chooses.

Sec. 3) Teachers Attending Classes

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

Sec. 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. However, this does not exclude the right and obligation of the principal to question, consult, and direct whenever necessary.

Sec. 5) Elementary Supplies

- A. Teachers may requisition books and supplies from the basic lists of all levels to enable teaching at the level of the child.
- B. A standard list of resource materials for each grade level shall be established. Each classroom shall be provided with the items listed for its level.
- C. All instructional materials and equipment shall be readily accessible to all elementary teachers according to practices mutually established by the staff and principal.

Sec. 6) Requisitions -- Instructional Material

- A. Teachers should be consulted regarding purchases to be made from general operating funds, as they pertain to their respective areas of instruction. It is understood that this does not include basic materials required by the school.

ARTICLE III: TEACHER'S PROFESSIONAL RIGHTS CONTINUED

Sec. 6) Requisitions -- Instructional Material Continued

- B. 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.
- C. Each elementary school shall have on hand at the beginning of each year an adequate supply of art materials (consumable and non-consumable) as recommended by the art department in a basic materials listing and approved by central administration.

Sec. 7) Personnel File

- A. The teacher shall have the right to inspect, comment upon, and duplicate the material in his personnel file. Correspondence of a confidential nature exchanged between this system and outside sources shall be excluded.
- B. A copy of administrative or parental compliments or complaints shall be given to the 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.

Sec. 8) Protective Clothing Requisitions

- A. Protective clothing will be made available upon the request of those teaching in a laboratory situation including elementary and secondary school art, home economics, shop, and elementary and secondary physical education. Such protective clothing shall be supplied from the student allocation fund and shall be treated the same as any other supplies.

Sec. 9) Auxiliary Service Personnel Requisitions

- A. All auxiliary service personnel shall be allowed participation in the distribution of building allocation funds.

Sec. 10) Retirement Policy

- A. An employee who reaches the age of 65 on or before June 30 of the then current school year shall be retired on June 30 of that year.

Sec. 11) Experimental Programs

- A. Any building upon the approval of 75% of the staff involved, the

ARTICLE III: TEACHER'S PROFESSIONAL RIGHTS CONTINUED

Sec. 11) Experimental Programs Continued

A. Continued

building principal, and the superintendent may conduct experimental programs in organization and educational methods. In planning such programs standards of working conditions prescribed by the master contract should be considered.

Sec. 12) Representation for Probationary Teachers

- A. A probationary teacher shall be advised of his entitlement to representation either by the Union or by himself whenever the superintendent indicates in writing his intent not to recommend renewal of contract.

Sec. 13) Teacher-Principal Conference

- A. During any conference between a teacher and principal or teacher and administrator, the teacher may request that the conference be terminated and be reconvened with a Union representative in attendance.

Sec. 14) Informal Meeting

- A. In a situation where teachers within a building have experienced difficulty in dealing with the principal the Union may request an informal meeting of the principal, the superintendent, and the involved parties.
- 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.

Sec. 15) Reclassification of Elementary 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.

ARTICLE IV: TEACHERS' PROFESSIONAL DUTIES

Sec. 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 special teacher while the class is under his supervision. The regular classroom teacher shall use this time for preparation.

Sec. 2) Student Evaluation

- A. Evaluation shall be primarily the responsibility of the teacher.
- B. It shall be the duty of the building principal after conferring with the teacher, parents, and special personnel to render a decision regarding the retention, placement, or promotion of a student. In the event of a difference of opinion between the building principal and a teacher regarding the placement of a student, the teacher shall have the right to appeal the decision to the Superintendent of Schools who shall render a final decision.

Sec. 3) Posting of Political Materials

- A. No printed political materials such as campaign cards, posters, handbills, and clippings of this nature relating to national, state, county, city, and school elections shall be circulated or posted in such manner as would constitute political activity, providing that this provision is not deemed to bar student citizenship education or the appropriate use of such materials which may be essential to the teaching about issues, party platforms, and candidates, in the classrooms or assemblies.

Sec. 4) Counselors' Duties

- A. A counselor is not expected to be involved with routine attendance records or in the disciplining of students under his counseling supervision, but a counselor is expected to initiate proper counseling services for students with excessive attendance or tardy records.
- B. Clerical personnel will be provided for the counselors. Counselors shall not be required to manage report cards or master grade sheets.
- C. Policies and criteria for counselors and duties of counselors as established by ADGA, ASCA, NCE shall be followed.

ARTICLE IV: TEACHERS' PROFESSIONAL DUTIES CONTINUED

Sec. 4) Counselors' Duties Continued

- D. Counselors are not required to maintain a daily log of their work. A log for each interview will be maintained.
- E. The counselors in conjunction with the administration shall complete and publish a "Counselor's Handbook" which is to be the general guide for all counselors.

Sec. 5) Sign-in Procedure

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

Sec. 6) Directives to Teachers

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

Sec. 7) Open House Responsibility

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

Sec. 8) 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
 - 1. no class may be eliminated from the secondary daily or for an extended time in the elementary school without permission from the principal.

Sec. 9) Clerical and Bookkeeping Responsibilities

- A. Teachers shall be responsible for determining and recording pupils grades in class record books, on report cards and C. A. 60 or

ARTICLE IV: TEACHERS' PROFESSIONAL DUTIES CONTINUED

Sec. 9) Clerical and Bookkeeping Responsibilities Continued

A. Continued

C. A. 39 forms. Teachers shall also be responsible for maintaining anecdotal records for pupils in their classes or grades when necessary. Teachers' record books become a part of the pupils permanent record at the end of each semester or year, whichever applies.

B. The Union and the Board of Education recognizes the desirability of the reduction of nonteaching chores assigned to teachers. Therefore, routine clerical duties, bookkeeping tasks and maintenance of permanent records shall not be the responsibility of the teacher.

Sec. 10) P. T. A. Attendance

A. Attendance at P. T. A. and P. T. C. activities shall be voluntary.

Sec. 11) Supervision and Extra-Curricular Activities

A. Supervision and extra-curricular activities shall not be considered a part of the teacher's contract responsibilities.

Sec. 12) Lesson Plans

A. 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.

Sec. 13) 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 principal's office telephone requires:

1. payment of charges for toll and long distance calls, if used for personal reasons.
2. permission of the principal
3. long distance calls be placed and recorded.

ARTICLE IV: TEACHERS' PROFESSIONAL DUTIES CONTINUED

Sec. 14) Non-graded Primary Programs

- A. Teachers wishing to institute a non-graded primary program within a building may develop a plan which fits within the framework of the curriculum and available school facilities and present it to the Director of Instruction who must approve the program before it may be implemented. Within fifteen (15) school days the Director of Instruction shall inform the concerned parties of his approval or disapproval. If he disapproves, he shall state his reasons in writing. A revised plan may then be presented.

ARTICLE V: OBLIGATIONS OF BOARD OF EDUCATION

Sec. 1) Fair Employment Practice

- A. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, age, national origin, sex, marital status, or membership or participation in, or association with the activities of any teacher organization.

Sec. 2) Chief Executive of Building

- A. The building principal is recognized as the chief executive 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.

Sec. 3) Changes in Policy

- A. 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 present conditions and/or policies without prior negotiation and agreement with the Union. In the absence of material not covered in the contract, the present policy and practice shall be considered a part of the contract.

Sec. 4) Availability of Board Records

- A. 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.

Sec. 5) Payroll Deductions

- A. The Board shall deduct from the pay of each teacher from whom it receives authorization to do so the required amount of fees, dues, and assessments for teachers' professional organizations.
- B. Roseville Federation of Teachers dues deduction shall be deducted in ten monthly payments.
- C. Authorization for dues deductions for Roseville Federation of Teachers members shall be continuous unless the member requests a change in writing thirty (30) days previous to termination of deduction.

ARTICLE V: OBLIGATIONS OF BOARD OF EDUCATION CONTINUED

Sec. 5) Payroll Deductions continued

- C. The business office will notify the Union office within thirty (30) days of such authorized of change.
- D. All standard payroll deductions shall be allowed as long as thirty (30) days notice is given.

Sec. 6) Board/Union Bulletin Board Provision

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

Sec. 7) Board/Union Mailbox Agreement

- A. 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.

Sec. 8) Board/Union Agreement of Meeting Facilities

- A. The Board shall make school facilities available for Union meetings in all schools.

Sec. 9) Implementation of Agreement

- A. 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.

Sec. 10) Parental Complaints

- A. Parental complaints received by central administration shall be referred to the building principal who shall advise the parent that the teacher is available for consultation. On failure to resolve the complaints by such direct approach, the principal shall attempt to resolve the matter. When a principal or central administration has resolved a parental complaints without teacher participation, the teacher shall be informed of the disposition of the complaint.

Sec. 11) Posting of Conference Attendance

- A. Conferences, leave attendance and expenses shall be published and posted in each building monthly.

ARTICLE V: OBLIGATIONS OF BOARD OF EDUCATION CONTINUED

Sec. 12) Posting of Information

- A. Conferences, available scholarships, and materials and information which might allow teacher participation shall be posted.

Sec. 13) Provision for Clerical and Bookkeeping Personnel

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

Sec. 14) Elementary Standardized Tests

- A. All Elementary Standardized tests shall be machine scored.

Sec. 15) Availability of Board Policy

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

Sec. 16) 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.

Sec. 17) Classes for Emotionally Disturbed and Other

- A. The Board of Education will sponsor classes for the emotionally disturbed, 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, psychologists and diagnosticians.

Sec. 18) Conference Leave

- A. Conference leave monies for teachers shall be provided from an account budgeted specifically for that purpose.

ARTICLE V: OBLIGATION OF BOARD OF EDUCATION CONTINUED

Sec. 18) Conference Leave Continued

- B. A committee shall be established to review conference leave policies and recommend an equitable system of conference leave assignments.
- C. Counselor college follow-up visits shall not be construed as conference leave.

Sec. 19) Dictionaries

- A. Every classroom shall be furnished with a Websters Collegiate dictionary or its equivalent.

Sec. 20) Administrative 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.

Sec. 21) School Visitors

- A. The Board shall place signs in each building requiring all visitors to sign in at the principal's office.

Sec. 22) Assault Upon a Teacher

- A. 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 to the superintendent. In any such reported assault case the teacher may request the advise of the school attorney through the superintendent or the Board of Education.

Sec. 23) Probationary Teachers

- A. Within sixty (60) days from 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.

ARTICLE V: OBLIGATIONS OF BOARD OF EDUCATION CONTINUED

Sec. 24) Curriculum Council

- A. A Curriculum Council for elementary schools made up of teachers and administrators will be established to study, evaluate and make recommendations to the superintendent of schools concerning curriculum study and revision, which may include the consideration of any instructional matter and/or organizational pattern changes related to the educational processes on a system-wide or individual building basis. The purpose of the council shall be to promote continuity in the development and appraisal of the instructional program.
- B. Teacher participation shall be voluntary according to past practice. The director of instruction may request release time or additional compensation when he deems necessary.

Sec. 25) Report Periods

- A. A committee made up of teachers and administrators shall be established to develop a written report form to complement the parent-teacher conferences. Such written reports shall be considered the grade reports for the first and third marking periods.
- B. The form shall be implemented upon the approval of the Board of Education.

Sec. 26) Counseling Ratio

- A. The Board shall make every effort to establish a counseling ratio in secondary education of 375:1 on a system - wide basis.

Sec. 27) 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.

Sec. 28) Referrals

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

Sec. 29) Special Education

- A. Psychological reports of Special Education students admitted to the program shall be readily available to the teacher.

ARTICLE V: OBLIGATION OF BOARD OF EDUCATION CONTINUED

Sec. 29) Special Education Continued

- B. Transfer students shall be admitted upon the direction and authorization of the Director of Special Education.

ARTICLE VI: GRIEVANCE PROCEDURE

Sec. 1) Definition

- A. A grievance is a complaint by an employee in the bargaining unit or by the Union in its own name that an individual building policy or practice is considered improper or unfair; that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy. A grievance may arise from a violation of the Agreement provisions or the alleged violation of present policy or practices. A grievance resolved in a given step shall be considered concluded at that step.

Sec. 2) Procedure for Adjustment of a Grievance: Informal Step

- A. 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.

Sec. 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 provisions 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) school 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

ARTICLE VI: GRIEVANCE PROCEDURE CONTINUED

Sec. 3) Formal Procedure for Adjustment of Grievance Continued

Step 2

- A. Continued
superintendent. The appeal shall be made in writing and shall be accompanied by a copy of the decision at Step 1.
- B. Within 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 One 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.
- 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.
- 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.

Sec. 4) Appearance and Representation

- A. Hearings 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.

ARTICLE VI: GRIEVANCE PROCEDURE CONTINUED

Sec. 5) Initiating Grievance at Step 2

- A. 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.

Sec. 6) Arbitration

- A. Within thirty (30) school days after receipt of the decision of the Board, the Union, upon notice to the Board, may submit the grievance to Binding 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 shall be shared equally by the Board and Union.

Sec. 7) No Impairment of Agreement

- A. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

Sec. 8) Time Limits

- A. 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.

Sec. 9) Appeal

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

ARTICLE VI: GRIEVANCE PROCEDURE CONTINUED

Sec. 10) Filing of Grievance

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

Sec. 11) Teacher's Legal Rights

- A. Nothing contained herein shall deny to any teacher his 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 VII: ASSIGNMENT AND TRANSFER

Sec. 1) Seniority

- A. Teacher assignment shall be based upon the seniority policy as defined herein.
 - 1. at the secondary level seniority shall be based upon the length of service teaching in certified areas in the building.
 - 2. at the elementary level seniority shall be based upon the length of service within a building.
 - 3. District seniority shall be the determining factor whenever a reduction in staff occurs; the person with the least seniority to be the first eliminated from the staff.
- B. Where length of service in a school is equal, system-wide seniority shall be the determining factor if an equitable decision cannot be mutually agreed upon in the buildings involved. Where length of service is equal, the determining factors may include the subject area taught, academic advancement of past years, personal recommendations (administrative or faculty) or any pertinent data relevant to said situation.
- C. A contract teacher who interrupts his teaching career for military service shall continue to accumulate seniority during his absence provided he returns to the Roseville Public School System within a year of terminating military duty.
- D. 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.

Sec. 2) Transfers from Building to Building

- A. All vacancies and new positions shall be posted as they arise.
- B. New teachers shall not be hired to fill vacancies until teachers under contract have had opportunities, as provided under Sec. K of this article.
- C. Requests for transfer shall be made in writing by the teacher on or before March 15 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

ARTICLE VII: ASSIGNMENT AND TRANSFER CONTINUED

Sec. 2) Transfers from Building to Building Continued

C. Continued

requests filed by the teacher represent his consent to transfer and may be acted upon without further consultation with the teacher. A teacher may withdraw his request at any time before it is acted upon.

D. If an administrator denies transfer to a teacher who is qualified for the vacancy, he shall be required to show cause. His decision may be appealed under grievance procedure.

E. 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 days after the effective date of the transfer if she 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. If the teacher is in a school to which he has involuntarily transferred, length of service shall be the sum of his length of service in the school from which he was involuntarily transferred.

F. Transfers made because of decreased pupil enrollment shall be based on seniority. The teacher with the least school seniority within the classification being reduced shall be the first transferred, and so on, provided that substitutes filling a vacancy in the same classification have first been removed.

G. Teachers transferred because of decreased pupil enrollment shall have the right to return to their original school 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 a new school, the staff of the school being reduced shall have the first priority in transferring to the new school.

I. Not more than 25% of the teachers may transfer from any one building in a given year except under unusual circumstances such as the division of a school, or decreased enrollment.

ARTICLE VII: ASSIGNMENT AND TRANSFER CONTINUED

Sec. 2) Transfers from Building to Building Continued

- J. The superintendent of schools shall state in writing the disposition of each properly submitted transfer request on or before May 15.
- K. 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.
- L. Requests for transfers shall be kept on file in the superintendent's office for one year from the date of receipt.

Sec. 3) Transfer Within a Building

- A. Teacher may express in writing to their principals their preference of:
 - 1. grade level
 - 2. subject
 - 3. department assignment
 - 4. extra-curricular assignment
 - 5. request for transfer
- B. Requests which were not acted upon must be refiled each September to remain active. A teacher whose request was not acted upon may ask for an explanation.
- C. Request for the following year's teaching assignment shall be made by June 1; before this time is possible.

Sec. 4) Request on File

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

Sec. 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, Sec. 1.

ARTICLE VII: ASSIGNMENT AND TRANSFER CONTINUED

Sec. 5) Requests shall be given consideration on the following priorities: (cont.)

C. Competency of the individual in the judgment of the principal.

D. Priority of request in the case of tied seniority.

Sec. 6) MacArthur School Transfers

A. Sixty (60) days prior to the closing of MacArthur Elementary School, teachers presently assigned there shall have priority of assignment to any projected elementary openings in the District before such openings are filled by any other person. Building seniority shall be the determining factor in the choice and selection of positions.

ARTICLE VIII: SCHOOL CALENDAR

Sec. 1) School Calendar

5 September	8:00--3:00 Organization, Faculty meetings
8 September	Schools in session
26 November	Schools close at end of day for Thanksgiving recess
1 December	Schools in session
22 December	Schools close at end of day for Christmas recess
5 January	Schools in session
30 January	Records Day--Students not in session
26 March	Schools close at end of day for Spring Vacation
6 April	Schools in session
28 May	Schools close at end of day for Memorial Day recess
1 June	Schools in session
11 June	Last day of instruction
12 June	Records Day--Students receive report cards in afternoon.

Sec. 2) Records Days

- A. One half (1/2) of the mid-semester records day shall be used exclusively for the purpose of averaging and recording students' grades. One half (1/2) of the day may be used for in-service workshops, curriculum meetings, parent-teacher conferences, and such like purposes.

Sec. 3) State Requirement

- A. Should the school calendar fail to meet the 180 day requirement for state aid entitlement in full, the Board and the Union shall revise the calendar.

ARTICLE IX: SALARY ITEMS

Sec. 1)	<u>Step</u>	<u>Non-Degree</u>	<u>BA</u>	<u>MA</u>	<u>MA & 30</u>	<u>PH. D.</u>
	0	6,025	7,325	7,750	8,250	8,650
	1	6,225	7,625	8,250	8,750	9,150
	2	6,425	7,925	8,750	9,250	9,650
	3	6,725	8,250	9,250	9,750	10,150
	4	7,025	8,650	9,750	10,250	10,650
	5	7,325	9,050	10,300	10,800	11,200
	6		9,550	10,900	11,400	12,000
	7		10,050	11,600	12,100	12,500
	8		10,800	12,400	12,900	13,300
	9		11,650	13,300	13,800	14,200

Sec. 2) Extra Pay Above Regular Salary Schedule

- A. Special Education teachers - \$300.00 above schedule.
- B. Social Workers - 10% of corresponding B. A. step not to exceed \$1,000.00.
- C. Diagnosticians - \$1,000.00 above schedule.
- D. Driver Ed. Director - \$1,000 above schedule.

Sec. 3) Adjustments 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. Contracts are not adjusted for professional growth credit at any other time in that school year.
- C. Co-op Coordinators shall be contracted at 43 weeks.
- D. Social Workers and Diagnosticians will be contracted for 40 weeks.

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 4) 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.

Sec. 5) 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.
- B. The Board will provide \$7,000.00 life insurance, including Accidental Death and Dismemberment for contracted teachers.
- 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 Business Office or payroll office either by direct contact or memo.
- D. Teachers may request these forms from the payroll department, business manager, 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.
- F. Teachers on leave of absence for reasons other than illness 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.

Sec. 6) Workmen's Compensation - On the Job Injury

- A. Each employee will be covered by the applicable Workmen's Compensation Laws.

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 6) Workmen's Compensation - On the Job Injury - Continued

- B. The employer further agrees to make up the difference between the employee's regular earnings, and that which has been paid by the Workmen's Compensation Insurance for injury sustained on the job and under the provisions of the Workmen's Compensation Laws.

INJURY ON THE JOB:

- C. An employee who suffers injuries compensable under the Michigan Workmen's Compensation Act shall be paid the difference between his regular wages 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.
- E. Payments made by Workmen's Compensation to the employee shall be endorsed over to the school District and forwarded to the Business Manager.

Sec. 7) Equivalency Ratings

- A. When working in a classification which requires outside job experience for certification in vocational education such as under the Smith-Hughes Act, the teacher shall receive experience credit, provided that such work experience was intentionally entered into to obtain certification in vocational education. Such experience, together with other outside creditable teaching or military experience, shall not exceed the total amount allowable under the salary schedule policy.
- 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 comprising 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.

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 8) Coaching and Sponsor Compensation

A. High School

Athletic Director	12%
Head Football Coach	10%
First Assistant	8%
Other Assistants	7%
Head Basketball Coach	10%
Assistant Basketball Coach	7%
Head Baseball Coach	8.5%
Assistant Baseball Coach	6.5%
Head Track Coach	8.5%
Assistant Track Coach	6.5%
Head Wrestling Coach	8.5%
Assistant Wrestling Coach	6.5%
Head Tennis Coach	7%
Head Golf Coach	7%
Head Cross-Country Coach	7%
G. A. A.	5%
Band Director	\$1,000
Vocal Music Director	\$ 800
Cheerleader	\$ 400
Play Director	\$ 300 (for each play)
Forensic	\$ 300
Debate Coach	\$ 300
Yearbook	\$ 300
Newspaper	\$ 300
Future Teachers of America	\$ 100
Future Nurses	\$ 100
Future Secretaries	\$ 100
Latin Club	\$ 100
French Club	\$ 100
Spanish Club	\$ 100
Pep Club	\$ 100
Varsity Club	\$ 100
Key Club - Kiwanis Responsibility	
Student Council Advisors	\$ 150 (1)
Senior Class Advisor	\$ 150 (Chief) (2)
	\$ 100 (Assistants)
Junior Class Advisor	\$ 100 (Each)
Sophomore Class Advisor	\$ 100 (Each)

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 8) Coaching and Sponsor Compensation - Continued

A. High School - Continued

Party and Dance Chaperones	\$ 8.00 (each event)
Systems Department Chairman (Secondary Schools)	\$500
Building Department Chairman (Secondary Schools)	\$150 (3)
Literary Magazine	\$100

- (1) there shall be two (2) advisors for the Student Council.
- (2) the ratio of advisors to students shall be 200-1 for the Senior Class and 300-1 for the Junior and Sophomore classes.
- (3) Social Studies, English, Science and Mathematics.

B. Junior High School

Athletic Director	6%
Football Coach	6%
Assistant	4%
Basketball Coach	6%
Baseball	6%
Track	6%
Assistant	4%
Intramural (Boys or Girls)	6% (After School)
Cheerleaders	\$150
Band Director	\$500
Vocal Music	\$150
Newspaper	\$150
Student Council	\$100
Building Chairmen	\$150 (Science, Social Studies, English, and Mathematics)

C. Elementary Schools

Safety Patrol	\$150
Safety Squad	\$150
Instrumental Music	\$ 8.00 (per after school event, including per practice ses- sion.)

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 8) Coaching and Sponsor Compensation - Continued

C. Elementary Schools - Continued

Vocal Music	\$ 8.00 (per after school event, including per practice session.)
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Co-ordinators (Art, Vocal Music, Physical Education)	\$100
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Sec. 9) General Rules and Guidelines

- A. All assignments to extra-curricular activities must be approved in writing by the affected building principal.
- B. All extra-curricular charges will be provided from the General Fund. Principals will be responsible for approving these charges.
- C. 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.
- D. Compensation for club sponsorship at the Junior High level shall be the same as stipulated for the High School.
- E. 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.

Sec. 10) Extra-Curricular Activities

- A. Supervision and extra-curricular activities shall not be considered a part of the teacher's contract responsibilities without extra compensation.

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 10) Extra-Curricular Activities - Continued

- B. Teachers employed for special events shall receive a stipend of \$8.00 per event when this service is outside of the regular school day, or their club or class responsibility.
- C. Regularly scheduled and recognized interscholastic contests as well as plays, dances, club activities, and educational field trips shall qualify as extra-curricular events. Teachers receiving pay for the sponsorship of a club or class will qualify for the \$8.00 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 from the general fund.

Sec. 11) Teacher - In - Charge

- A. The teacher in charge position shall be rotated yearly among qualified and interested personnel within the building. Preference for placement on the rotation list shall be given to teachers with five (5) years experience in the district and credit hours in administration courses.
- B. The teacher-in-charge shall receive a stipend of two hundred fifty (\$250.00) a year. A teacher-in-charge who assumes the principal's duties shall be paid fifteen dollars (\$15.00) per day for each day after a five day consecutive assignment.
- C. When under per diem payment, the teacher in charge will be required to remain in school until 4:00 p.m.

Sec. 12) 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

Sec. 12) Extra-Instructional Programs - Continued

A. Summer Programs - Continued

2. Staff Selection

- a. a letter of application shall be submitted to the respective director(s) of summer programs between March 1 and May 1. Applicants will be notified of their summer employment status on or before June 1.
- b. 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 April 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 a 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 15 in each building. The list shall designate the name and area of application.
 - 7.) Teachers shall be eligible for only one (1) assignment per summer, unless there are no other qualified applicants.

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 12) Extra-Instructional Programs - Continued

A. Summer Programs - Continued

- 8.) Work experience for the summer of 1969 shall not apply in the creation of the original list.
3. All summer program teachers will receive \$6.25 per hour plus the 4th of July.
4. Fringes Pertaining to Leave of Absence
 - a. no fringe benefits are provided for driver education and summer school teachers.
 - b. Title 1 teachers shall receive a pro-rated number of sick days.

B. Regular School Programs

1. Driver Education and Title 1 teachers employed on a part-time basis shall receive \$7.00 per hour.
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.
3. Part-time Title 1 teachers will be paid for Memorial Day and Thanksgiving according to the hours of the regular schedule.
4. Full-time teachers contracted by the school district and assigned to Title 1 will be governed by the Master Contract.

C. Employment Practices

1. When core teachers are used in the Title 1 Summer Program, they will be selected with the aid and recommendation of the appropriate administrators in the attendance centers.

D. Summer Librarians

1. The Board of Education will employ teachers to staff summer elementary library centers. These centers will be essentially as heretofore established; each to be open one half-day per week.

ARTICLE IX: SALARY ITEMS CONTINUED

Sec. 13) Annuities

- A. All contracted teachers may avail themselves of the tax sheltered annuities programs made available by Investors Diversified Services, Inc. (I. D. S.), Variable Annuities Life Insurance (V. A. L. I. C.), Michigan Education Association (M. E. A.), Metropolitan Life Insurance Corporation, and Mutual Life Insurance Company of New York according to the rules and regulations established by the business office.

Sec. 14) Extension of Instructional Duty

- A. A regular contract teacher hired to work an additional hour daily during the school year shall be pro-rated at one-sixth (1/6) of his basic salary but not less than \$6.00 an hour and to two (2) additional sick days.

Sec. 15) Teachers Substituting During Preparation Period

- A. Elementary and Secondary teachers substituting during an unassigned or preparation period shall be compensated at \$6.00 an hour or pro-rated at this scale. Such substituting shall be voluntary.

Sec. 16) Mileage Compensation

- A. All mileage payments for school related activities shall be at the rate of 10¢ a mile.

Sec. 17) Outside Experience

- A. Up to four (4) years of teaching experience shall be fully credited. A fifth year of teaching experience shall be credited at \$100.
- B. Up to two (2) years of military experience shall be fully credited.
- C. The combined outside teaching and military experience is limited to four years fully credited and one year at \$100.

Sec. 18) Jury Duty

- A. A teacher who serves jury duty shall be paid regular salary without loss of days, and all compensation for such duty shall be endorsed to the District and forwarded to the Business Office.

ARTICLE X: NON-SALARY ITEMS

Sec. 1) The School Day

A. Hours

<u>Elementary</u>		<u>Secondary</u>	
8:30	Teacher's duty begins	8:15	Teacher's Duty begins
8:45	Instruction begins	8:30	Classes start
11:45	Lunch	11:30	Lunch
12:35	Teacher resumes duty	12:00	Classes start
3:15	Children dismissed	2:55	Classes close
3:30	Teacher's day closes	3:15	Teacher's day closes

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

1. the lunch period shall be duty free.

C. Meetings and Conferences

1. teachers shall not be required to remain beyond the day for professional meetings and conferences within the school district.
2. except for the months of September and June, teachers shall be released from instructional duties one and one-quarter (1-1/4) hours a month for the purpose of meeting on building and curriculum matters. These meetings will be held the 2nd Tuesday of the month unless mutually agreed between staff and principal for another time.
3. elementary teachers shall be released from instructional duties at 1:45 P.M. on four (4) days of each school year for the purpose of selective parent-teacher conferences
4. staff meetings will not be held on Records Days.
5. building meetings shall not be held nor attendance at assemblies required during teachers' preparation periods, unassigned periods, or lunch hour, without mutual agreement between the staff and principal

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 1) The School Day Continued

C. Meetings and Conferences Continued

6. schools will close at 1:45 p.m. on the third Tuesday of October and March for the purpose of teacher's local in-service programs. The October programs shall be developed within individual buildings, system-wide programs to be arranged in March by the Director of Instruction and the curriculum committee.

- D. Elementary teachers K-6 including auxiliary service teachers, shall be allowed two (2) fifteen minute relief breaks daily; one in the A.M. and one in the P.M. These breaks shall, for the most part, be taken during the normal recess period. Any building upon the mutual agreement of a majority of the staff and principal, may make other arrangements for the relief break as deemed necessary for the educational program of the building involved.

E. Kindergarten Preparation Time

1. kindergarten teachers shall receive one thirty (30) minute block of time at the close of the A.M. session to be used for preparation.

Sec. 2) Elementary Auxiliary Services

A. Teacher Schedules

1. the fifteen (15) minutes before class in the A.M. and the fifteen (15) minutes after class in the P.M. shall be used by auxiliary service teachers for the organization and preparation of materials and equipment.
2. all auxiliary service teachers shall be provided with a thirty (30) minute block of time each day for planning lessons. The 30 minute block preparation may be taken in smaller blocks by mutual consent of the teacher and principal to provide flexibility in scheduling.
3. art teachers shall be scheduled to meet no more than five (5) class groups per day. Vocal music and physical education teachers shall be scheduled to meet no more than eight (8) class groups per day.
4. each auxiliary personnel shall have five (5) minutes between each class.

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 2) Elementary Auxiliary Services Continued

A. Teacher Schedules Continued

5. teachers shall use any unassigned service time for bulletin boards, make up lessons missed by children because of some interruption, preparation of instructional materials, individual or small group instruction.
6. where there is extra time available in the daily schedule of auxiliary service personnel, such time may be used to lengthen instructional periods of grades 1, 2, and 3 to 30 minutes in vocal music and physical education and to 50 minutes in art.
7. some designated space, if available, shall be set aside exclusively for the storage of materials used by auxiliary personnel.

B. Class Periods

1. grades one through three and Special Education Classes (excluding Type B) shall receive one forty (40) minute period of art instruction per week; grades four through six shall receive one fifty (50) minute period per week.
2. kindergarten through grade three and Special Education classes (excluding Type B) shall receive one twenty-five (25) minute period of vocal music per week; grades four through six shall receive one thirty (30) minute period per week.
3. grade four shall receive one thirty (30) minute period of Tonette instruction per week.
4. kindergarten through grade three shall receive one twenty-five (25) minute period of physical education instruction per week. Grades one through three shall receive one additional twenty-five (25) minute period per week for a ten week block.
5. grades four through six and Special Education classes (including Type B) shall receive one thirty (30) minute period of physical education instruction per week. Grades five and six shall receive one additional thirty (30) minute period per week for a ten week block.

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 3) Report Periods

- A. In the elementary schools teachers shall be released from instructional duty one afternoon at 1:45 p.m. at the close of the first, third, and fourth reporting periods for the purpose of averaging and reporting grades, preparation of report cards, and completion of reporting period activities.

Sec. 4) Class Size

- A. Class size shall be limited to 29 in grades one and two, and to 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 will be made with the teacher, principal, and 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 180 pupils for a five period day.
- 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 Board shall make every effort to meet the class size limitations as stated above. A one student overload at the elementary level and a one student daily overload at the secondary level may be permitted without penalty for the 1969-70 school year only.

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 5) 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.
- 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.
- 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 playgrounds, parking lots, and athletic fields to promote the safety of students and teachers.
- E. Parking spaces shall be either undesignated or assigned by number.

Sec. 6) Teachers' Lounges

- 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.

Sec. 7) 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.
 - 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.

ARTICLE X: NON-SALARY ITEM CONTINUED

Sec. 7) Sick Leave Bank and Leave Days - Continued

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.
2. there shall be a Central Sick Bank Board consisting of one representative each from the bargaining unit, central administration, and Board of Education to act upon applications and to manage the Central Bank.
3. newly contracted teachers will automatically contribute one day to the central sick leave bank. (Section 8--B)
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. upon a member using twenty (20) days from his own bank, he may apply to the Bank Board in writing for days from the Central Bank.
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 applications 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 sixty (60) additional days.
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.

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 7) Sick Leave Bank and Leave Days - Continued

C. Use of Central Sick Leave Bank - Continued

7. the Central Sick Leave Bank regulations may be amended with the concurrence of the Board of Education and Bargaining Unit.
8. maternity will not come under the benefits of the Central Bank.

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 Board of Education (771-9200) at least two days before reporting for duty.

E. Personal Leave

1. three (3) days of the individual sick leave allowance may be used for personal business each year.
2. personal leave days may be used following a holiday when a teacher presents reasonable evidence of his involuntary detention because of cancellation of reservations with a common carrier, official closing of the highway due to weather conditions, or similar circumstances of an extreme character.

F. Funeral Leave

1. each employee shall be allowed up to five (5) days of funeral leave annually. This leave is not cumulative or deductible from a sick bank.
2. a school will be closed in case of the death of a student or employee within that school, provided the funeral is nearby.

G. Maternity Leave

1. request for maternity leave shall be made not less than thirty (30) days prior to expected leave of duty.
2. no teacher may be on duty during a four-month period preceding childbirth.

Sec. 7) Sick Leave Bank and Leave Days - Continued

G. Maternity Leave - Continued

3. no teacher may return to duty earlier than eight (8) weeks after giving birth to the child.

H. Conference Leave

1. teachers shall give at least one week's notice when applying for conference leave. If reimbursable expense accounts will exceed \$25.00, Board of Education approval is necessary. Forms may be obtained in the principal's office and must be approved by him.
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.

I. Speaking Engagements

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

Sec. 8) 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 Roseville Public Schools.
- B. A return to duty is a pre-condition for application. However, his former position may not be available.
- C. Requests for sabbatical leave shall be submitted by April 1 and processed by May 1, or November 1 and processed by December 1.
- D. Sabbatical leave will be authorized by the Board of Education. Leave shall be limited to one per cent (1%) of the total teaching staff.
- E. Seniority will be used as the basis of selection.
- F. The teacher must use sabbatical leave for professional improvement. If enrolled in an institution of higher learning, at least ten (10) semester hours of graduate study shall be carried per semester or an equated number of term hours.
- G. Sabbatical leave teachers shall not assume such additional employment as would affect the purpose of the leave adversely.

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 8) Sabbatical Leave Continued

- H. Teachers on sabbatical leave shall receive half salary compensation based upon their salary for their last regular duty.
- I. Teachers on sabbatical leave shall continue to receive hospitalization and life insurance coverage.

Sec. 9) Return After Absence

- A. After leaving the employment of the Roseville School District a teacher may return within four years and be placed on the salary schedule of the step above the one he was on when he left.
- B. A teacher granted a leave of absence by the Board shall be given a position upon his return provided there is an opening in his area and he has given proper notice. No teacher shall be laid off in order to create a position for a teacher returning from such leave.

Sec. 10) Department Chairman

- A. Department Chairmen will be released for a day each semester to be mutually arranged on days affording the least disruption to a normal program for students.
- B. A Department Chairman shall be chosen from the individuals recommended by the respective departments.
- C. Department Chairmen shall have a minimum of five years experience in the department.
- D. A Department Chairman shall not serve in the position of Building Chairman.

Sec. 11) Director of Driver Education

- A. This director shall have one hour of released time daily from regular duty. By mutual consent with the building principal, extra time may be taken when registration and related unusual situations require. The principal may reclaim such extra time from the director, again by mutual arrangement.
- B. The director may request clerical help when necessary.

ARTICLE X: NON-SALARY ITEMS CONTINUED

Sec. 12) Secondary Preparations

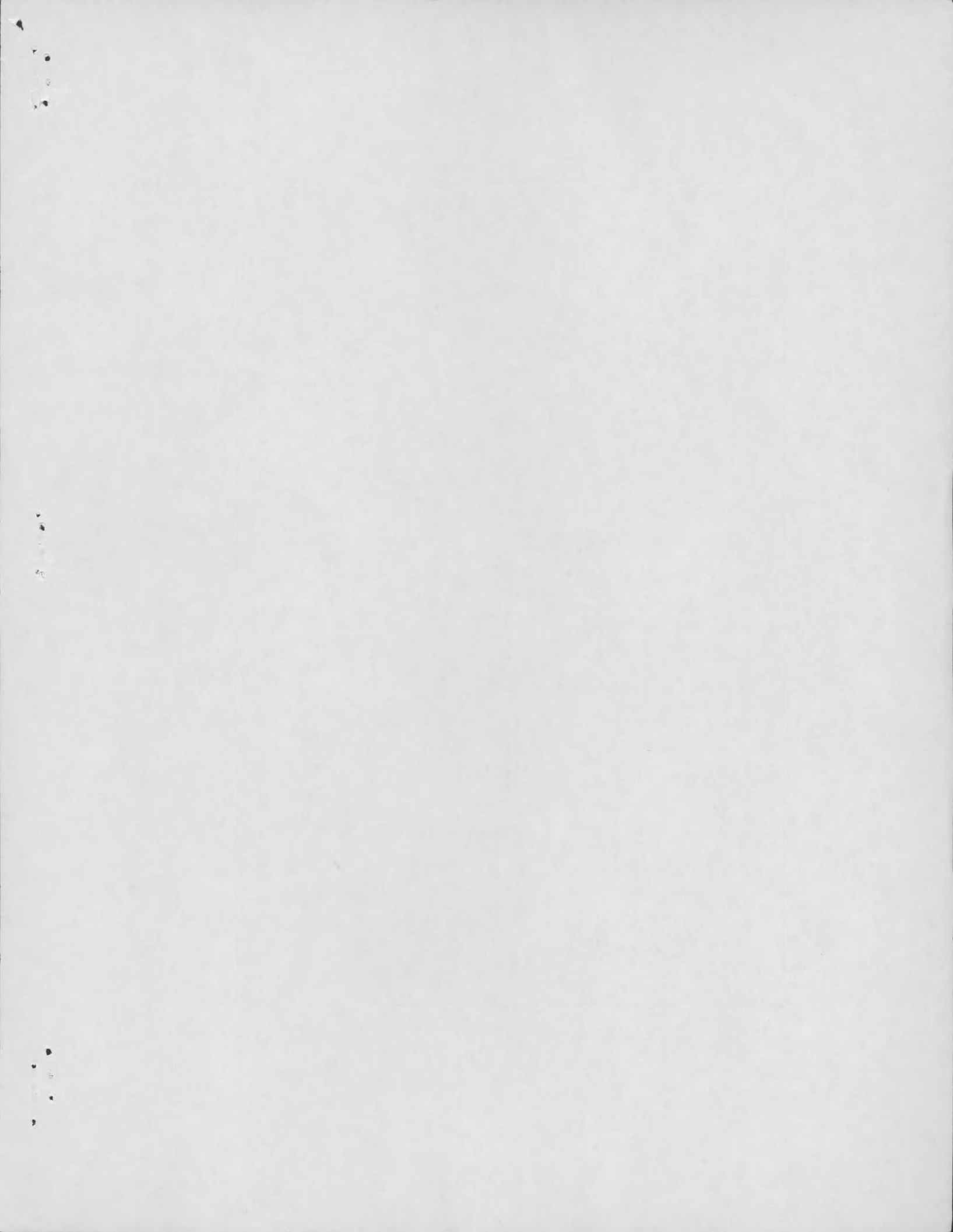
- A. Every effort shall be made to limit secondary preparations to three (3) . In High Schools where multi-track track systems are used, multi-track classes shall be assigned as equitably as possible among the teachers assigned to that grade level. Such classes shall be considered a single preparation.

ARTICLE XI: CONTRACT CONFLICTS

- Sec. 1) 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

- Sec. 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 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:
- A. To the executive management and administrative control of school system and its properties and facilities, and the activities of its employees;
 - B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
 - C. To establish 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;
 - D. 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.
- Sec. 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 judgement 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 State of Michigan and the Constitution and laws of the United States.



ARTICLE XV: DURATION

Sec. 1) This agreement and each of its provisions shall be effective as of September 5, 1969, and shall continue in full force and effect until August 30, 1970.

Sec. 2) This agreement will be executed when it has been:

A. Ratified by the Union voting at a meeting called for that purpose;
and

B. Approved by the Board of Education by a resolution duly adopted.

Sec. 3) In witness whereof the parties have executed this agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CITY OF
ROSEVILLE, MACOMB COUNTY, MICHIGAN

ROSEVILLE FEDERATION OF
TEACHERS, LOCAL AFT. NO.
1071, AFL-CIO

President

Vice President

Secretary

Treasurer

Trustee

Trustee

Trustee
