

MASTER AGREEMENT

BETWEEN

ROCHESTER COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND THE

ROCHESTER EDUCATION ASSOCIATION, MEA/NEA

ROCHESTER, MICHIGAN 48307

February 1, 2022 THROUGH June 30, 2024

TABLE OF CONTENTS

PREAMBLE	2
ARTICLE 1 – RECOGNITION	3
ARTICLE 2 - WAIVER CLAUSE.....	4
ARTICLE 3 - NEGOTIATION PROCEDURES	4
ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES.....	5
ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES	5
ARTICLE 6 - TEACHER RIGHTS	7
ARTICLE 7 - TEACHER RESPONSIBILITIES.....	9
ARTICLE 8 - TEACHING HOURS - SCHEDULES AND ASSIGNMENTS	13
ARTICLE 9 - CLASS SIZE	19
ARTICLE 10 - TEACHING CONDITIONS	22
ARTICLE 11 - PROFESSIONAL QUALIFICATION AND ASSIGNMENTS	25
ARTICLE 12 - SHARED STAFF	26
ARTICLE-13 - SENIORITY	27
ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY.....	27
ARTICLE 15- LEAVES OF ABSENCE WITH PAY.....	29
ARTICLE 16 - SICK LEAVE BANK.....	32
ARTICLE 17- SABBATICAL LEAVE POLICY.....	34
ARTICLE 18- GRIEVANCE PROCEDURE	36
ARTICLE 19 - NO STRIKE	39
ARTICLE 20 - PROFESSIONAL IMPROVEMENT.....	39
ARTICLE 21 - PROFESSIONAL STUDY COMMITTEES	41
ARTICLE 22 - BENEFIT PROTECTION	42
MEDICAL.....	42
PRESCRIPTION DRUGS	47
ARTICLE 23 - PROTECTION OF TEACHERS	51
ARTICLE 24 - BASIC SALARIES	52
ARTICLE 25 - SEVERANCE PAY.....	55
ARTICLE 26 - RESERVE TEACHER.....	55
ARTICLE 27 - MISCELLANEOUS PROVISIONS.....	56
ARTICLE 28 - ENTIRE AGREEMENT CLAUSE	57
ARTICLE 29 - CONTRACT MAINTENANCE COMMITTEE	57
ARTICLE 30 - SPECIAL EDUCATION.....	57
ARTICLE 31 – MENTOR/MENTEE AND NEW TEACHER INDUCTION PROGRAM (NTIP)	59
ARTICLE 32 - SITE BASED DECISION	60
ARTICLE 33 - PROFESSIONAL DEVELOPMENT.....	61
ARTICLE 34 - DURATION OF AGREEMENT	63
APPENDIX A – SALARY SCHEDULE.....	64
APPENDIX B – SUPPLEMENTAL SALARY LANGUAGE AND SCHEDULES.....	67
CATEGORY A – MHSAA ATHLETIC COACHING AND COMPETITIVE CLUBS	67
CATEGORY B – Co-CURRICULAR	70
APPENDIX C – OVERLOAD CHART.....	78
ELEMENTARY OVERLOAD PAYMENT CHART.....	78
MIDDLE SCHOOL OVERLOAD PAY CHART.....	79
HIGH SCHOOL OVERLOAD PAY CHART	80
APPENDIX D 2022/23 CALENDAR.....	83
APPENDIX D 2023/24 CALENDAR.....	85
APPENDIX E	87

PREAMBLE

This negotiated Agreement was created using an interest-based bargaining process between Rochester Community Schools hereinafter referred to as the "Board" and the Rochester Education Association, hereinafter called the "Association".

WITNESSETH:

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Rochester Community Schools the highest level of educational opportunities obtainable. We have a responsibility to promote a positive mindset that embraces diversity and creates a strong culture and climate to promote success for every student. The Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communication exist between the Board and the Association. To that end, we dedicate ourselves to a shared commitment to the district's strategic plan and Beliefs in Action – Pride in Excellence.

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

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

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

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

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

WHEREAS: this Agreement describes a relationship of collaboration being forged between the Association and the Board, dedicated to the continuous improvement of the quality of education in Rochester Community Schools.

WHEREAS: the parties to this Agreement understand that accountability, communication, transparency, and trust throughout the system are vital components of a healthy organization.

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

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

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

ARTICLE 1 – RECOGNITION

- 1.01** This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Rochester Community School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes.
- 1.02** The Board, in order to recognize a teacher organization as exclusive representative of teaching personnel, requires satisfactory evidence that the organization, in fact, represents a majority of such employees. Such evidence will be in the form of a membership list, signed designation cards, or dues deduction authorization.
- 1.03** By virtue of satisfactory evidence submitted by the Association to the Board that the Association does represent the majority of the teachers of the Board, the Board hereby recognizes the Association as the official negotiating agent for all teachers under contract to the Board. The Association will, upon request, submit to the Board a list of active members of the Association.
- 1.04** The term "teacher" when used herein will refer to employees included in the unit for bargaining as set forth in the paragraph below. The term "Board" when used herein will refer to the Board of Education. The Superintendent, and other Central Office Administrators, Principals, Assistant Principals, and all other supervisory personnel within the meaning of Act 379 will be appropriately referenced.
- 1.05** The following teacher personnel holding temporary and/or permanent teaching certificates issued by the State of Michigan and/or the appropriate license issued by the State of Michigan (where applicable and a teaching certificate is not required), and who hold valid contracts with the Rochester Community Schools comprise this bargaining unit: Early childhood special education teachers, Early On licensed and certified staff, teachers of transitional kindergarten, kindergarten classes, teachers of grades 1 through 5, teachers of music, art, physical education, vocational education, learning consultants, teacher consultants, counselors, media specialists, teachers of all subjects grades 6 through 12, teachers of all special education classes, teachers at the RCS Virtual Campus, student services staff, program consultants, curriculum consultants, physical therapists, occupational therapists, department heads, building athletic directors, social workers, psychologists and, speech-language pathologists (SLP), reserve teachers, but excluding all supervisory and executive personnel now in existence or hereinafter established by the Board, day-to-day substitute teachers, all non-teacher positions (coach, summer school, drivers education, co-curricular, game workers, etc.), who are not otherwise a member of the bargaining unit, office, secretarial, clerical, cafeteria, maintenance, operational, bus drivers, and school aides as well as any other non-certified and certified personnel employed by the Board. The Association agrees that it shall not, during the effective dates of this contract and for any mutual extension thereof, seek to represent for the purposes of collective bargaining any of the positions/job classifications currently excluded from the bargaining unit. The Association may seek to represent newly created positions.
- 1.06** The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2 - WAIVER CLAUSE

- 2.01** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been at the time they negotiated or signed this Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the written request and mutual Agreement of both parties.
- 2.02** The parties agree that this Agreement is intended to be in compliance with state law. Therefore, changes in state laws that impact wages, hours, and/or terms and conditions of employment, not addressed herein will be referred to Special Conference as provided in this Agreement.

ARTICLE 3 - NEGOTIATION PROCEDURES

- 3.01** Not later than April 15th of the calendar year in which this Agreement expires, the Association must submit, in writing, its desire to negotiate an Agreement in accordance with the procedures set forth herein in a good faith effort to reach Agreement as stipulated in Act 379 with respect to hours, salaries, and terms and conditions of employment.
- 3.02** If the parties fail to reach Agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- 3.03** Designated representatives of the Board will meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals, and counter proposals in an effort to reach mutual understanding and Agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other.
- 3.04** There will be two (2) signed copies of the final Agreement for the purposes of record: One retained by the Board, and one by the Association.
- 3.05** Annually, for the life of this Agreement, at least two (2) representatives of the Association and at least two (2) representatives of the Board (number to be equal) will meet upon the request of either party to review the terms and implementation of this Agreement. Both parties will identify and attempt to resolve any current problems with respect to the above and if resolutions are agreed upon, they will be confirmed in written letters of agreement and signed by both parties. Any costs incurred will be shared equally by both parties.

ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES

- 4.01** The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
- A. to exercise the executive management and administrative control of the school system, its properties and facilities, and the professional activities of its employees;
 - B. to hire all employees and, subject to the provisions of this Agreement and of the law, to determine their qualifications; and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
 - C. to establish grade levels, and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - D. to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature;
 - E. to initiate and carry out procedures by which teaching contracts are not renewed according to the provisions of the Michigan Tenure Act; and this Agreement
 - F. to carry on an evaluation of programs and to evaluate the effectiveness of individual teacher performance;
 - G. to initiate and carry out the means of obtaining financial support for the School District.
- 4.02** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited by the terms of this Agreement to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- 4.03** Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 5.01** Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher will have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights covered by Act 379 of the Public Acts 1965; laws of the State of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, participation in collective professional negotiation; or the institution of any grievance, complaint, or proceeding under this Agreement.
- 5.02** The Association will have the privilege of using school buildings, when available, and in conformance with Board policies for meetings provided that when special custodial service is required the Board will make a customary charge therefore. The Association will have the privilege of posting notices of official organizational materials of the Association on the designated bulletin board provided in each building.

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

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

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

- A. Written request is made and use is arranged for in advance.
- B. The use is strictly to serve the legitimate business of the Association, such as records, notices, correspondence, etc.
- C. The purpose is for internal business use of the Association and is not for public information.
- D. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.

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

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

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

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

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

- A. If this Option is chosen, the Association will reimburse the District each school year in an amount equal to contributions made to the Michigan Public School Employees' Retirement System on behalf of the Association President.

The District will bill the Association on May 1st of each school year and the reimbursement shall be received by the School District no later than June 30th of each school year.

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

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

- 5.09** Any expenses mutually agreed upon between the Board and the Association in performing Association and/or Board business will be reimbursed within a ten-day period after billing.
- 5.10** All Association materials intended for distribution or display on any property under the management of the Board must be approved by an appropriate Association official before display or distribution.
- 5.11** The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, deficiencies in professional performance, or other violations of discipline, or violations of this Agreement by a teacher reflects adversely upon the teaching profession and creates undesirable conditions in the school system. Alleged breaches of discipline will be reported as soon as practical to the offending teacher and may be reported to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

ARTICLE 6 - TEACHER RIGHTS

- 6.01** Nothing contained herein will be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other laws and regulations. The rights granted to teachers hereunder will be deemed to be in addition to those provided elsewhere.
- 6.02** There will be no discrimination by the Association or the Board toward any employee on the basis of race, color, national origin, religion, sex (including pregnancy, sexual orientation or gender identity), age, disability, marital status, genetic information, height, weight or any other criteria prohibited by law.
- 6.03** It is recognized and agreed that teachers will have the privilege to join, or not to join the Association, but membership will not be a prerequisite for employment or continuation of employment of any teacher.
- 6.04** Teachers will have the privilege to payroll deductions for the following items:
 - A. Tax sheltered mutual funds (custodial account) and tax-sheltered annuity (two deductions from up to seventeen mutually agreed upon companies, including a Roth option) one of which will be MEA Financial Services;
 - B. Credit Union;
 - C. other deductions approved by the Board;
 - D. Universal Life;
 - E. IRS Section 125 salary reduction

F. MPSERS Tax-deferred payments

- 6.05** Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discrimination with respect to the professional employment of such teacher. In the classroom, teachers will not promote individual convictions, but will encourage the students to study varying points of view and respect their right to form their own judgment.
- 6.06** A teacher will be entitled to have a representative of the Association present when he/she is being formally reprimanded or disciplined by any member of the Administration for any infraction of rules or delinquency in professional performance. Should disciplinary action likely occur at a given meeting, the employee will be advised immediately of said possibility and be advised of the right to be represented under this provision.
- 6.07** Whenever the result of a reprimand, warning, or disciplinary action for any infraction of discipline, or delinquency in professional performance is reduced to writing by the administrator, the findings and decisions of the administrator will be filed, in writing, in the teacher's personnel file and a copy thereof given to the teacher. The teacher will have the right to reply to any such communication and the reply made a part of his/her personnel file.
- 6.08** A complaint, either identified or anonymous that is not substantiated will not be placed in a teacher's personnel file. Any member may forward e-mails of concern from administrators that he/she has received directly to the Association.

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

- 6.09** Each teacher will have the right, upon request, to review the contents of his/her own personnel file, including building files. The teacher must make an appointment with the Department of Human Resources in order that an employee of the Department will be present when he/she inspects his/her file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Privileged information, such as confidential credentials and related personal references normally received at the time of employment, are specifically exempted from review.
- 6.10** Faculty groups, coaches, play directors, etc. may use school facilities as listed in the **Association Rights and Responsibilities** Article, in the performance of their contractual obligations during evenings and weekends. This use will be permitted provided that:
- A. the request is made in accordance with existing procedures for building usage;
 - B. the use is strictly limited to the performance of contractual obligations;
 - C. the employee is responsible for exercising due care for all facilities under his/her direction;
 - D. the facilities are not used on a Sunday or holiday without the approval of the Superintendent, or designee.
- 6.11** Prior to the Board acting on charges filed against a teacher pursuant to the Michigan Teacher Tenure Act, the teacher will receive a copy of the charges. The teacher has the right to reply to the charges.
- 6.12** The Board will provide without cost to the teacher in an at-risk position who so requests, shots to prevent disease related to blood borne pathogens (e.g. hepatitis B). Teachers not in positions presently identified as at-risk may request to receive the shots.

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

ARTICLE 7 - TEACHER RESPONSIBILITIES

- 7.01** Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers are required to display exemplary behavior, in the performance of their work assignment, as an example to students, parents, community and co-workers. Teachers, therefore, are responsible to discharge their teaching assignments with professional proficiency, to plan adequately and to make conscientious efforts to meet, as required, with children, parents, and/or consultants.
- 7.02** Teachers will be encouraged to assist the Board in interpreting the program of the schools to the community in ways which will improve the public's understanding of purposes and problems, and which will encourage its involvement and support.
- 7.03** It is the responsibility of the teacher personnel and their representatives to comply with rules, regulations, policies and directives adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- 7.04** The teacher accepts responsibility to strive for excellence in teaching and to take advantage of opportunities for continually improving his/her teaching skills and his/her relationship with children. Evidence of this responsibility includes reasonable and sincere participation in some activities such as in professional study committees.

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

- 7.05** It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality education program practical for each student in the school district; thus the teacher will continue to use the school day for:
- A. planning and preparing for their classes; (careful daily, weekly, and semester preparations);
 - B. teaching their students;
 - C. evaluating student progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans;
 - D. reporting their evaluations of student progress to the school administration and to the parents of the children whom they teach in a timely manner to support student learning;
 - E. assuming other responsibilities for the education, health, safety and welfare of their students;
 - F. providing professional services to the school and community for the purpose of assisting in the development and implementation of quality education in the Rochester Community Schools;
 - G. practicing good housekeeping in the lounge, the halls and respective classrooms;
 - H. updating their district-approved web page at least annually with relevant general classroom information.

- 7.06** Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, playground, assemblies, and any other place where students may congregate during the normal school day
- 7.07** It is recognized by the parties that participation in activities that relate to education and students can be helpful. Teachers are encouraged to participate in after school activities, e.g., curriculum, Professional Study Committees, textbook selection, sponsor of student activities, etc., as well as any other appropriate committee which would contribute to the betterment of the education of the children in the Rochester Community Schools. Each teacher at the secondary level is encouraged to share equally in after school responsibilities.
- 7.08** It is understood and accepted that teacher attendance at school affiliated evening meetings (PTA's, etc.) is desirable and beneficial. Except for illness or other emergencies, teachers will be required to attend such evening meetings as: Curriculum Night, Open House, parent/teacher conferences, Kindergarten Registration. In addition, since teachers are an important part of PTA or PTO, they are encouraged to support its activities and attend its meetings. Teachers are encouraged to attend public performances of students.

If the "World of Welcome" program at the elementary level is authorized by the building principal, the one hour World of Welcome program must be only offered during the last teacher work day before the start of student school days. It must be offered during teacher work hours. Teachers in buildings offering the "World of Welcome" program must have his or her classroom accessible one week prior to the teacher start date. If not, an alternative to World of Welcome developed by building administration and staff and conducted outside individual teacher classrooms will be offered.

- 7.09** It is expressly understood that the teacher preparation period is subject to the total school program, and, as a result, such things as miscellaneous programs, special events, field trips, testing programs, emergency class needs, assemblies, and work-related activities, etc., may from time to time be substituted for preparation time. Conference periods will be used for such things as thorough preparation, conferences with parents, teachers and administrators, and special assistance to students as defined above, and in the **Teaching Hours, Schedules and Assignments Article**.
- 7.10** Members of the staff, with the approval of the appropriate administrator, may adjust their schedule to better serve students and parents.
- 7.11** The Board has the responsibility of providing necessary support for approved programs. Teachers will then be responsible for implementing these programs. Each elementary specials area group may recommend to the school district the level of subsidy needed to sustain a quality instructional program. The district is responsible for securing licensed permissions for any applicable copyrighted materials received or presented via technology for school and home use that have been approved by the District, or that are provided through a manufacturer's "Educator Use Program." The district will continue to strive to provide teachers with remote access to resources which are designed to improve work efficiency.
- 7.12** All teachers will attend professional development sessions in accordance with the applicable school calendar. Teachers are encouraged to provide input for the agenda. A tentative agenda for the professional development sessions will be provided three (3) working days prior to the professional development. Teachers are expected to make every effort to attend the required building professional development sessions. Teachers not able to attend a professional development

session must communicate said absence to their immediate supervisor and the district's absence reporting program prior to the meeting.

- 7.13** All teachers will attend 30 minute staff meetings. Staff meetings may be held once a month generally on the second Tuesday of each month, but will not be conducted on the fourth Tuesday of the month. Meeting dates will be provided to teachers by the second week of school. If the building administrator proposes a meeting date other than a Tuesday, it must also be agreed to by the majority of the building's teachers. Staff meetings will be used for building or district housekeeping, information sharing, and team-building exercises. Teachers are encouraged to provide input for the agenda. A tentative agenda for the staff meeting will be provided three (3) working days prior to the meeting. Teachers not able to attend a staff meeting must communicate said absence to their immediate supervisor prior to the meeting. Teachers not in attendance are responsible for acquiring the information provided at that staff meeting.
- 7.14** Members of the student support service staff may be requested to attend staff meetings during the workday in the student support services department at the administrative service center.
- 7.15** Teachers are expected to attend the scheduled parent/teacher conferences unless excused by their supervisor or if family or personal illness makes attendance impossible. Parent/teacher conferences must be made up in a reasonable period of time outside the scheduled workday for the teacher to have the compensatory leave time as provided in the school calendar.

Elementary - Conferences will be conducted within a predetermined time frame in the fall and spring. The time frame will be between 10 and 15 school days in length. Conferences may occur before or after school or during a teacher's planning time. These conferences may be conducted virtually or in person at the parent or teacher's request.

For elementary teachers a total of up to eight (8) and one-half (1/2) hours of conferences will be conducted during the Fall and a total of six (6) hours of conferences will be conducted during the Spring.

Time spent in accumulated conference time of six hours or more beyond the regular duty day will result in one-half (1/2) day of compensatory time which will be scheduled as part of the REA employment calendar.

Secondary - Fall conferences will be conducted for a total of six (6) hours split into two three (3) hour sessions. One session will be in-person in the evening and the other will be virtual in the afternoon. Afternoon sessions will not begin before one-half (1/2) hour after student dismissal. Evening sessions will not begin before 5:00 p.m.

Spring conferences will be conducted for three (3) hours. The Contract Maintenance Committee (CMC) will determine whether Spring conferences will be conducted in-person or virtually. For the spring of 2022, conferences will be conducted virtually.

Time spent in accumulated conference time of six hours or more beyond the regular duty day will result in one-half (1/2) day of compensatory time which will be scheduled as part of the REA employment calendar.

Conferences at the Secondary level will be scheduled electronically.

Staff will be able to schedule breaks during each session for no more than a cumulative total of 15 minutes.

The CMC will meet following Spring 2022 conferences to discuss possible expansion of virtual conferences.

Should community safety require the need to move all conference sessions into a virtual environment, the President of the Association will be consulted in advance of this determination.

RCS Virtual Campus

Staff at the Virtual Campus will follow the appropriate level's conference time periods set forth above. Virtual Campus conferences will be conducted virtually. Should the need for an in-person conference arise, space within RCS will be made available for the conference to occur.

- 7.16** Teachers will not be required to work in learning labs that are held outside the teacher's regular workday. In the event that the Board approves, adopts or mandates any curriculum plan that will provide supplemental or tutorial support for students during non-standard student contact time (e.g. before school, after school, lunch), teachers serving in this capacity will be paid the non-permanent extra class assignment rate.
- 7.17** The teacher responsible for a student's instruction in a particular course or program will determine the student's grade. No student's semester grade will be changed without the approval of the teacher who assigned the grade. The semester grade may be questioned as herein provided by an authorized person. Authorized person is a student or a parent/legal guardian of a student.
- A. The authorized person requesting a grade change must do so in writing no later than thirty (30) calendar days after final semester report cards are handed out or from the date they are reported.
 - B. When a semester grade is challenged by an authorized person, the administrator will contact the teacher about the grade. A meeting between the administrator, parent, teacher, and counselor will take place. If after the meeting the teacher does not concur with the request for the grade change, the principal will advise the authorized person that the teacher does not concur and a *Grade Review Panel* may be convened.
 - C. The *Grade Review Panel* will meet within fourteen (14) calendar days after the request for the review panel is provided to the principal. The *Grade Review Panel* will consist of three (3) teachers, selected by the Association, one (1) Board of Education member, and the Superintendent or designee. The superintendent or designee will serve as chairperson of the *Grade Review Panel*.
 - D. The authorized person is to be invited to the meeting of the *Grade Review Panel*, and is to be provided an opportunity to make a written and/or oral presentation to the *Grade Review Panel*.
 - E. The involved teacher is invited to the meeting of the *Grade Review Panel*, and is to be provided an opportunity to make a written and/or oral presentation to the *Grade Review Panel*.
 - F. It is understood that the authorized person and teacher will separately meet with the *Grade Review Panel*.
 - G. The decision will be made after reviewing the request and reasons supporting the request, and the teacher's reasons for non-concurrence. The *Grade Review Panel's* decision will be transmitted in writing to the teacher and the authorized person within fourteen (14) calendar days of the conclusion of the *Grade Review Panel* hearing. The district will place a copy of the *Grade Review Panel's* written decision in the student's CA-60 and maintain a copy in a general file called *Grade Review Panel* Decisions. The *Grade Review Panel* will notify the appropriate person to change the student's transcript, if necessary.

- H. The timelines provided may be extended upon the showing of good cause by the *Grade Review Panel*. It is agreed that good cause is unavailability of participants. The *Grade Review Panel* may adopt alternative procedures for any appeal that are consistent with this Agreement. The *Grade Review Panel* will set the time, duration and location for each meeting. The decision of the *Grade Review Panel* is final unless appealed to the Board of Education within fourteen (14) calendar days.
- I. Within fourteen (14) calendar days of receipt of notice of the *Grade Review Panel's* decision, either party to the dispute may appeal the decision of the *Grade Review Panel* to the Board of Education. The appeal to the Board must be in writing. The Board will notify the teacher or authorized person and the chairperson of the *Grade Review Panel* that an appeal has been made. The Board will meet within fourteen (14) calendar days after the appeal is received. At any meeting with the Board, the chairperson will present the position of the *Grade Review Panel*. The Board will notify the teacher, authorized person and the chairperson of the *Grade Review Panel* of its decision. If the grade is changed the Board will notify the appropriate person to change the grade on the student's transcript. The decision of the Board is final and binding.

7.18 Teachers are required to maintain a district approved grade book where applicable which will be linked to the district approved student information system. Only individual student data will be displayed. The following disclaimer will be provided "Teachers update data at different times. Please do not expect instantaneous updates."

ARTICLE 8 - TEACHING HOURS - SCHEDULES AND ASSIGNMENTS

8.01 The maximum length of a teacher's scheduled work day will be seven (7) hours and fifteen (15) minutes which includes a teacher's obligation to arrive before the students and remain after their departure. Secondary teachers shall have a daily, uninterrupted, duty-free lunch period of not less than thirty (30) minutes. Elementary teachers shall have a daily, uninterrupted, duty-free lunch period of not less than forty (40) minutes. A full day of elementary student instruction shall be six (6) hours and twenty-three (23) minutes. A half-day shall have three (3) hours and fifteen (15) minutes of student instruction. The full standardized teacher work day for Professional Development will be seven (7) hours including a sixty (60) minute duty free lunch.

8.02 Teaching is a profession. Therefore, teachers should have some flexibility in setting their own workday. However, teachers are expected to be on duty and to work the hours required to accomplish their total teaching assignment and responsibility. Because of basic differences which exist in the amount of planning, paperwork, curriculum study, extracurricular supervision, and other duties, it is impossible to keep the teaching day on a completely equal schedule. However, in fairness to pupils, parents, and teachers, and in the interest of some uniformity, the following should be observed:

8.03 The normal weekly teaching responsibility for an elementary teacher shall be approximately twenty-five (25) instructional periods. The Board recognizes the need for elementary teachers to have preparation time. The preparation time will consist of two hundred forty (240) minutes per week provided by physical education, art, music, and media center. Whenever an elementary physical education teacher, elementary art teacher, elementary vocal music teacher or elementary Information Literacy Specialist is absent, the District will hire a substitute so preparation time will not be lost. In the event a substitute is not available or is not present, elementary teachers will be compensated per the Extra Duty Assignment and Compensation Article (26).

- A. Elementary Specials teachers of music, art, physical education and informational literacy (media) will have two hundred forty (240) minutes of preparation time extended to them in periods of not less than thirty (30) minutes, effective with the 2022-23 school year. Music, art, information literacy specialist and physical education teachers with planning time in excess of 240 minutes may be scheduled to provide classroom coverage for student assessment or building needs. Elementary world language teachers hired by the district will be subject to the same teaching hours, schedules and assignments as elementary specials teachers.

Effective with the 2022-23 school year, if an elementary specials teacher has planning time in excess of 240 minutes and are scheduled to teach basic program special education classroom students, they will have the opportunity during the first few weeks of the school year during this time to observe those categorical program classrooms and consult with teachers and ancillary staff about best practices related to instruction. For those with only 240 minutes of planning time, a half day of release time will be provided within the first two weeks of the year to accomplish same.

All special subjects teachers should expect teaching assignments according to the following provisions. Elementary teachers of music, art, physical education and informational literacy (media) will teach classes of sixty (60) minutes each and half periods (30) for transitional kindergarten and categorical program classrooms. If the teachers at a building want to consider a modified schedule the provisions of the Site Based Decision Article must be followed. Thirty (30) minutes of travel time between assignments will be provided. Traveling teachers will not be assigned to more than two buildings. These teacher assignments shall be capped at no more than twenty-three (23) sections per week or the equivalent. Whenever possible, the elementary school's master schedule should allow for the scheduling of sections of the same grade level in consecutive time slots.

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

Whenever possible, the elementary school's master schedule will assign teachers to buildings with the same start time as their home building. Representatives from the Contract Maintenance Committee (CMC) will be given the opportunity to provide feedback on the elementary school's master schedule in August each year.

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

The Board and Association will establish a committee to study and propose alternatives to the current release time with regard to the media center instructional model. The Board and Association will establish a committee to study the addition of world language as a release time special.

8.04 The normal weekly teaching responsibility for a middle school teacher, inclusive of the following conditions, will be twenty-five (25) instructional periods and/or duty assignments and five (5) preparation and/or conference periods. The middle schools will have a six (6) period day. A full day of middle school student instruction shall be six (6) hours and twenty-three (23) minutes. A half-day shall have three (3) hours and fifteen (15) minutes of student instruction.

Middle School will provide 50-75 minutes a week of enrichment time. The schedule of the enrichment time will be determined by each individual building. Staff and administration will determine the focus of the enrichment time together.

8.05 The normal weekly teaching responsibility for a high school teacher, inclusive of the following conditions, will be twenty-five (25) instructional periods and/or duty assignments and five (5) preparation and/or conference periods. A full day of high school student instruction shall be six (6) hours and twenty-three (23) minutes. A half-day shall have three (3) hours and fifteen (15) minutes of student instruction.

A. The high schools will be a six (6) period day. The period will be approximately sixty (60) minutes in length. High school teachers' workday will consist of five (5) instructional or duty periods and one (1) individual preparation period. (Also see the **Professional Development** Article)

B. High school instrumental teaching schedule will be five (5) periods of instruction including a sectional period (if there are at least 180 students in marching band), a zero hour scheduled with principal's approval and one individual planning period. High school vocal music will have a zero hour schedule with the principal's approval.

8.06 The normal weekly teaching responsibility for a teacher at the Alternative Center for Education (ACE), inclusive of the following conditions, will be fifteen (15) instructional periods, five (5) study skills periods, and five (5) preparation and/or conference periods. A full day of student instruction shall be five (5) hours, forty-eight (48) minutes. A half day shall be three (3) hours, five (5) minutes.

The maximum teacher work day is 7 hours and 15 minutes. The Administration and the Association will meet to develop an understanding of the additional work time above the five (5) hours and (48) minutes that is contractually required, prior to the start of the 2019-2020 school year.

8.07 The normal weekly teaching responsibility for a teacher in the Adult Transitions Program Services (ATPS) will be five (5) days of student instruction and five (5) preparation and/or conference periods equaling no less than two hundred forty (240) minutes weekly. A full day of student instruction shall be six (6) hours, twenty-three (23) minutes. A half day shall be three (3) hours, fifteen (15) minutes. Teachers shall be granted a duty-free lunch period of not less than forty (40) minutes.

8.08 Teachers at the RCS Virtual Campus will have access to RCS-provided technology needed to teach remotely (for example: laptop computer, docking station, document cameras, etc.). Additionally, it is understood that teachers at the RCS Virtual Campus will have access to necessary physical space in an RCS facility upon request, including lab space for content that requires it. Finally, the work day for teachers in the RCS Virtual Campus may not be continuous.

8.09 The normal weekly teaching responsibility for a teacher in the Early Childhood Special Education (ECSE) program will be either (8) weekly instructional periods of three (3) hours

each and no less than two hundred forty (240) minutes of preparation and/or conference time. A student instructional period shall be three (3) hours in length. Teachers shall be granted a duty-free lunch period of not less than forty (240) minutes.

- 8.10** Teachers of Transitional Kindergarten will follow the Kindergarten schedule during the first week of school, annually. Each full-time Transitional Kindergarten classroom, on a daily basis, will be allocated a minimum of a half-day of adult support. Teachers will be provided with three (3) half-days of release during the school year to collaborate with fellow Transitional Kindergarten teachers. This collaboration will be in the form of classroom observations. Professional development for Transitional Kindergarten teachers will be consistent with professional development times across RCS; district professional development may be utilized as departmental professional development for Transitional Kindergarten teachers.
- 8.11** It is recognized that counselors, social workers, psychologists, learning consultants, teachers of the speech and language impaired, teacher consultants, occupational therapists, physical therapists, and secondary information literacy specialists do not need a regularly scheduled preparation period. However, a break in the morning and/or in the afternoon of at least twenty (20) minutes will be allowed.

Social workers, psychologists, teachers of the speech and language impaired, counselors, learning consultants, teacher consultants, occupational therapists, physical therapists and information literacy specialists will be scheduled an uninterrupted, duty free lunch period equal to that scheduled for the other teaching staff in the building. Unless other arrangements are made (such as flexing their time), any of the aforementioned staff who, due to student needs are unable to take either their daily breaks or their uninterrupted, duty free lunch period shall, with approval, be eligible to submit a time card and receive compensation at the ad hoc rate (prorated where applicable) for the missed break and/or duty free lunch. Time cards must be submitted within the quarter/trimester the break and/or duty free lunch occurred. It is further understood that staff outlined above who, due to an emergency situation, are required to substitute teach in a classroom will be compensated at the ad hoc rate (**Appendix B, Category D.1.a.**) for time spent subbing. Time will be provided during the workday for record keeping and preparation. Consultants for English Language Learners shall receive a daily preparation period equal to one class period and none of their students will be assigned to them during that time.

- 8.12** The workday will be continuous. Teachers who work less than full-time will be assigned consecutive periods. If the teacher is not assigned a class period for instruction in the middle of the assignment, the teacher will be paid for the unassigned period and the assigned periods. The rate of pay will be the ratio of periods required to be at work to the number of instruction periods required for full-time work. The same ratio will be used to determine the time the teacher is required to be at work before and after the student day, and the length of the planning period. At his/her request, a part-time teacher shall receive a full lunch period. Less than full-time teachers are required to attend or complete a pro-rated amount of professional development sessions that are outside his/her work schedule. Inservice or professional development (including personal professional development) sessions scheduled outside his/her regular work schedule may be attended by the less than full-time teacher without additional compensation.
- 8.13** If a teacher teaches more than the normal teaching load as set forth in this Article, the teacher will receive additional compensations as prescribed in the **Appendix B, Category D.1.a.** These extra assignments will be as equally apportioned among staff as is educationally feasible as determined by building administrators.

- 8.14** Both parties acknowledge the responsibility of building administrators to exercise the authority to reassign any teacher duties to meet any emergency situation.
- 8.15** Teachers are expected to make themselves available for student and parent conferences. All teachers will attend meetings called by the administration as a regular part of their teaching assignments unless otherwise excused by the Administration. Sufficient notice of such meetings and agendas will be given when practical.
- 8.16** It is recognized that teachers may occasionally require emergency relief. When such relief is required, the building administrator will see that temporary supervision is provided.
- 8.17** Any teacher desiring to leave the assigned building prior to the completion of the daily schedule and the normal workday will first secure the permission of the immediate supervisor or the supervisor's designated appointee.
- 8.18** When school is canceled on a day designated as a teachers' records day or on a day designated as a student exam day, the Board and Association will be mutually responsible for determining the calendar adjustment. Every effort will be made to reschedule the teachers' record day or student exam day exactly as it was scheduled.
- 8.19** If the teachers at a building want to consider a modified schedule in order to provide time for professional development, the provisions of the **Site Based Decision** Article must be followed. Any modified schedule must be approved by the Association and the Board.
- 8.20** If hours **or** schedules of any building are under consideration for change by the Board, the Rochester Education Association will be notified. Before implementing any changes, the Board of Education and the Rochester Education Association will meet to negotiate any changes in wages, hours and terms and conditions of employment prior to implementation.
- 8.21** The Board is required by State School Code to provide the mandated number of hours of student instruction, inclusive of the provisions of this Agreement.
- 8.22** All K-5 elementary teachers will be provided a substitute teacher for a minimum of one (1) full day and two (2) half-days per section to perform district/state directed student assessments. Teachers will be compensated at the rate of \$25 per hour for assessment time lost as a result of no sub coverage. The Elementary Council on Teaching and Learning (CTL) will work to reduce assessment requirements and timelines for Grade 4-5 elementary teachers that may result in a reduction or phase out of release time for the purposes of conducting assessments through the life of this agreement. Should there be any disputes RCS Administration and the Contract Maintenance Committee (CMC) shall come to a resolution.
- 8.23** The Board of Education and the Association recognize and support efforts to advance student learning opportunities through alternate instructional models. Both parties agree to encourage teachers to investigate these models. The investigation process must include a cost estimate for the model. The model being investigated must be explained and discussed with other affected teachers. It is understood that teachers would only participate in alternate instructional models on a voluntary basis. The Superintendent or his/her designee must approve the model prior to implementation.

Electronic on-line courses are permitted only according to current Board policy. If a teacher develops an on-line course for transmission that the Board of Education would like to market and use outside the school district, the teacher, a representative of the Association, and Superintendent/designee

will meet to determine if compensation for the use of the course materials is appropriate and/or the teacher's right to retain the intellectual property rights of the course work is applicable.

- 8.24** Representatives of both parties shall meet annually to continue the discussion of rotating early and late start schedules for elementary schools. Additionally each year, the Human Resources Department will notify all teachers through their immediate supervisors of the established reporting and dismissal times for teachers and students for each building.
- 8.25** The work schedule and calendar provisions for the teachers in the Special Education Post – Secondary, Special Education Pre – School, and Alternative Center for Education programs can be modified subsequent to agreement by the Board and the Association.
- 8.26** Part-time teachers, who are not regularly scheduled to work on a professional development day, shall be able to adjust their work schedule with the approval of the building administrator in order to receive their prorated required professional development time.
- 8.27** Part-time teachers who are not scheduled to work on a teacher's records day, shall receive their prorated amount of release time for the completion of their records.
- 8.28** Co-teaching between a Special Education teacher and a general education teacher is expected to be a voluntary assignment. Both teacher volunteers will be consulted about the arrangement prior to the scheduling of students. Whenever possible, co-teaching for special education teachers will hold the certification or be highly qualified in the area of the assignment. If no volunteers come forward, the principal, the Executive Director of Special Education, the Special Education teacher and all potential general education teachers shall meet to discuss the options. The final decision to schedule the co-teaching assignment will rest jointly with the building principal and the Executive Director of Special Education. Whenever possible, the number of co-teaching partnerships will be limited.

Beginning with the 2022-23 school year, every attempt will be made to schedule co-taught classes with no more than 1/3 of students with IEPs. Exceptions are subject to review by representatives of the administration and the association prior to implementation.

For secondary co-teaching partners, efforts will be made to provide common planning time. Beginning with the second semester of 2021-22, if the co-teaching partners do not have a common planning time, with prior approval from administration, they will receive one half day of release per semester. Co-teaching partnerships will be utilized for substituting elsewhere in the building only in emergency situations.

- 8.29** If a full-time teacher is required as part of his/her teaching assignment to travel between schools, there shall be allocated at least thirty (30) minutes for traveling. If as a result of traveling a teacher's preparation time has been diminished, he/she shall be compensated for a full thirty (30) minutes per the extra duty permanent basis rate at Appendix B, Category D.1.a.

Effective the 2022-23 school year, for secondary traveling teachers every attempt will be made to have no more than three (3) unique courses/preps.

ARTICLE 9 - CLASS SIZE

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

A. Elementary General Education: Class size limits

Grade	Relief	Maximum
TK	22	24
K	25	27
1	28	30
2	28	30
3	28	30
4	32	34
5	32	34

B. Elementary Combined Classes: Class size limits

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

Classrooms having combined grades will have a reasonable balance of students from each grade. The combined grouping will have a ratio of not less than 70:30. The maximum class size limit will be two (2) less than the maximum stated for the lower grade in the combined grade classroom. RCS will make every attempt to not schedule a 1-2 combined class. In the event a 1-2 combined class is a possibility, it will be subject to review by the representatives of the Board and the Association prior to implementation.

A \$2000 annual stipend will be paid for general education teachers that teach split/combo classes. The payout will be divided and paid at the end of each trimester.

Guidance about scope and sequence for teaching two grade levels in a single year at the elementary level will be provided by the curriculum department in conjunction with feedback from teachers with split/combo teaching experience.

C. Middle School: Class Size limits

Class	Relief	Maximum
1. 6-8 ACADEMIC	32	34
2. 6-8 ACTIVITY		
Art	32	34
Computer	33*	35*
Drafting	26*	28*
STEM	32*	34*
Family and Consumer Sciences		
Foods	28*	30*
Physical Education	38	40

*See Section 9.01,G, "Work Stations"

Same as a core class unless limited to a workstation (unless-Band, Choir and Orchestra)

D. High School: Class Size Limits

1. **GRADES 9 - 12 ACADEMIC CLASSES**

Relief	Maximum
35	37

High School English Composition

Relief	Maximum
28	30

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

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

Class	Relief	Maximum
Art/Photography	32	34
Computer Science*	33	35*
Drafting	26	28.
Industrial Arts*	26	28*
Family and Consumer Science*		
Cooking	28(4 per kitchen)	30*
Sewing	28	30*
Interior Design	28	30*
Physical Education		
Basic	42	44
Life Saving	30	32
Swimming	33	35

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

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

- E. Instrumental Music
Marching Band will have a Director and an Assistant Director if one hundred (100) or more students are in the marching band. Additional support staff will be hired as needed.
- F. Vocal Music
For each class section of secondary choral music a teacher is scheduled to teach, five (5) hours of an accompanist's service will be provided weekly (during the school day and/or during performances).
- G. All 6-12 science lab, industrial arts, typing, family consumer science, and computer science usage classes will be limited to the number of fixed available pupil work stations as mutually agreed upon by the Administration and Association. Effective the 2022-23 school year, courses designated as labs for the purposes of establishing maximum class size will be by course, not by the classroom space in which the course is being instructed.
- H. Limits will be as stated above except in traditional large group instruction or in experimental classes, as well as in new technological and innovative approaches toward classroom teaching, in which case the new limits will be mutually agreed to by the Board and Association.
- I. For general education secondary teachers that have one or more split/combination classes, a \$500 stipend will be paid at the end of each semester.

9.02 At the elementary level, where more than one teacher within a building is assigned to the same subject or grade level, class sizes will be adjusted to be as equal as feasible. At the secondary level within a building the same subject or grade level class sizes will be adjusted to be nearly equal. If the class size reaches the overload levels stated on the Overload Chart (see Appendix C), and remains at or above the overload level for ten (10) or more student days during any trimester, the elementary level teacher will be paid per student per card marking according to the Overload Chart and at the secondary level the teacher will be paid according to the Overload Chart per period, per student, per card marking once the number of students in a class reaches the overload level for twenty (20) or more student days.

If the class size reaches the overload level for ten (10) or more student days during trimester, the elementary level teacher will be paid two hundred seventy-five dollars (\$275.00) per student per card marking; and at the secondary level the teacher will be paid (\$40) forty dollars per period per student per card marking for the first two students, fifty dollars (\$50) for the next two, and seventy dollars (\$70) for a final student.

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

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

Once maximum has been met, a meeting will be called between the building principal, the teachers involved, the Association president or designee and the Assistant Superintendent of

Instruction or designee. The purpose of such meeting will be to determine a contingency plan in the event an additional student of that grade level joins that attendance area. Solutions may include, but are not limited to:

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

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

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

9.04 The counseling load of a full-time counselor at the secondary level will be not more than 350 students. Counselors will begin the school year with no more than three hundred fifty (350) students on their counseling load. If they do, they shall be compensated at a rate of ten dollars (\$10) per student per card marking up to a maximum of thirty-five (35) additional students. It is understood that duties and responsibilities assigned to counselors within a particular building will be divided equitably.

9.05 The district will provide paraeducator support at the elementary level.

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

ARTICLE 10 - TEACHING CONDITIONS

10.01 The Board recognizes that appropriate texts, library reference facilities, computers, computer programs, and software, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. Further, the Board will continue to seek and use textbooks and supplementary reading materials, which foster equity, inclusion and cultural awareness. The Board agrees at all times to continue to keep the schools reasonably equipped and maintained providing financial conditions permit.

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

10.03 The Board agrees to make available the necessary equipment and supplies to aid teachers in preparation of instructional materials, providing financial conditions permit. The use of the

aforementioned materials by the faculty will be in accordance with policies and priorities established by administration.

A biennial review of hands-on manipulatives available at each grade level will occur at each grade level for math learning in correlation to curriculum needs.

In conjunction with the curriculum department, each building will assess its needs for instructional materials (including F&P books and assessment materials).

10.04 The Board will continue to provide wherever possible and practicable:

- A. a desk for every teacher;
- B. closet space for each teacher to store coats, overshoes, and personal articles;
- C. chalkboard/white board space in every classroom;
- D. copies of all texts used in each of the courses a teacher is assigned to teach including teacher manuals;
- E. instructional materials storage space.
- F. class books, paper, pencil, chalk, erasers, and other such materials required in daily teaching responsibility.
- G. a computer for every teacher
- H. ancillary staff will have access to a locking file cabinet or work-space at each worksite for storing student files.

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

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

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

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

- 10.08** Where practicable, properly maintained and identified parking facilities will be made available for school personnel during school hours. Reserved parking for faculty only will be provided at the high schools.
- 10.09** A teacher may be selected by the Administration to be a teacher-in-charge of the building and personnel in the absence of the administrative personnel. This teacher, if selected, will receive an amount stated in the **Compensation** Article, annually prorated, to compensate for this added responsibility.
- 10.10** Normal care of facilities and equipment is the duty of each teacher as part of his/her employment. When repairs or maintenance are necessary, it will be brought to the attention of the immediate supervisor for disposition.
- 10.11** No teacher will have transportation/student pick-up duty except in cases of emergency. However, it is understood there will always be one teacher in the building and available to assist in cases of emergency until the last bus student has left. All elementary teachers will walk their students to the designated bus area. If the transportation is not at school, the teacher will notify the principal/designee. The principal/designee will make arrangements for supervision of the students so the teacher will be able to leave the transportation area.
- 10.12** The Board will provide clean, well-maintained classrooms.
- 10.13** Adequate rooms, equipment, and furniture will be provided to all student services teachers in the building(s) to which they are assigned. Where possible, student services teachers will not be required to share office space in their home base building.
- 10.14** If the temperature in the classroom is less than 60 degrees Fahrenheit or more than 85 degrees Fahrenheit when the heating system, ventilation system, or cooling system is at fault, the teacher involved and/or the REA representative will meet with the building principal and the students will be relocated to a more suitable learning environment. If there are building-wide conditions that may adversely affect the health and welfare of the teachers, a designee for the Superintendent will contact the Association President.
- 10.15** The term "school health service" will mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001). First aid is not the major responsibility of teachers, but teachers are expected to act in a reasonable and prudent manner which may include aid in life threatening circumstances or the dispensing of medication on field trips in circumstances where the child is to have the medication on the field trip and no other person designated to dispense that medication is present. No teacher will otherwise be expected to provide school health services or otherwise dispense medication in a manner that is prohibited by law.
- 10.16** No teacher will be expected to take care of student bathroom needs including catheterization, changing diapers or cleaning up after accidents.
- 10.17** A teacher directed to pack his/her classroom materials in their entirety for moving to a different building or due to building renovation or construction will receive the ad-hoc rate in Section 26.04 to a maximum of ten (10) hours, which includes both packing and unpacking. Unless otherwise agreed to in advance between the supervisor and the teacher, a teacher directed to pack only a portion of his/her classroom materials for moving to a different building, or a teacher working in an office-type setting who is directed to pack his/her materials in their entirety for moving to a different building or

due to building renovation or construction, will receive the ad-hoc rate in Appendix B, Category D.1.a to a maximum of six (6) hours, which includes both packing and unpacking.

A teacher directed to pack his/her classroom materials in their entirety for moving to a different classroom within the same building will receive the ad-hoc rate in Appendix B, Category D.1.a to a maximum of two (2) hours, which includes both packing and unpacking.

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

All full-time teachers assigned exclusively to the RCS Virtual Campus are eligible to sub for other Virtual Campus staff, will not be required to sub in-person, and are able to sub for a maximum of one period per day.

ARTICLE 11 - PROFESSIONAL QUALIFICATION AND ASSIGNMENTS

- 11.01** Both the Board and the Association agree to the importance of having a properly certified or licensed (where applicable) teacher with a minimum of a Bachelor's degree and educational training preferred. The Board will attempt to contract only teachers who have a degree or degrees from an accredited college or university and those individuals who also meet the minimum Michigan Certificate Code requirements, or appropriate Michigan licensing requirements where a teaching certificate is not required. Teachers in reimbursed vocationally certified programs must hold a valid vocational certificate in their specialized areas. If teachers in reimbursed vocationally certified programs do not hold vocational certification as required, said teachers will be encouraged to apply for or renew vocational certification and/or may be subject to transfer to maximize the district's ability to obtain reimbursement.
- 11.02** Those teachers for whom special permits are being processed while they are waiting full certification from the State of Michigan, or teachers of vocational subjects who possess a vocational certificate or permit are excluded from the provision of Sections 11.01 and 11.02 of this Article.
- 11.03** The Association recognizes that each teacher must assume the responsibility of filing his/her valid Michigan teaching certificate or other documents indicating same with the Department of Human Resources by July 1. Each teacher must file with the Department of Human Resources a valid Michigan teaching certificate/license and a transcript of credits.
- 11.04** The responsibility for being certified to teach in the Rochester Community Schools rests solely with the individual teacher. The Board will continue its present practice of informing the teachers of this responsibility and the manner in which it may be fulfilled. Teacher proof of certification must be on file by July 1. The Department of Human Resources will work in partnership with the Association to notify any teacher who does not have proof of certification on file. If a teacher has not provided the Department of Human Resources proof of certification by August 15th, he/she will be placed on an unpaid leave of absence in accordance with Article 16 until proof of certification is provided the

Department of Human Resources. The unpaid leave of absence will be for no longer than 90 calendar days from the first student day. If proof of certification is not obtained within the 90 day period, the employee will be terminated.

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

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

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

11.07 In order to comply with Section 1119 of the Elementary and Secondary Education Act (ESEA), also known as the No Child Left Behind Act (NCLB), teachers will be required to be “highly qualified” in their area of teaching in compliance with State and Federal Regulations. In the event that the laws are repealed or amended so as to not require the concept of “highly qualified”, this section shall be void.

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

11.09 Candidates for National Board certification will receive a release day with proof of an assessment appointment that falls on a REA work day.

ARTICLE 12 - SHARED STAFF

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

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

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

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

- 12.04** New applications for a shared position must be submitted by March 1. The superintendent (or designee) has the right to make exceptions to the deadline beyond March 1.

Staff members that share a position and wish to remain in the same position(s) for the following year will share their intent to remain in their current shared position with their direct supervisor/principal by March 1.

A meeting to discuss the application and determine its status will be held within 10 working days of March 1.

- 12.05** If the district determines that a shared position should be dissolved, notification will be delivered from the district to the affected staff by March 15.

- 12.06** Upon the dissolving of the shared position, the affected staff will switch to full-time status for the upcoming school year. Consideration will be made to keep the affected staff members at their current building. If this is not possible, the District and Association will meet and discuss possible solutions.

ARTICLE-13 - SENIORITY

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

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

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

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

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

ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY

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

- A. Participating in the Peace Corps, Teacher Corps, or other exchange programs approved by the Board, as a full-time participant in such program, provided said teacher states his/her intention to return to the school system. The teacher will return to the salary schedule receiving full increments for service up to the time of the leave;
- B. Engaging in study at an accredited college or university for the following reasons: 1) study related to an education related field; 2) study, research or special teaching assignments involving probable advantage to the school system;

- C. Carrying out of the duties of an appointed or elected staff or officer's position of the Michigan or National Education Association;
- D. Any other reason approved by the Board;
- E. Campaigning for, or serving in, a public office;
- F. Immediate family care as defined in the **Leaves of Absence with Pay** Article;

14.02 The Board may grant an unpaid parental leave of up to one (1) year, inclusive of the time required pursuant to the Family and Medical Leave Act of 1993, upon written request for such leave, and upon proper clarification of pregnancy by the employee's physician. Any unpaid parental leave shall be for the remainder of the year unless the employee notifies the Board at the time of commencement of parental leave their intent to return at the beginning of the next quarter or trimester following the expiration of the FMLA.

If requested by the Administration, the individual will submit with such application a statement from a qualified physician declaring the individual's ability to resume teaching responsibilities.

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

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

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

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

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

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

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

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

- 14.11** A teacher who wishes to rescind a leave provided for in this Article must notify the Board in writing. If the Board agrees to rescind the leave and there is a vacant position or a position becomes vacant for which the teacher is certified, the teacher with the greatest seniority on the early return list will be placed. If no position is available the Board will offer a day-to-day substitute position. If no position is available, the Board may offer a reserve teacher position.
- 14.12** A teacher unable to work because of a disability, who has used his/her accumulated sick leave days and the maximum number of leave days from the master sick bank, will remain on an unpaid employment relationship with the Board.
- 14.13** The Family Medical Leave Act of 1993 (FMLA) provides up to twelve (12) weeks of job-protected leave to “eligible” employees for certain family and medical reasons. A leave granted under the provisions of this section is in conjunction with any other paid or unpaid leaves already provided to members under other applicable sections of this agreement. The Board will continue to observe any leave provisions of benefit programs that provide greater leave rights than the rights established by the FMLA. The Board shall continue health, dental and vision benefits during this leave. The employee is responsible for completing the Department of Labor application and submitting that application to the Chief Human Resource Officer.

ARTICLE 15- LEAVES OF ABSENCE WITH PAY

- 15.01** All full-time teachers regularly employed by the district will be allocated twelve (12) sick leave days at the beginning of the school year. Teachers who are less than full-time will receive a pro-rated allocation. These sick leave days will have unlimited accumulation.
- 15.02** In the event of the absence of a teacher for illness of three (3) days or longer, the Board may require a doctor's note or certification of inability to work.
- 15.03** The teacher must assume the responsibility of notifying the Board's absence reporting system when he/she expects to be absent and when he/she expects to return, according to established procedures. If a substitute reports to work because the regular teacher has failed to give notice at least one (1) hour before reporting time in that teacher's school, the substitute will receive one-half day's pay to be deducted from the regular teacher's salary.
- 15.04** The Board may require any employee to submit a physical, psychological or psychiatric examination. If the choice of the examiner is not agreeable to both the Board and the teacher involved, the Board and the teacher will mutually agree to a qualified examiner from a list of three (3) provided by the Board. The cost of this (these) examination(s) will be paid for by the Board.
- 15.05** Any teacher who is absent because of an injury or disease which may be compensated under the Michigan Workers Compensation Law will receive, from the Board, the difference between Workers Compensation and his/her full salary up to the teacher's maximum number of cumulative sick leave days with no deduction of sick leave days. After this point is reached, the Board will review the case and, at its discretion, extent the period of paying the difference between the Workers Compensation benefits and the teacher's full salary. Workers Compensation benefits apply during the official school year and to summer school teachers while summer school is in session.
- 15.06** All teachers may be granted sick leave for personal illness, or illness of an eligible family member. An eligible family member will include all of the following:

- A biological, adopted or foster child, stepchild or legal ward, or a child to whom the employee stands in loco parentis.
- A biological parent, foster parent, adoptive parent or legal guardian of an eligible employee or employee's spouse.
- Individual who stood in loco parentis when the eligible employee was a minor child.
- An individual to whom the eligible employee is legally married under the laws of any state.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.

A maximum of five (5) sick leave days may be granted under the provision of this Article for death of an eligible family member or of a close relative. A maximum of ten (10) sick leave days may be granted under provisions of this Article for illness of an eligible family member. Such leave will be charged against the employee's sick leave.

A maximum of three (3) days of bereavement leave may be used for a death of a spouse, the individual's parent, child, sibling or grandparent. This would include ex-spouse, in-laws and step relatives of those categories listed. Bereavement leave, meeting the above definition, will not be charged against the teacher's sick leave.

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

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

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

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

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

B. Court appearance as a witness in any case connected with the teacher's employment by the Board, except where the teacher is an adversary of the Board or on behalf of an adversary of the Board, whenever the teacher is subpoenaed to represent the Board at such proceedings;

C. Visitation at other schools or for attending educational conferences or conventions upon administrative approval;

D. Selective service physical examination;

E. Other reasons as approved by the Superintendent/designee. These reasons could include:

- 1) Legal reasons
- 2) Religious reasons
- 3) Other matters

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

15.10 Approved leave days except with the exception of Section 15.08 above, will be deducted from the sick leave allowance.

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

15.12 An approved leave day will not be granted the last scheduled work day immediately before and the first scheduled work day immediately after any holiday or vacation period, as well as the first and last days of the school year. An approved leave day may also be used in conjunction with no less than two (2) incentive days. The Department of Human Resources will not grant any exceptions except in cases of emergency. If requested, the teacher will be required to indicate the nature of the approved leave request in a signed statement.

15.13 If an illness occurs on the day before or after a holiday or vacation period, the teacher may be requested to present a physician's statement to the Superintendent or his/her designee upon his/her return. Further, teaching staff may be required to verify personal or family illness on Fridays between Spring Break and the end of the school year if more than one Friday is missed.

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

15.15 Attendance Incentive Program:

A. The number of accumulated sick leave days will be established at the end of the school year for the ensuing school year. Individuals will receive written notice (via Employee Self_Service) of their accumulation at the end of each year.

1. A teacher who has accumulated thirty (30) or more sick leave days will be entitled to three (3) approved leave days and one (1) incentive day for the year.
2. A teacher who has accumulated sixty (60) or more sick leave days will be entitled to two (2) approved leave days and two (2) incentive days.
3. A teacher who has accumulated ninety (90) or more sick leave days will be entitled to two (2) approved leave days and three (3) incentive days.
4. A teacher who has accumulated one hundred and seventy-five (175) or more sick leave days will be entitled to three (3) approved leave days and four (4) incentive days.

- B. An incentive day may be used without specificity by all employees in a regularly assigned position. Application must be made at least two (2) days prior to the day of leave except in cases of emergency. All incentive days used will be deducted from the employee's sick bank.
- C. Not more than forty (40) teachers will be excused for compensatory time, or for an incentive day on any given day district-wide and not more than ten (10) percent of the faculty of any given secondary building or special department and not more than fifteen (15) percent of any elementary building on any day. Priority will be established by date of receipt of request by the Department of Human Resources.
- D. For any unused attendance incentive days annually, staff will have the ability to receive a payment of \$275 per day. This payment will be made by the end of the 21 pay schedule. Paid days will not be deleted from the personal sick bank.

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

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

15.18 Leave of absence with pay chargeable against the teacher's sick leave will be granted for a court appearance as a witness in any case connected with the teacher's employment by the Board not provided in Section 15.08, B above, whenever the teacher is subpoenaed to such proceedings.

15.19 Compensatory time

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

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

15.20 Effective with the 2022-23 school year, if a member exhausts their personal sick bank due to their extended medical leave or adoption (lasting a minimum of 20 work days), the member will have one day deposited into their personal sick bank for every subsequent month worked (30 calendar days) up to a total of six months/six days over the course of two school years, if necessary. The days added to the personal bank under this provision will be deducted from the Sick Leave Bank, Article 16. Use of this provision will be limited in accordance with Article 16.04 of Master Agreement. Unless mutually agreed upon to continue, this provision will sunset upon expiration of this collective bargaining agreement. This provision may be used once by a member for the duration of this contract.

ARTICLE 16 - SICK LEAVE BANK

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

- 16.01** Each teacher will donate one (1) day of his/her sick leave to the bank whenever the bank balance drops below eight hundred (800) days. This donation could be at the start of the year, and/or during the year.
- 16.02** A teacher terminating employment will not be permitted to withdraw the contributed days.
- 16.03** The first thirty (30) work days of illness or disability as described in the **Leaves of Absence with Pay** Article, will not be covered by the Bank but must be covered by the person's own accumulated sick leave or by absence without pay. While drawing sick leave benefits a teacher cannot be receiving any other pay from the Board.
- 16.04** A teacher may draw up to 180 days from the Sick Leave Bank for the same illness in a two (2) school year period of time. If there is a reoccurrence of the same illness, additional days may be drawn from the Sick Leave Bank to the limit necessary to fill the elimination period to qualify for long term disability. The lifetime maximum for the sick bank is 180 days regardless of whether it is for the same illness or the number of years over which the sick bank years are drawn.
- 16.05** Teachers withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member to the Bank.
- 16.06** The Bank will be controlled by a committee composed of two teachers selected by the Association, and two administrators selected by the Superintendent. Final authority to grant or deny Bank benefits rests with the committee. Interpretation of the Bank policy will rest with the Board.
- 16.07** A teacher drawing from the Bank will receive eighty percent (80%) of his/her regular base contract pay.
- 16.08** A Board appointed physician will determine the extent of convalescence and ability to return to work.
- 16.09** In case of alleged abuse of the Bank, the Board will have the right to investigate and take appropriate action.
- 16.10** When a teacher stops drawing days from the Bank and returns to duty, and his/her personal Bank balance is zero, the teacher's personal Bank will be re-established at the pro-rated rate of one half (1/2) day per month for the balance of the school year.
- 16.11** A teacher who wishes to draw days from the Bank will notify the Human Resource Department that he/she is in need of days from the Bank. The Human Resources Department will provide the teacher with the necessary forms. The teacher will provide the Sick Bank Committee with a doctor's letter stating the general nature of the illness or disability and the estimated time the teacher will be off work. The teacher will also supply other relevant information as may be requested by the Committee.
- 16.12** Accumulated unused sick days over one hundred fifty (150) days for which teachers are not compensated (**Severance Pay** Article) at the time of termination will be added to the Sick Leave Bank. In addition one-half of the accumulated unused sick days under seventy-one (71) for which teachers are not compensated (Severance Pay Article) at the time of termination will be added to the Sick Leave Bank.
- 16.13** Teachers that have been injured on the job and are drawing Workers Compensation benefits are not eligible for the Sick Bank Benefits.

ARTICLE 17- SABBATICAL LEAVE POLICY

- 17.01** Sabbatical leaves of absence may be granted to any teacher. The granting of such leave is subject to the approval of the Board upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the District will benefit.
- 17.02** The rules and regulations of the Rochester Sabbatical Leave Program are authorized and will be interpreted in accordance with the following Michigan Statutory Provisions and any amendments thereto:
- A. After a teacher has been employed at least seven (7) years by the Board and at the end of each additional period of seven (7) or more years of employment, the Board may grant said teacher a sabbatical leave for professional improvement not to exceed two (2) semesters at any time. During said sabbatical leave, the teacher will be considered to be an employee of the Board, will have a contract, and will be compensated as provided herein.
 - B. Teachers on sabbatical leave will be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Michigan Public School Employees' Retirement System (MPSERS).
- 17.03** Any teacher who will meet the qualifications will be eligible to apply for sabbatical leave for the subsequent year. A teacher may apply for sabbatical leave subject to the following conditions and requirements:
- A. Applicant must have completed seven (7) years of satisfactory service as an employee of the Board.
 - B. Subsequent sabbatical leaves may be authorized after eligibility has been re-established by service on an additional seven (7) years of satisfactory service as an employee.
 - C. A maximum of five (5) semesters per year, not to exceed three (3) teachers, may be granted sabbatical leave each year. Insofar as possible, a proportionate division of leaves will be granted to various groups of teachers.
 - D. A sabbatical leave may be granted for a period of not less than one (1) full term or semester; not more than two (2) consecutive semesters or three (3) consecutive terms.
 - E. As a condition of receiving final approval of a sabbatical leave, a teacher will file with the Secretary of the Board a written agreement stipulating that he/she will remain in the service of the Board for a period of two (2) years after the expiration of said leave. (See the following sections for conditions governing default of this Agreement.)
 - F. A minimum of seven (7) years must elapse between sabbatical leaves.
- 17.04** The following additional conditions will prevail with reference to applications for sabbatical leave;
- A. Approval of a sabbatical leave by the Board will be contingent upon securing a teacher qualified to assume the teacher's duties.

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

17.05 Requirements and status while on sabbatical leave are defined as follows:

- A. The compensation for the teacher on sabbatical leave will be one-half (1/2) of the teacher's base teaching salary he/she would receive if on active teaching status for the period in which the leave is effective.
- B. Payment of salary to a teacher on sabbatical leave will be made in accordance with the provisions of the Board for payment of salary to other teachers.
- C. The term of sabbatical leave will entitle a teacher to an automatic salary schedule increment at the beginning of the next full year of school following his/her return to service in the system.
- D. A sabbatical leave granted to a teacher will also operate as a leave of absence without pay from all other school activities.
- E. Payment of full cost of hospitalization, option to health, dental care, and vision care for the teacher on sabbatical leave will be in accordance with the school Board Policy of the active teaching status for the period in which the leave is effective.

17.06 Sabbatical leave may be granted for the following purposes:

- A. For work on advanced degree.
- B. Independent research which must be under the supervision of the Board or an accredited college or university.

C. Any other reasons, such as travel or writing, must be approved by the Superintendent.

17.07 Any teacher on sabbatical leave will furnish as many reports as the Superintendent deems necessary or reasonable to determine that the teacher is fulfilling the agreement and all the requirements of the leave. In the event that the Superintendent will find that the teacher is not fulfilling the agreement and or is dilatory in any respect, the entire sum paid to the teacher by the Board will become due, and in future, payments will cease. A teacher will not be considered as having completed the requirements of the sabbatical leave until a final report has been approved by the Superintendent. At his/her discretion, the Superintendent may require proof that the program as presented by the teacher has been followed. When approved by the Superintendent, these final reports will be transmitted to the Board.

17.08 Status upon returning from sabbatical leave:

A. Each teacher must agree to return to service with the Board immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note will stipulate that the failure of the teacher to provide such service will result in the obligation to reimburse the Board a proportional part of the salary paid to him/her during sabbatical leave determined by the fraction of the two (2) years not served following the leave. This indebtedness is to be discharged within a period of one (1) year. The provisions of this paragraph may be waived at the discretion of the Board.

17.09 Miscellaneous:

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

ARTICLE 18- GRIEVANCE PROCEDURE

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

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

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

- 18.04** Step One: Within fifteen (15) working days of the time a grievance occurs, the teacher/Association had knowledge of a claimed grievance or when the teacher/Association should have reasonably known of a claimed grievance the teacher/Association will present the grievance in writing to the appropriate administrator. The grievance will be on the grievance form "Statement of Grievance" or a reasonable facsimile and signed. The "Statement of Grievance" will name the teacher, identify all the provisions of this Agreement alleged to have been violated by the appropriate reference, will state the contention of the teacher/Association with respect to these provisions, will indicate the relief requested and will be signed by the teacher/Association.

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

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

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

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

- 18.07** Powers of the Arbitrator:

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

- A. He/she will have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. He/she will have no power to establish salary scales or change any salary unless it is found that a teacher has been improperly placed on the existing salary schedule.
- C. He/she will have no power to rule on the following:
 - 1. The termination of services or failure to re-employ any teacher to a position on the co-curricular schedule.
- D. He/she is not empowered to change any practice, policy, or rule of the Board that is not in violation of this Agreement. He/she will not substitute his/her judgment for the Board's judgment

as to the reasonableness of any Board practice, policy, rule, or actions. His/her power is limited to deciding whether the Board has violated any term or condition of this agreement. The existence of a Board practice, policy, rule or actions does not absolve the Board from its obligations provided by this Agreement. He/she will not imply obligations, and conditions binding upon the Board not found in this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

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

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

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

- 18.08** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent. If either party finds it impossible to meet the maximum number of days indicated at any of

the steps, then that party will give the other party written notice that a five (5) working day extension is necessary to prepare the case for the next hearing. As soon as a party discovers that the time limits provided hereinafter have been violated, then that party will so notify the delinquent party, the Chief Human Resource Officer, and the Association Executive Director in writing. After notification, a five (5) work day "grace" period will commence. Failure to respond within the maximum number of days indicated at any level (plus the five (5) work day "grace" period extension) will result in the delinquent party losing the grievance. The time limits specified may, however, be extended by mutual agreement in writing.

- 18.09** It will be the general practice of all parties to process grievances during times which do not interfere with or cause interruption of the students' educational program. Release time will be granted only upon mutual consent of the teacher, the Association, and the Superintendent. Such release time will be without loss of pay to the extent required for such participation in actual meetings with the Administration.
- 18.10** A grievance may be withdrawn at any step without prejudice and without precedence.
- 18.11** In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state the purpose of the visit immediately upon arrival.
- 18.12** The filing of a grievance will in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to the final decision on the grievance.
- 18.13** Any party in interest may be represented at all stages of this grievance procedure by a person of his/her own choosing, except that he/she may not be represented by an officer, member, or representative of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association will be given advance written notice and will have the right to be present and to state its views at all stages of this grievance procedure. Either party at any level may be represented by counsel, but reasonable notice will be given to the other party in advance that counsel is to be present.
- 18.14** The parties may agree to waive any step of the grievance procedure.

ARTICLE 19 - NO STRIKE

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

ARTICLE 20 - PROFESSIONAL IMPROVEMENT

- 20.01** The parties support the principle of continuous training of teachers. This may include participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.
- 20.02** The Board agrees to provide necessary funds for teachers who desire to attend professional conferences, in-service or staff development. The Board will offer/provide to teachers given new teaching assignments, opportunity for in-service or staff development.
- 20.03** Expenses submitted on a conference form and approved by the Administration will be provided.

- 20.04** A teacher attending such conferences and meetings will be granted sufficient leave time to attend without loss of compensation. The teacher will, upon request, submit a written or oral report regarding such conferences.
- 20.05** A teacher who enrolls in a Rochester Community Schools Community Education course which is related to their present or future teacher teaching assignment, will be allowed to attend tuition-free. To qualify for this benefit, the teacher must submit a request to the Superintendent/designee detailing how the specific course relates to the teacher's present or future employment with the Board.
- 20.06** The Association and Board agree to the following methods for meeting state required professional development hours for teachers.
- A. It is understood that during the first 3 years of his or her employment in the classroom, a new teacher will be inducted into teaching by participating in at least ninety (90) hours of professional development per Section 1526 of the Michigan School Code. The Board agrees to provide support for meeting this requirement by allowing for the necessary release time in order to participate in the Intermediate School District's New Teacher Support Center or any comparable professional development opportunity as determined by the teacher in consultation with his/her immediate supervisor. Funds for such programs will continue to be provided by the School District unless other arrangements are made.
 - B. Compliance with Section 1527 of the Michigan School Code will be met by combining any of the following professional development opportunities to total a minimum of 30 hours. Part-time teachers will have this amount prorated per their partial assignment.
 - 1. Calendar designated professional development dates. Part-time/shared time teachers will attend a minimum number of calendar designated professional development sessions that will equal the same percentage as their contract percentage.
 - 2. Voluntary participation in any professional development offered by the district's Department of Curriculum and Instruction, or curriculum-based activities offered by professional organizations, during the summer recess after June 30 of any calendar year and to be credited toward the upcoming school year.
 - 3. As approved by a teacher's immediate supervisor or the Department of Curriculum and Instruction department at a time during which a substitute teacher and release time are provided so that staff might acquire professional development that meets their professional and/or instructional program needs.
 - 4. Teachers will report their participation in professional development experiences through the KALPA program. The district will provide the necessary information and support to facilitate the registering of appropriate information regarding the teacher's participation in professional development experiences.
 - C. It is expressly understood that whether the professional development experience is funded by the district or not has no bearing on its qualification for meeting state required professional development hours unless otherwise determined by the State Department of Education.
- 20.07** The Board will make every effort to publish a schedule of building, district and personal Professional Development programs early in the fall to insure that the staff will have the opportunity to design a Professional Development Program for the year.

ARTICLE 21 - PROFESSIONAL STUDY COMMITTEES

- 21.01** The Board and the Association recognize the value of cooperative effort involving members of the Administration and teaching staff in many areas of professional improvement.
- 21.02** Professional Study Committees:
- A. Suggestions concerning areas for professional study may be initiated by either the Administration or the Association.
 - B. Professional study committees may be appointed jointly by the Administration and the Association.

ARTICLE 22 - BENEFIT PROTECTION

- 22.01** A group term death benefit in the amount of \$50,000 will be carried on all teachers. The death benefit will have an accidental death or dismemberment rider and a waiver of premium rider.
- 22.02** The group term death benefit will begin with the next enrollment period of the benefit carrier, when the teacher has: 1) properly completed the necessary forms, and 2) actually begins employment. Such benefit will terminate when the teacher terminated his/her employment. By October 1st of each year, the Board will prepare and forward to the Association a list of teachers not covered.
- 22.03** Health: The Board agrees to provide, upon request by the teacher, the following:

MEDICAL

	Option 1 BCBSM—PPO		Option 2 BCBSM— CDHP	
	In- Network	Out-of-Network	In-Network	Out-of-Network
Deductible - per calendar year	\$500 per member \$1,000 per family	\$1,000 per member \$2,000 per family	\$1,400 per member \$2,800 per family <small>The full family deductible must be met under a two-person or family contract before benefits are paid.</small>	\$2,800 per member \$5,600 per family
Annual Employer Funding to HSA	None	None	\$700 for individual \$1,400 for family	
Flat-dollar Copays	\$20 copay for: Urgent Care Office Visits \$150 copay for: Emergency Room	\$150 copay for: Emergency Room	None— all services subject to deductible and coinsurance	None— all services subject to deductible and coinsurance
Coinsurance Amounts (Percentage)	Plan Pays 90% Member Pays 10% (most services)	Plan Pays 70% Member Pays 30% (most services)	Plan pays 100% Member pays 0%	Plan pays 80% Member pays 20%
Coinsurance Maximum (per calendar year)	\$1,000 per member \$2,000 per family	\$2,000 per member \$4,000 per family	None	None
Annual Out-of-Pocket Maximum <i>Includes deductible, flat-dollar copays (medical and prescription) and coinsurance combined. Once met, plan pays 100% for all services.</i>	\$4,000 per member \$8,000 per family	\$8,000 per member \$16,000 per family	\$2,250 per member \$4,500 per family	\$4,500 per member \$9,000 per family
Lifetime Maximum	Unlimited		Unlimited	

Preventive Services	Option 1 BCBSM PPO		Option 2 BCBSM CDHP	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Health Maintenance Exam - one per calendar year	100%	Not Covered	100%	Not Covered
Routine Physical Related Test , X-Rays, EKG and lab procedures performed as part of the health maintenance exam	100%	Not Covered	100%	Not Covered
Annual Gynecological Exam - one per calendar year, in addition to health maintenance exam	100%	Not Covered	100%	Not Covered
Pap Smear Screening - one per calendar year	100%	Not Covered	100%	Not Covered
Mammography Screening - one per calendar year	100%	70% after deductible	100%	80% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	100%	Not Covered	100%	Not Covered
Colonoscopy (Routine or Medically necessary) - one per calendar year Note: Subsequent colonoscopies performed during the same calendar year are subject to deductible and coinsurance	100% (first billed colonoscopy) 90% after deductible (subsequent colonoscopies)	70% after deductible	100%	80% after deductible
Well Child Care 8 visits, birth through 12 months 6 visits, 13 months - 23 months 6 visits, 24 months - 35 months 2 visits, 36 months - 47 months Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.	100%	Not Covered	100%	Not Covered
Immunizations — pediatric and adult	100%	Not Covered	100%	Not Covered
Fecal Occult Blood Screening — one per calendar year	100%	Not Covered	100%	Not Covered
Flexible Sigmoidoscopy Screening - one per calendar year	100%	Not Covered	100%	Not Covered
Physician Office Services				
Office Visits —Primary & Specialty	100% after \$20 copay	70% after deductible	100% after deductible	80% after deductible

MEDICAL, CONTINUED

	Option 1 BCBSM PPO		Option 2 BCBSM CDHP	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Emergency Medical Care				
Hospital Emergency Room — Qualified medical emergency	100% after \$150 copay ; copay waived if admitted or for an accidental injury	100% after \$150 copay ; copay waived if admitted or for an accidental injury	100% after deductible	80% after deductible
Urgent Care Services	100% after \$20 copay	70% after deductible	100% after deductible	80% after deductible
Ambulance Services - Medically Necessary Transport	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Diagnostic and Therapeutic Services				
MRI,MRA, PET and CAT Scans and Nuclear Medicine	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Diagnostic Tests, X-rays, Laboratory & Pathology	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Radiation Therapy and Chemotherapy	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Maternity Services Provided by a Physician				
Prenatal and Postnatal Care	100%	70% after deductible	100% after deductible	80% after deductible
Delivery and Nursery Care	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Hospital Care—Non-emergency services must be rendered at a participating hospital				
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies— Unlimited days	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Inpatient Medical Care	90% after deductible	70% after deductible	100% after deductible	80% after deductible

MEDICAL, CONTINUED

	Option 1 BCBSM PPO		Option 2 BCBSM CDHP	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Alternatives to Hospital Care				
Hospice Care — up to 28 pre-hospice counseling visit before electing hospice services; when elected, four 90 day periods	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Home Health Care – must be medically necessary, unlimited visits	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Home infusion therapy – must be medically necessary	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Skilled Nursing — Limited to 120 days per member per calendar year	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Clinical Trials (certain conditions apply)	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Surgical Services				
Surgery (includes related surgical services)	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Pre-surgical consultations	100%	70% after deductible	100% after deductible	80% after deductible
Sterilization – (excludes reversal)	Male- 90% after deductible Female– 100%	Male-70% after deductible Female– 70% after deductible	100% after deductible	80% after deductible
Elective Abortions (Not covered except in limited circumstances.)	Not covered	Not covered	100% after deductible	80% after deductible
Human Organ Transplants				
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100%	100%	100% after deductible	80% after deductible
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Specified oncology clinical trials	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Kidney, Cornea, and Skin Transplants	90% after deductible	90% after deductible	100% after deductible	80% after deductible

MEDICAL, CONTINUED

Mental Health and Substance Abuse Services

Inpatient Mental Health and Substance Abuse Care – Unlimited days	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Care – Unlimited visits	90% after deductible	70% after deductible	100% after deductible	80% after deductible

Other Services

Outpatient Diabetes Management Program (ODMP)	90% after deductible	70% after deductible	100% after deductible	80% after deductible
Chiropractic Spinal Manipulation— 24 visit maximum per benefit period	100%	70% after deductible	100% after deductible	80% after deductible
Durable Medical Equipment	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Prosthetic and Orthotic Devices	90% after deductible	90% after deductible	100% after deductible	80% after deductible
Private Duty Nursing	50% after deductible	50% after deductible	100% after deductible	80% after deductible
Allergy Therapy and Testing	100%	70% after deductible	100% after deductible	80% after deductible

Therapy Services

Physical, Occupational and Speech Therapy Limited to 60 combined visits per plan year. Services are covered when performed in the outpatient department of the hospital, or approved freestanding facility. Physical therapy is also covered in an independent therapist's office.	90% after deductible	70% after deductible	100% after deductible	80% after deductible
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Autism Spectrum Disorders, Diagnosis and Treatment

Applied behavioral analyses (ABA) limited to a visit maximum of 25 hours per week Outpatient physical therapy, nutritional counseling for autism spectrum disorder – through age 18 Other covered services, including mental health services, for Autism Spectrum Disorder	90% after deductible	70% after deductible	100% after deductible	80% after deductible
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In addition, a Summary of Benefits and Coverage (SBC) which summarizes important information about the District’s medical plan in a standard format is available at <https://www.rochester.k12.mi.us/about-us/departments/human-resources/benefitsmainjuryreporting>



PRESCRIPTION DRUGS

	Option 1 BCBS PPO In- Network	Option 2 BCBS CDHP In-Network
Retail - 30 day supply	\$5 copay for generic drugs \$35 copay for brand name drugs \$50 copay for brand non-preferred	\$10 copay for generic drugs* \$40 copay for brand name drugs* \$80 copay for brand non-preferred* *after deductible
Retail - 90 day supply	\$5 copay for generic drugs \$35 copay for brand name drugs <i>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay</i>	
Preventive Rx	Same copays as above	100%, no deductible Complete list available at bcbsm.com
Mail Order- 90 day supply	2x copay	2x copay after deductible
Additional Services Oral and Injectable Contraceptive Smoking Cessation Drugs	Covered – Limitations Apply Covered – Limitations Apply	Covered – Limitations Apply Covered – Limitations Apply
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – Limitations Apply

Specialty Drugs

Specialty drugs are prescription medications that require special handling, administration, or monitoring. These drugs are used to treat complex, chronic and often costly conditions, including asthma, cancer, multiple sclerosis, rheumatoid arthritis, Hepatitis, Chronic Kidney Failure and other conditions. A list of specialty drugs is available online at bcbsm.com. If your medication is included in the Specialty Drug Guide you can:

- Get your prescription drugs delivered to your home by mail ordering them through Walgreens Specialty Pharmacy (formerly known as Option Care), our specialty drug vendor. Download the Specialty Drug Brochure for ordering instructions, or call Walgreens Specialty Pharmacy at 1-866-515-1355 to order.
- Fill your prescription at a retail pharmacy. Not all pharmacies will dispense

specialty drugs, so call your pharmacy to verify that they will fill your prescription.

- If filling your prescription at a retail pharmacy outside of Michigan, you must make sure the pharmacy you will be using participates in the out-of-state specialty pharmacy network.

Specialty drugs are only available in a 30 calendar day supply, whether you choose to fill them at a retail pharmacy or through mail order. BCBSM may limit the initial quantity of select specialty drugs (15 calendar days). Your copay will be reduced by one-half for this initial fill.

Mandatory Generic Program

The mandatory generic program requires that prescriptions be filled with a generic product, if available.

- If the doctor writes a prescription for a brand drug when a generic alternative is available, the pharmacy will dispense the generic drug and you will pay the generic copay.
- If you request the brand name drug, you will pay the brand name copay and the cost difference between the brand name and generic drugs.
- If the doctor writes 'Dispense as Written" (DAW) on the prescription, the pharmacy will dispense the brand name drug and you will pay the brand name copay and the cost difference between the brand name and generic drugs.

22.04 The Board may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 of 2011 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking health insurance through the School District shall make the monthly contributions toward the cost of that health insurance in the amount of twenty percent (20%) of the cost of that health insurance as defined in PA 152, and payroll deductions are authorized for this purpose.

22.05 If the teacher has any type of fully paid, full-family hospitalization policy coverage which is equal to or better in coverage than that offered by the Board in Section 22.03, above, the teacher involved will not be eligible for full-family hospitalization coverage with the Board. Equality of policy, if questioned, will be determined by a benefit committee composed of one (1) teacher representative appointed by the Association, and one (1) administrator appointed by the Superintendent and one (1) Board member appointed by the president of the Board. In all cases the determination of this committee will be final and non-grievable. Question of equality of policy must be submitted by October 1st of each school year. It is understood that double coverage is prohibited. In the event a teacher fails to notify the Department of Human Resources of double coverage and received dual payment of hospitalization benefits, the teacher will be ineligible for any hospitalization benefit paid for by the Board for a period of one (1) year. If requested by the Department of Human Resources each teacher will be required to certify, in writing, that they do not have double coverage of hospitalization.

22.06 Long Term Disability Policy: The Board will provide long term disability income to cover all regular teachers under the age of 65, working at least fifteen (15) hours per week after the first 330 calendar days of illness or disability. Such policy will not exceed payment of 2/3 of his/her regular salary at time of illness or disability, subject to maximum benefit of five thousand dollars (\$5000.00) per

month, and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any earned income. Said compensation, as described above, is subject to the terms of the contract with the respective carrier.

22.07 Dental Coverage: Teachers employed on a full-time, full-year basis will be eligible for the dental plans provided by the Board for said teachers and all eligible dependents. The coverage will be: Class I - 100%, Class II - 80%, Class III - 60%, with an annual maximum of \$1900) and a Class IV lifetime maximum on orthodontics of \$1900) or the preferred provider option. Examinations are a Class I benefit. The benefit year is January 1 through December 31. Unmarried children who are full-time students and dependent on the teacher for support will be eligible for family member benefits through the calendar year the dependent becomes age twenty-six (26).

22.08 Vision Coverage: The Board agrees to provide a BCBS/Heritage Vision insurance plan summarized in on the HR webpage on the district website.

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

A. Alternate Benefit Plan:

1. An additional Death Benefit \$50,000.00 A D & D.
2. Beginning with open enrollment in 2014, should the number of teachers who opt out of the Board provided health insurance drop below 100, the amount paid will be reduced to \$75 per month for those declining single coverage and \$160 per month for those declining two-person or family coverage. On or before January 15th of each year, the Board will inform the Association of the number of teachers who have availed themselves of this option.

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

The choice is in lieu of health care insurance as described in Section 22.03 of this Master Agreement.

Rules:

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

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

22.11 Hospital, vision, and dental coverage will be provided to all regular part-time teachers if they pay the prorated premium costs through payroll deduction.

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

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

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

22.14 General Policy Provisions:

- A. The terms of any contract or policy issued by a carrier hereunder will be controlling as to all matters concerning benefits, eligibility, and termination of coverage, and other related matters.
- B. The Board, by payment of the premium payments, will be relieved from all liability with respect to the benefits provided by the benefit carriers as above described. The failure of a carrier to provide any of the benefits for which it has contracted, for any reason, will not result in any liability to the Board or the Association nor will such failure be considered a breach by either of them of any obligation under this Article.
- C. Differences between employees or beneficiaries of employees and any carrier will not be subject to the grievance procedure. However, the Board will exert every effort to assist in resolving such problems.

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

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

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

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

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

D. The Association Council and the Board must both approve the new proposal before it can be implemented.

22.19 The Board agrees to maintain an Employee Assistance Plan (EAP). The EAP will provide employees, their dependents and household members a free and confidential 24/7 help/counseling line as well as opportunities for additional counseling within the plan guidelines.

22.20 Unmarried children who are full-time students and dependent on member support will be eligible for family member benefits for health through the calendar year the dependent becomes age twenty-six (26) in accordance with the law.

ARTICLE 23 - PROTECTION OF TEACHERS

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

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

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

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

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

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

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

- 23.08** When a complaint regarding child abuse and neglect is lodged against a teacher, the administration will notify the teacher and/or the Association as soon as possible unless directed otherwise by the Protective Services and/or the police. The teacher will be provided an opportunity for Association representation as per the **Teacher Rights** Article 6 when the complaint is brought to the teacher's attention. The Association representative will normally be the Executive Director or president.
- 23.09** The Board and Association recognize and support the right of parents or legal guardians to observe instruction in their child's classes. It is important for parents to be interested and involved in their child's education. In order to protect the rights of all children in the classroom the following guidelines have been established to assist parents who may wish to observe classroom instruction.
- A. Requests to observe classroom instruction are to be submitted in writing, to the building principal, five (5) school days in advance of the requested date.
 - B. Parents or legal guardians are permitted to observe in their own child's class only.
 - C. Recording devices are prohibited, unless prior arrangements have been made and permission is granted in writing.
 - D. Placement or seating of the parent/guardian will be at the discretion of the teacher.
 - E. Observers will not challenge the lesson or any portion of it during class or in front of other students.
 - F. Questions/comments should be directed to the classroom teacher at a time convenient to the teacher. Parents must not interrupt instruction.
 - G. No personal questions about students will be answered.
 - H. Disclosures (if applicable) must remain confidential.
- 23.10** Teacher, the teacher and/or Association will be made aware of the nature of the request and the materials requested prior to forwarding the materials to the person(s) making the request. If the teacher requests copies of the FOIA requested materials they will be provided.
- 23.11** The Board and the Association recognize the right of teachers to work in a non-threatening environment. To that end, the Administration will continue to lend all support to any teacher who is being harassed or threatened by a parent/student.

ARTICLE 24 - BASIC SALARIES

- 24.01** The salaries of teachers covered by the Agreement are set forth in the **Appendix A** which is attached to and made a part of this Agreement. Such salary schedule will remain in effect during the designated period of the Agreement.
- 24.02** When a person has completed certification and has met all requirements for his/her degree, but does not receive his/her diploma until a later date, he/she will be placed on the appropriate degree step on the salary schedule. Credits so claimed will be substantiated by a certified statement from the institutions from which they were earned.

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

by October 1st of the first semester for the first semester consideration and by February 1st for the second semester consideration.

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

- A. 26 pays: 26 checks will be paid, one each bi-weekly payroll period year round.
- B. 21 pays: 21 equal checks will be each bi-weekly payroll period during the school year.
- C. Any teacher who wishes to make a change in their payroll payment schedule must notify the Payroll Department, in writing by June 1st to have the change implemented for the following school year.
- D. At the teacher's request, pay checks will be directly deposited in any of the designated banking institutions.
- E. See **Pay Dates Appendix E** for scheduled pay dates.

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

24.05 Salary Schedule Application:

- A. BA+20: for a teacher to be placed on the BA+20 salary track the 20 semester hours or equivalent must be in an approved plan.
- B. MA+15: for a teacher to be placed on the MA+15 salary track the 15 semester hours or equivalent must be taken after the completion of the requirements for a Master's Degree. Beginning February 1, 2022, special education ancillary staff with a Master's Degree that was conferred with 50-59 credits will be placed in the MA+15 salary track.
- C. Specialist: teachers who possess two (2) Masters' Degrees in their teaching field may, following application and approval of the Department of Human Resources, be placed on the Specialist Schedule.

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

A teacher who has earned her/his National Board Certification (NBCT) prior to May 1, 2019 or a teacher who earns her/his NBCT following this date, but who can show evidence of beginning the program prior to May 1, 2019, will be paid on the Specialist salary lane. Any teacher earning her/his NBCT subsequent to this date will advance one lane (at the same Step unless an annual advancement is applicable) on Salary Schedule – Appendix A. Any teacher who moves to the Specialist salary lane due to NBCT but allows her/his certification to lapse will return to their salary lane prior to NBCT.

- D. New hires may be placed on the salary schedule commensurate with their experience.

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

Beginning with the 2022-23 school year, a longevity payment of \$1750 will supplant the retention payment listed in Article 24.07 for those members who meet the following service time requirements: A longevity payment of \$1750 will be paid beginning with the 19th year of REA service; a \$2000 longevity payment will be paid beginning with the 21st year of REA service; a \$2500 longevity payment will be paid beginning with the 26th year of REA service. Payments will be pro-rated by FTE.

For teachers hired prior to July 1, 2014, experience at an accredited K-12 school prior to current hiring by the Board will be credited for longevity placement at the rate of one (1) year credit for one (1) year of work in Rochester. Teachers hired after July 1, 2014, will be given credit only for teaching service to Rochester Community Schools.

24.07 Effective with the 2022-23 school year, a retention payment of \$500 will be paid beginning with the 8th year of REA service; a \$1000 retention payment will be paid beginning with the 12th year of REA service; a \$1250 retention payment will be paid beginning with the 15th year of REA service. Payments will be pro-rated by FTE. This payment will be made the final pay in June.

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

24.09 Each full-time teacher will be allocated supplementary funds for the purchase of instructional supplies in the amount of \$80.00 annually. Teachers working less than full-time will receive a pro-rated amount based upon their individual FTE. The teacher will provide receipts on a form developed by the District and submit that to the Business Office in order to be reimbursed. Occupational/Physical Therapists, Speech and Language Pathologists, School Psychologists, and/or Social Workers who are required to hold a separate annual license or certificate in order to bill insurance companies for services provided as a RCS employee (such as Medicaid) will be reimbursed for this license or certificate fee up to \$250 annually with proof of fee payment. This provision concludes at the end of the 2021-22 school year.

24.10 Effective with the last pay annually, all full-time teachers who are members of the bargaining unit on that date and who contribute monies to a 403(b) tax sheltered annuity, shall receive a matching contribution to a 403(b) tax sheltered annuity, up to a maximum of seven hundred fifty dollars (\$750). The matching contribution will be based upon the teacher's contributions from the first pay of the contractual year through the last pay in May. This amount shall be pro-rated for all part-time teachers who remain members of the bargaining unit on that date. It is expressly understood that this is a pre-tax contribution and shall not apply towards Michigan Public Schools Employees Retirement System (MPERS). Employees contributions will be payroll deducted per Article 6.04.

ARTICLE 25 - SEVERANCE PAY

- 25.01** A teacher who has been employed by the Board for five (5) or more years and who retires, resigns, or dies will be compensated for unused sick leave. The teacher will receive fifty-two dollars (\$52.00) for each sick leave day accumulated over fifty (50) up to a maximum of seventy (70) days. The teacher will receive seventy-seven dollars (\$77) for each sick leave day accumulated between seventy-one (71) and one hundred fifty (150) days.
- 25.02** The Board will provide a Special Pay Plan (IRS Section 403 (b) for each member who retires, resigns, or dies. There will be no cost to the member for this benefit. The qualifications are:
- A. The member must be fifty-five (55) years of age or older on December 31 of the year in which he/she retires.
 - B. The member must have been employed by the District for more than five (5) years
 - C. The Special Pay Plan amount must exceed \$1,000.

ARTICLE 26 - RESERVE TEACHER

- 26.01** The parties agree that a teacher who has been placed on layoff will be eligible for reserve teacher positions. These teachers will be members of the bargaining unit.
- 26.02** The calendar for Reserve Teachers will follow the school calendar in this Agreement with the following modifications:
- A. Reserve teachers' employment will begin on the first student day.
 - B. Reserve teachers' employment will end on the last student day.
 - C. Participation in parent/teacher conference days, employment on record days and participation in in-service sessions may be authorized by the Superintendent/designee.
- 26.03** It is understood by the parties that said teacher would not lose his/her place on the recall list. Should a position become available with the Board, the reserve teacher, if certified, will be offered the position according to his/her placement on the recall list.
- 26.04** It is understood by the parties that reserve teachers will be immediately released to accept other employment, should it be offered to them.
- 26.05** Reserve teachers will be assigned:
- A. Substituting assignments for a teacher.
 - B. Assisting a teacher in the performance of their responsibilities as assigned by the immediate supervisor including:
 - 1. general supervision of students;
 - 2. assisting teachers in the instruction of classes or small groups;
 - 3. performing non-teaching duties regularly performed by classroom teachers;

4. working in media centers or libraries.

- 26.06** Seniority will be granted to these teachers in accordance with this Agreement.
- 26.07** The time worked by the reserve teacher will count toward salary schedule increment in the event the teacher is recalled to regular status.
- 26.08** The reserve teacher will earn one day of paid sick leave per month worked. Up to five (5) sick leave days may be borrowed against the first five (5) months. The reserve teacher may take up to five (5) days unpaid leave during the year with the approval of the Chief Human Resource Officer. The teacher's sick leave bank, prior to layoff, will be frozen and if the teacher returns from layoff, the frozen days and accumulated reserve teacher sick leave days will be added to the sick bank.
- 26.09** Hospitalization benefits will be covered on single subscriber rate for those who cannot be covered through a spouse. The reserve teacher may elect to pay for up to full-family hospitalization benefits.
- 26.10** The reserve teacher rights will be limited to the conditions of this Article when making a claim that there has been a violation, misinterpretation, or misapplication. Such claims will be processed in accordance with the provisions of the **Grievance Procedure** Article.
- 26.11** These teachers will, under no circumstances, be utilized in a fashion to avoid employment of a fully contracted teacher for a regular position.
- 26.12** Refusal by a laid-off teacher to accept a reserve teacher position will not cause said teacher's claim for Unemployment Compensation to be challenged.
- 26.13** These teachers will be compensated at the rate of twenty-two thousand dollars (\$22,000.00) annually.
- 26.14** The annual reserve teacher salary will be reduced by the amount of any Unemployment Compensation received by the individual teacher between the last day of the school year preceding the date of signing an individual contract and the date the teacher begins working as a reserve teacher.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

- 27.01** If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers will be found contrary to law, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 27.02** Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. The Association recognizes and acknowledges the importance of the distribution and collection of Intent to Return Forms as may be distributed by the Board in early spring. The Association supports the concept that the teacher has an ethical responsibility to guarantee that the information as collected on the intent to return forms is reliable and can be used by the Board with complete confidence.
- 27.03** Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved professional personnel are encouraged to jointly and democratically develop solutions to the common problems that are not inconsistent with State/Federal law, Board policy and this Agreement.

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

27.05

- A. All District curriculum adopted, or in place prior to July 1, 1996, will remain in effect after July 1, 1996. After July 1, 1996, existing curriculum may be modified and new curriculum may be adopted only through the established District Curriculum Review Process.
- B. Teachers may serve on Curriculum Review Committees at their own discretion.
- C. The REA President may appoint one (1) teacher to each curriculum committee by notifying the Assistant Superintendent for Instruction of the appointment.

27.06 The following provision shall be applicable only to the extent that Public Act 4 of 2011 is (or becomes) applicable: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

27.07 Bargaining unit members will be eligible for teaching certificate renewal cost reimbursement or one licensure renewal cost reimbursement per cycle.

ARTICLE 28 - ENTIRE AGREEMENT CLAUSE

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

ARTICLE 29 - CONTRACT MAINTENANCE COMMITTEE

29.01 A contract maintenance committee shall be formed consisting of up to six (6) bargaining unit members and six (6) administrators for the purpose of discussing administration matters arising under this collective bargaining agreement. The committee shall not consist of fewer than three (3) members of each party. Additions to the committee may be mutually agreed upon.

ARTICLE 30 - SPECIAL EDUCATION

30.01 The parties recognize that children having special physical, mental, or emotional challenges, as defined by rules 340.1701 to 340.1862 inclusive, may require specialized classroom experiences. In the event that such a child is to be placed in a general education classroom, the following provisions will be made:

- A. The child will be placed in the general education classroom upon the teacher's full knowledge and understanding of the child's special education eligibility.

- B. The teacher will be supplied with adequate paraprofessional and ancillary staff, materials, specialized equipment and consultant services needed for proper education of the child, who is eligible for special education as determined by the Individual Education Planning Team.
- C. At least one of the student's general education teachers will attend the IEPT. Staff members will be notified using shared calendar technology to ensure one will be present. Written notice of the IEPT meeting will be sent to all of the student's parent/s or guardian/s.

- 30.02** Students who are eligible for special education who have been placed in general education classrooms under least restrictive environment or any form of educational mandate will be so placed as per state law and/or state/federal special education regulations. When a certified special education student is placed, the receiving teacher will be provided an opportunity to work collaboratively with that building's special education staff and administrator, to develop an understanding of the student's special needs, develop plans for meeting the special needs, and review how support services will be provided the student as per the IEP (Individual Education Plan). If the teacher, building principal, and/or Director of Student Services or designee believes that inservice would be useful for the classroom teacher and/or building staff, a meeting of the above named parties will take place to decide the nature and scheduling of needed inservice.
- 30.03** Students who are eligible for special education will be equally distributed across grade levels, subject areas, and instructional hours. If clustering students who eligible for special education optimizes learning, the determination to do so will be made with input from administration, caseload teacher, general education teacher and any pertinent ancillary staff. Every effort will be made to minimize the number of students who are eligible for special education in overloaded and/or combination classrooms.
- 30.04** General education teachers assigned a student who is eligible for special education will be provided release time to meet with educational support staff (e.g. teacher consultants, physical therapists, occupational therapists, speech-language pathologists, social workers, psychologists, paraprofessionals, resource teachers, etc.)
- 30.05** If requested, substitutes will be provided for teachers scheduled to have students who are eligible for special education to provide release time to visit sending classroom and/or programs and staff within and/or outside Rochester Community Schools within a reasonable time as the student assignment is determined.
- 30.06** A meeting may be called by the general or special education classroom teacher with the building special education team and the building administrator. The purpose of this meeting will be to discuss the appropriateness of placement and possible schedule adjustments as well as accommodations and support services necessary for the student and teacher. The manner in which the special education teacher and paraprofessional will be utilized in the general education classroom may also be discussed.
- 30.07** The District commits itself to a solution focused approach in supporting students who are eligible for special education during the time they spend in general education classrooms. Special education staff, general education teachers, and appropriate administrators will meet to resolve the issues of planning, materials, and other topics of concern.
- 30.08** Building administrators will seek input from educators who have worked with students who are eligible for special education during the placement process for the next year. These educators may include general education, special education and ancillary staff.

- 30.09** It is strongly recommended that general education and special education teachers review student CA-60 and IEP information as soon as it is available.
- 30.10** Effective with the 2022-23 school year, where practicable, special education ancillary assignments that are split between multiple locations will be at the same level.
- 30.11** Special education and ancillary staff will not be required to attend professional development during scheduled classroom preparation time during staff reporting week. If professional development or training needs to take place outside of the scheduled district professional development that week will be offered asynchronously and be compensated at the ad hoc rate.
- 30.12** Effective with the 2022-23 school year, the district will make every attempt to not schedule a combined level secondary resource class (ELA and Math) in one section. In the event that such a combined class is a possibility, it will be subject to review by representatives of the administration and the Association prior to implementation.
- 30.13** When district level PD is specific to classroom/department level curriculum or instruction, and there is not alternative PD provided, ancillary staff may use the PD hours to work on caseload management.
- 30.14** With the approval of the date and use by building administration, beginning for the 2022-23 school year two (2) half days of release time per school year will be provided to special education staff for case management and IEP activities. One half day of release time will be provided over the second semester of the 2021-22 school year.

**ARTICLE 31 – MENTOR/MENTEE and NEW TEACHER INDUCTION PROGRAM
(NTIP)**

- 31.01** Each year, the principal will seek volunteers to serve as mentors. To the extent possible, the mentor new educator will be in the same subject or grade level.

The building administration will provide an educator new to the profession with a mentor teacher during the new educator’s first three (3) years of employment. No educator will be required to be a mentor. Any educator appointed as a mentor must be a tenured teacher or have five years’ experience.

The building administration will provide an educator new to the district, but not new to the profession, a mentor for a minimum of one year. The rate of mentor compensation will be determined based upon the years of experience the new educator has and the extent of the obligation of the mentor.

- 31.02** No mentor teacher will be assigned to more than three (3) new educators. After consultation with the building administrator, a mentor educator may terminate his/her participation in the mentor program. Should this happen, the building administrator will assign another mentor. After consultation with the building administrator, the new educator may request another mentor.

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

- 31.04** The mentor's evaluation and observation notes of the new educator will be provided only to the probationary teacher. The evaluation and notes will be used only by the probationary teacher for self-assessment and may not be used for any other purpose.
 - 31.05** The mentor will not be used as a witness in any proceeding involving the probationary teacher's teaching performance.
 - 31.06** Each mentor will be required to keep a mentor/mentee log and submit the document to the Office of Human Resources in December and May of each year. Additionally, the mentor may be required to attend training and joint mentor-mentee meetings.
- Mentors will receive an annual stipend of \$250 for each first-year mentee, \$175 for each second-year mentee, and \$125 for each third-year mentee.
- 31.07** The district will provide a New Teacher Induction Program (NTIP) to support teachers new to the teaching profession. Teachers who are in their first through third year of teaching are required to participate in the NTIP program. The opportunities provided through the NTIP program will be considered professional development under the requirements of MCL 380.1527 and shall count toward the required ninety (90) hours in the first three years of teaching. The NTIP program may be offered to teachers in their fourth year of teaching, however participation in the program is not required, but encouraged.
 - 31.08** The district will provide each teacher in their first year of teaching a NTIP Coach who will provide mentorship and coaching to the new teacher throughout the school year. The NTIP Coach will be provided in addition to the Mentor, as set forth in Article 33.01 above.
 - 31.09** NTIP Coaches shall receive a stipend of \$350 per mentee, per school year.

ARTICLE 32 - SITE BASED DECISION

- 32.01** Site Based Decision (SBD) is the process by which the teachers at the work site jointly make decisions affecting their working conditions. Decisions made by SBD Committee will not violate the Agreement. Decisions made by the SBD Committee will be approved by the Association and Board prior to implementation of the decisions.
- 32.02** SBD Committee is an ad hoc committee. The REA Building Representative or the Principal may request the formation of the ad hoc committee for a specific purpose. The purpose will be made known to the Association President and the appropriate Assistant Superintendent for Instruction. If the Association and the Assistant Superintendent for Instruction agree the purpose is appropriate for SBD, the committee will be formed. If the Association or Assistant Superintendent for Instruction does not agree the purpose is appropriate for SBD, no committee will be formed. The Association and Assistant Superintendent for Instruction will attempt to resolve the purpose for which the SBD was requested.
- 32.03** When the SBD Committee has completed its project, the committee will be disbanded. If, in the judgment of the Association or Assistant Superintendent for Instruction, the SBD Committee is unable to complete its project in a reasonable period of time, either the Association or Assistant Superintendent for Instruction may offer assistance to the committee or disband it.
- 32.04** Participation on a SBD Committee is voluntary and will not be a part of a teacher's evaluation, personnel file, or otherwise be used to discipline or reward the teacher.

- 32.05** Decisions of SBD Committee must be approved by 70% of the teachers that will be affected by the decision. Any decision of the committee will be terminated by forty-five percent (45%) of the teachers that are being affected. All decisions of the committee will be for a specific duration not to exceed two (2) school years or a portion thereof. Extensions beyond two school years must be approved by the Association, the appropriate Assistant Superintendent for Instruction, and seventy percent (70%) of the teachers affected by the extension.
- 32.06** SBD Committee will be composed of only employees of the Board. Non- employee consultants may be used with the consent of the committee members. Committee decisions will be by consensus. The chairperson of the committee will be selected by the committee.
- 32.07** SBD Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and Board.
- 32.08** The SBD Committee is free to address any topic affecting school programs or working conditions, but will not address salaries, benefits, or teacher performance.

ARTICLE 33 - PROFESSIONAL DEVELOPMENT

- 33.01** Professional Development will meet the guidelines for Michigan Compiled Law Sections 380.1526 and 380.1527. Professional Development may consist of half days, full days or a minimum of an hour. If school is scheduled to start prior to Labor Day, the Contract Maintenance Committee (CMC) will meet to discuss PD scheduling.
- 33.02** The Building Professional Development Planning Committee (BPDPC) will be composed of teachers chosen by each department/grade level within their building and will also include the building administration. The Committee will identify potential areas/topics for professional development sessions designated as building based per **Appendix D – Calendar**. The Committee will work in collaboration to ensure time will be allocated over the course of the school year for both building and district initiatives. Any individual staff member may attend and participate in meetings as a non-voting participant.
- 33.03** On any partial professional development day at a high school or middle school the building BPDPC will conduct a vote through which a simple majority of the teaching staff voting will determine the preferred schedule.
- 33.04** The Association recognizes that attendance at professional staff development meetings is expected as a part of fulfilling contractual work day obligations. If a teacher misses planned professional development, the hours will be made up with “personal professional development” outside of school hours as approved by building administrator or direct supervisor. Part-time teachers are responsible for a prorated amount of total PD, however, they may participate in all PD activities. Non-classroom staff will be scheduled to participate in professional development with their respective departments if the agenda allows. See Article 7.12 for teacher obligations for missed PD.
- 33.05** Agendas for the professional staff development time will be the responsibility of the BPDPC. Occasional independent work time or various activities related to the professional development of instructional staff will also be permitted.

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

33.07 A District-wide Professional Development Committee will be created. The responsibility of this committee will be to plan all district level professional development, including summer district-wide professional development.

This committee will have REA representation from every school.

33.08 A year-at-a-glance professional development communication will be sent to staff prior to the week it reports. The communication will provide dates of PD and designation of building vs. district level.

33.09 Effective with the 2022-23 school year, ancillary staff and counselors may apply for conference cost reimbursement for conference costs that is applicable to the their licensure or certification and in alignment with district policies for attending conferences.

ARTICLE 34 - DURATION OF AGREEMENT

The Board and the Association have as of this date reached certain agreements and understandings through a comprehensive and collaborative interest-based bargaining process. The work that was completed throughout this process is contained herein and will modify the existing Collective Bargaining Agreement which is currently in force. These agreements shall be effective immediately upon execution of this Agreement and shall continue in effect from February 1, 2022 through June 30, 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the indicated date.

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

ROCHESTER EDUCATION ASSOCIATION

ROCHESTER BOARD OF EDUCATION

Doug Hill
President

Kevin Beers
President

Deb Lotan
Executive Director

Joseph Pittel
Secretary

Robert Shaner
Superintendent

Elizabeth Davis
Chief Human Resource Officer

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

Doug Hill
Deb Lotan
Heather Poirier
Colleen Devlin
Robert Byrd
Elizabeth Schroeck

Members of the Rochester Board of Education Bargaining Team:

Elizabeth Davis
Matthew McDaniel
David Murphy
Dan Mooney
Pasquale Cusumano
Concetta Lewis

Rochester Education Association	Rochester Community Schools Board of Education
Doug Hill, President Elizabeth Schroeck, Vice President Jennifer Schneider, Secretary Cortney Hurttgam, Treasurer Robin Czarniowski, Elementary Trustee Heather Poirier, Middle School Trustee Rob Byrd, High School Trustee	Kevin Beers, President Kristin Bull, Vice President Joseph Pittel, Secretary Michelle Buetel, Treasurer Barbara Anness, Trustee Scott Muska, Trustee Michael Zabat, Trustee

Appendix A – Salary Schedule

Schedule A1 2021/2022

Effective for the 2021-22 School Year: Salary Schedule A will reflect a one (1) percent on-schedule increase from the 2020/21 Salary Schedule A. An additional one (1) percent off-schedule payment shall be made to all members of the bargaining unit in equal amounts the second pay of December 2021 and second pay of May 2022. All members of the bargaining unit will be moved up one (1.0) step on the Salary Schedule A.

STEP	BA	BA+20	MA	MA+15	SPEC	DOCT
0	40610	41535	42693	44365	45584	46770
0.5	41512	42499	43874	45526	46797	48000
1	42413	43462	45055	46687	48009	49228
1.5	43314	44426	46236	47848	49222	50458
2	44215	45389	47418	49009	50434	51686
2.5	45116	46353	48599	50171	51647	52915
3	46017	47317	49780	51332	52860	54144
3.5	46918	48280	50961	52493	54072	55373
4	47819	49244	52142	53654	55285	56602
4.5	48721	50207	53323	54815	56498	57831
5	49621	51171	54504	55976	57710	59059
5.5	50523	52135	55685	57137	58923	60289
6	51423	53098	56866	58299	60135	61517
6.5	52325	54062	58047	59460	61348	62747
7	54127	55025	59229	60621	62561	63975
7.5	63225	55989	60410	61782	63773	65204
8	55030	56953	61591	62943	64986	66433
8.5	55929	57916	62772	64104	66199	67662
9	56830	58880	63953	65265	67411	68891
9.5	57731	59843	65134	66427	68624	70120
10	58632	60807	66315	67588	69836	71349
10.5	59533	61770	67496	68749	71049	72578
11	60434	62734	68677	69910	72262	73806
11.5	61335	63698	69859	71071	73474	75036
12	62236	64661	71040	72232	74687	76264
12.5	63138	65625	72221	73393	75900	77494
13	64038	66588	73402	74555	77112	78722
13.5	64940	67552	74583	75716	78325	79951
14	65840	68516	75764	76877	79537	81180
14.5	66742	69479	76945	78038	80750	82409
15	67642	70443	78126	79199	81963	83638
15.5	68544	71406	79307	80360	83175	84867
16	69444	72370	80488	81521	84388	86096
16.5	70346	73334	81670	82683	85601	87325
17	71247	74297	82851	83844	86813	88553
17.5	72148	75261	84032	85005	88026	89783
18	73049	76224	85123	86166	89238	91011
18.5	73950	77188	86394	87327	90451	92241
19	74851	78151	87575	88488	91664	93469
19.5	75752	79115	88756	89649	92876	94698
20	76653	80079	89937	90810	94089	95825

Salary Schedule A2						
STEP	BA	BA+20	MA	MA+15	SPEC	DOCT
1	40610	41535	42693	44365	45584	46770
1.5	41670	42669	44083	45731	47011	48213
2	42730	43802	45472	47097	48437	49656
2.5	43790	44936	46862	48463	49864	51098
3	44850	46070	48251	49829	51290	52541
3.5	45910	47203	49641	51195	52717	53984
4	46971	48337	51030	52561	54144	55427
4.5	48031	49471	52420	53927	55570	56870
5	49091	50604	53809	55293	56997	58312
5.5	50151	51738	55199	56659	58424	59755
6	51211	52871	56588	58025	59850	61198
6.5	52271	54005	57978	59391	61277	62641
7	53331	55139	59367	60757	62703	64084
7.5	54391	56272	60757	62123	64130	65526
8	55451	57406	62146	63489	65557	66969
8.5	56511	58540	63536	64855	66983	68412
9	57571	59673	64925	66221	68410	69855
9.5	58632	60807	66315	67588	69837	71298
10	59692	61941	67705	68954	71263	72740
10.5	60752	63074	69094	70320	72690	74183
11	61812	64208	70484	71686	74116	75626
11.5	62872	65342	71873	73052	75543	77069
12	63932	66475	73263	74418	76970	78511
12.5	64992	67609	74652	75784	78396	79954
13	66052	68743	76042	77150	79823	81397
13.5	67112	69876	77431	78516	81249	82840
14	68172	71010	78821	79882	82676	84283
14.5	69232	72143	80210	81248	84103	85725
15	70292	73277	81600	82614	85529	87168
15.5	71353	74411	82989	83980	86956	88611
16	72413	75544	84379	85346	88383	90054
16.5	73473	76678	85768	86712	89809	91497
17	74533	77812	87158	88078	91236	92939
17.5	75593	78945	88547	89444	92662	94382
18	76653	80079	89937	90810	94089	95825

All bargaining unit members who are employed by the district at the time of ratification of this agreement will receive a \$2500 payment (pro-rated by FTE) for working during the pandemic. Half of this payment will be paid the last pay of February and the remaining half will be paid the last pay in June.

Effective with the 2022-23 school year the salary schedule will be reduced to 18 total steps (1-18). The transition to the new salary schedule will be as follows: Members will advance on the Schedule A1 (current 2021-22) and establish a transition salary amount. They will then move to a salary step on the new Salary Schedule A2 that is no less than the transition amount. For the 23-24 school year eligible members will advance a full-step on the Salary Schedule (A2).

For the 2022-23 school year those at the top of the new Salary Schedule (A2) will receive an off-schedule payment of \$1500 (pro-rated by FTE), one-half payable in January and the remaining half in June. For the 2023-24 school year, those at the top of the new Salary Schedule (A2), who are not eligible for a full step increase, will receive an off-schedule payment of \$1500 (pro-rated by FTE), one-half payable in January and the remaining half in June.

Appendix B – Supplemental Salary Language and Schedules

Supplemental contracts will be issued at the beginning of co-curricular activities, whenever possible. The supplemental salaries of positions covered by this Agreement are set forth in this Appendix and appear in the following categories: Category A: MHSAA Athletics Coaching and Competitive Clubs; Category B: Co-Curricular; Category C: Activities and Clubs; Category D: Other Supplemental Pay. Such salary schedules will remain in effect during the designated period of the Agreement. The salary for Categories A, B, and C are based on \$32,000. Salaries for Categories B and C positions will be paid in two (2) equal installments. The first installment will be paid on the last scheduled pay date of the district’s first semester. The final installment will be paid on the last scheduled pay date of the district’s second semester.

Category A – MHSAA Athletic Coaching and Competitive Clubs

Category A MHSAA Athletics and Competitive Clubs Positions														
The salary for athletic coaching and competitive club positions listed below are a result of the percentage applied to the base of \$32,000														
Basketball, Competitive Cheer per season, Football							Basketball, Competitive Cheer per season, Football							
Hockey, Swim/Dive, Volleyball, Wrestling							Hockey, Swim/Dive, Volleyball, Wrestling							
		Step 1	Step 2	Step 3	Step 4	Step 5			Step 1	Step 2	Step 3	Step 4	Step 5	
I	Varsity	16.0%	17.0%	18.0%	19.0%	20.0%	I	Varsity	\$5,120	\$5,440	\$5,760	\$6,080	\$6,400	
I	Asst. Var./Hd. JV	11.2%	11.9%	12.6%	13.3%	14.0%	I	Asst. Var./Hd. JV	\$3,584	\$3,808	\$4,032	\$4,256	\$4,480	
I	Asst. JV/Hd. Frosh.	9.6%	10.2%	10.8%	11.4%	12.0%	I	Asst. JV/Hd. Frosh.	\$3,072	\$3,264	\$3,456	\$3,648	\$3,840	
I	Asst. Frosh.	8.0%	8.5%	9.0%	9.5%	10.0%	I	Asst. Frosh.	\$2,560	\$2,720	\$2,880	\$3,040	\$3,200	
Baseball, Cross Country*							Baseball, Cross Country,							
Lacrosse, Softball, Soccer, Track*							Lacrosse, Softball, Soccer, Track							
		Step 1	Step 2	Step 3	Step 4	Step 5			Step 1	Step 2	Step 3	Step 4	Step 5	
II	Varsity	13.0%	14.0%	15.0%	16.0%	17.0%	II	Varsity	\$4,160	\$4,480	\$4,800	\$5,120	\$5,440	
II	Asst. Var./Hd. JV	9.1%	9.8%	10.5%	11.2%	11.9%	II	Asst. Var./Hd. JV	\$2,912	\$3,136	\$3,360	\$3,584	\$3,808	
II	Asst. JV/Hd. Frosh.	7.8%	8.4%	9.0%	9.6%	10.2%	II	Asst. JV/Hd. Frosh.	\$2,496	\$2,688	\$2,880	\$3,072	\$3,264	
II	Asst. Frosh.	6.5%	7.0%	7.5%	8.0%	8.5%	III	Asst. Frosh.	\$2,080	\$2,240	\$2,400	\$2,560	\$2,720	
Golf, Sideline Cheer, Skiing*, Tennis per season							Golf, Sideline Cheer, Skiing*, Tennis per season							
		Step 1	Step 2	Step 3	Step 4	Step 5			Step 1	Step 2	Step 3	Step 4	Step 5	
III	Varsity	10.0%	11.0%	12.0%	13.0%	14.0%	III	Varsity	\$3,200	\$3,520	\$3,840	\$4,160	\$4,480	
III	Asst. Var./Hd. JV	7.0%	7.7%	8.4%	9.1%	9.8%	III	Asst. Var./Hd. JV	\$2,240	\$2,464	\$2,688	\$2,912	\$3,136	
III	Asst. JV/Hd. Frosh.	6.0%	6.6%	7.2%	7.8%	8.4%	III	Asst. JV/Hd. Frosh.	\$1,920	\$2,112	\$2,304	\$2,496	\$2,688	
III	Asst. Frosh.	5.0%	5.5%	6.0%	6.5%	7.0%	III	Asst. Frosh.	\$1,600	\$1,760	\$1,920	\$2,080	\$2,240	
All Middle School Coaches**							All Middle School Coaches**							
		Step 1	Step 2	Step 3	Step 4	Step 5			Step 1	Step 2	Step 3	Step 4	Step 5	
IV	7th & 8th	7.5%	8.0%	8.5%	9.0%	9.5%	IV	7th & 8th	\$2,400	\$2,560	\$2,720	\$2,880	\$3,040	
Building Athletic Director, Activities Director							Building Athletic Director, Activities Director							
		Step 1	Step 2	Step 3	Step 4	Step 5			Step 1	Step 2	Step 3	Step 4	Step 5	
V	HS Act Dir	13.0%	14.0%	15.0%	16.0%	17.0%	V	HS Act Dir	\$4,160	\$4,480	\$4,800	\$5,120	\$5,440	
V	MS Building Act Dir	9.6%	10.2%	10.8%	11.4%	12.0%	V	MS Building Act Dir	\$3,072	\$3,264	\$3,456	\$3,648	\$3,840	
V MS Building AD will receive \$1500 per middle school athletic season (4 seasons)														
HS & MS Competitive Clubs (HS includes BPA, DECA, Debate, HOSA, Quiz Bowl,							HS & MS Competitive Clubs (HS includes BPA, DECA, Debate, HOSA, Quiz Bowl,							
Robotics, Science Olympiad; MS includes Math Olympiad, Robotics, Science Olympiad)***							Robotics, Science Olympiad; MS includes Math Olympiad, Robotics, Science Olympiad)							
		Step 1	Step 2	Step 3	Step 4	Step 5			Step 1	Step 2	Step 3	Step 4	Step 5	
VI	HS Robotics	6.0%	6.5%	7.0%	7.5%	8.0%	VI	HS Robotics	\$1,920	\$2,080	\$2,240	\$2,400	\$2,560	
VI	BPA, DECA, HOSA	5.2%	5.6%	6.0%	6.4%	6.8%	VI	BPA, DECA, HOSA	\$1,664	\$1,792	\$1,920	\$2,048	\$2,176	
VI	(See Below)***	4.5%	4.9%	5.3%	5.7%	6.1%	VI	(See Below)***	\$1,440	\$1,568	\$1,696	\$1,824	\$1,952	
VI	Middle School	3.5%	3.8%	4.1%	4.4%	4.7%	VI	Middle School	\$1,120	\$1,216	\$1,312	\$1,408	\$1,504	
**Varsity coaches of cross country, track and field, and skiing (sports that include both male and female athletes on one [1] team) shall be compensated an additional stipend of three percent (3%).														
***Any coach who was actively coaching a sport during the 2018-19 school year and would see a reduction in salary per this schedule, shall be grandfathered under his/her 18/19 salary per the former Schedule D of our 2013/14-18/19 agreement.														
***MS Robotics, HS Quiz Bowl, HS Science Olympiad, HS Debate														

A committee will form during the winter of 2022, including a representative body of athletic coaches from different buildings, sports, and seasons; athletic directors, district administrators and a REA designee. The charge of this committee will be to determine the feasibility of adding coaching positions when student participation reaches a pre-determined level.

All newly appointed coaches will be placed on the first step of the schedule related to the sport s/he is coaching. However, transfer credit of coaching experience may be given for that sport at the level. Advancement on the MHSAA Athletics Coaching and Competitive Clubs salary schedule will be based upon years of experience coaching that sport or club at that level for the Board. Decisions regarding granting additional coaching experience will be determined by the Assistant Superintendent for Secondary Education. Effective upon ratification of the 2019-21 collective bargaining agreement, middle school athletic directors may also coach.

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

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

Incentive pay for athletic coaches will be:

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

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

Incentive pay for athletic coaches will be:

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

Miscellaneous Athletic Pay

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

One Game	Two Games
\$24.50	\$33.50

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

Category B – Co-Curricular

1. Performing and Visual Arts

Category B Performing Arts									
The salary for performing arts positions listed below are a result of the percentage applied to the base of \$32,000									
High School									
Band Director: Includes Marching Band, Concert Band, Pep Band, Band Camp, Preparation, Inventory, Jazz Band, Festivals & Competitions									
			Step 1.	Step 2	Step 3		Step 1	Step 2	Step 3
Band Director			25.0%	26.0%	27.0%		\$8,000	\$8,320	\$8,640
Asst Band Director			11.2%	12.6%	14.0%		\$3,584	\$4,032	\$4,480
Band Camp			3.5%	3.5%	3.5%		\$1,120	\$1,120	\$1,120
Preparation & Inventory			3.5%	3.5%	3.5%		\$1,120	\$1,120	\$1,120
Band Concert			2.0%	2.0%	2.0%		\$640	\$640	\$640
Band Marching			5.0%	5.0%	5.0%		\$1,600	\$1,600	\$1,600
Band Pep			2.0%	2.0%	2.0%		\$640	\$640	\$640
Band Jazz			2.5%	2.5%	2.5%		\$800	\$800	\$800
Festivals/Competitions			4.0%	4.0%	4.0%		\$1,280	\$1,280	\$1,280
All other payments are to be arranged in advance and approved by principal									
Vocal Music: Includes four (4) performances, all festivals/competitions			14.0%	15.0%	16.0%		\$4,480	\$4,800	\$5,120
Orchestra/Strings: Includes four (4) performances, all festivals/competitions			14.0%	15.0%	16.0%		\$4,480	\$4,800	\$5,120
Theater Non-musical play									
Limit of two (2) plays per building with approval of principal.									
Plays will be 2 or 3 acts.									
Director for each production			5.0%	5.5%	6.0%		\$1,600	\$1,760	\$1,920
Manager			3.0%	3.0%	3.0%		\$960	\$960	\$960
Technical Director for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Assistant Director for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Costumer for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Theater Musical Play									
Limit of one (1) play per building with approval of principal.									
Plays will be 2 or 3 acts.									
Director for each production			10.0%	11.0%	12.0%		\$3,200	\$3,520	\$3,840
Vocal Director for each production			4.0%	4.5%	5.0%		\$1,280	\$1,440	\$1,600
Pit Orchestra Director for each production			4.0%	4.5%	5.0%		\$1,280	\$1,440	\$1,600
Technical Director for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Assistant Director for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Choreographer for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Costumer for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Set Designer for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Specific Theater Projects									
One act plays, children's theater, limit of three (3) per building with approval of principal.									
Director of each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Middle School									
Band Director: Includes Instrumental Band, four (4) performances per building & all festivals/competitions									
			Step 1	Step 2	Step 3		Step 1	Step 2	Step 3
Band Director			10.0%	11.0%	12.0%		\$3,200	\$3,520	\$3,840
Band Pep			2.0%	2.0%	2.0%		\$640	\$640	\$640
Ban Jazz			2.5%	2.5%	2.5%		\$800	\$800	\$800
Festivals/Competition			2.0%	2.0%	2.0%		\$640	\$640	\$640
Vocal Music: Includes four (4) performances per building & all festivals/competitions			10.0%	11.0%	12.0%		\$3,200	\$3,520	\$3,840
Orchestra/Strings: Includes four (4) performances per building & all festivals/competitions			10.0%	11.0%	12.0%		\$3,200	\$3,520	\$3,840
Theater: Limit of four (4) productions per building with approval of principal									
Director for each production			3.0%	3.5%	4.0%		\$960	\$1,120	\$1,280
Assistant Director for each production			1.5%	2.0%	2.5%		\$480	\$640	\$800
Elementary School									
Vocal Music: Includes a maximum of two (2) performances, per building, per school year at the listed amount per performance									
							\$350	\$350	\$350

Miscellaneous Performance Arts Pay

- a. A teacher who instructs a performance ensemble class at a school other than her/his home school will be compensated at an annual rate of \$776 with a minimum of two performances.
- b. Elementary, middle school, and high school teachers of art who submit and organize entries to the RCS Art Show will be compensated at 1% of the Appendix B base rate for this work.

2. Co-Curricular Activities

Category B Co-Curricular Activities									
The salary for co-curricular activities positions listed below are a result of the percentage applied to the base of \$34,050 \$32,000									
High School									
Journalism + Class							5.0%	\$1,600	
Student Council + Class							10.0%	\$3,200	
Video Production/Coordinator	: Per semester includes five (5) events						1.0%	\$320	
Yearbook + Class							6.0%	\$1,920	
Class Advisors									
Senior							8.0%	\$2,560	
Junior							4.0%	\$1,280	
Sophomore							4.0%	\$1,280	
Freshman							4.0%	\$1,280	
Building Culture/Mentor Programs: Such as Link Crew							3.0%	\$960	
Middle School									
Journalism w/out a class							4.0%	\$1,280	
Yearbook + class							4.0%	\$1,280	
Yearbook w/out a class							10.0%	\$3,200	
Student Council w/out a class							8.0%	\$2,560	
Building Culture/Mentor Programs: Such as WEB							3.0%	\$960	

Miscellaneous Co-Curricular Activities' Pay

- a. Elementary physical education teachers who organize and facilitate a “field day” in their building shall be compensated by the rate of \$350 for the event.
- b. Elementary and middle school Information Literacy Specialists (ILS) will receive a \$350 annual stipend for their support of the Authors in April program. This stipend will be paid the first pay period of May each year.

Category C – Extra-Curricular Clubs and Activities

- 1. All Extra-Curricular Clubs and Activities sponsors shall be compensated at the rate of 3% of the Appendix B base established herein.
 - a. High School – Buildings may provide pay for club sponsors for up to three (3) service clubs and/or activities and up to 22 other leisure clubs/activities inclusive of competitive clubs as defined in Category A. Should any high school building need to add an additional club and/or activity they will be able to request approval from building administrator and district. Any high school clubs that the District is required to offer due to CTE requirements will not count toward the cap on the number of clubs. Middle School – Buildings may provide pay for club sponsors for up to eight (8) full year clubs and/or activities inclusive of competitive clubs as defined in Category A. Should any middle school building need to add an additional club and/or activity they will be able to request approval from building administrator and district eleven (11).

- b. Elementary School – Buildings may provide pay for club sponsors for up to five (5) full year clubs and/or activities. These offerings may include: Student Council, Student Leadership, Service Squad, Safety patrol, etc. Additionally, Elementary buildings may provide pay for club sponsors for up to two (2) partial year clubs and/or activities.

Category D – Other Supplemental Pay

1. Hourly Rate Assignments

- a. Any teacher assigned to teach an extra class on an ad hoc basis, as defined in this agreement, will be paid per class period: \$33.50 for the first five (5) hours subbed, \$41.50 for hours six through ten (6-10), and \$50 for eleven (11) or more hours through the remainder to the 2021-22 school year. Effective with the 2022-23 school year, the rate will be \$38.50.

Through the remainder of the 2021-22 school year a teacher may elect to take compensatory leave time rather than compensation. One (1) compensatory leave day is earned for every five (5) extra class periods covered. A teacher may earn a maximum of two (2) compensatory days for the school year. If the member chooses to receive cash payment it will be processed as soon as possible. All compensatory hours earned must be used by May 15. Any unused hours will be paid out in the final pay of the school year. Effective with the 2022-23 school year a teacher may earn a maximum of one (1) compensatory day for the school year.

Compensatory days/hours earned under this provision may not be used on a day before or after a holiday/non-work day. There will be no carry-over of comp time to the following year. Compensatory days/hours may not be put into the attendance system for approval until earned and the administrative notes must set forth the dates/hours during which the time was earned.

Staff who substitute frequently enough to accumulate a compensatory leave day during the annual allowable window and, for whatever reason, do not utilize the compensatory day will have the day paid out at a rate of \$250 by the final pay of the 21-pay schedule. A 2-day limit is allowable for the 2021-22 school year and a 1-day limit is allowable beginning with the 2022-23 school year.

Beginning 2nd semester of the 2021-22 school year a teacher agreeing to teach an extra class on a permanent basis will be paid per class period: \$58.00.

- b. For staff who absorb another that is at the same grade level for elementary or the same grade level and curricular/subject area at secondary which causes the total number of students to go above the maximum, the rate will be \$20 per hour. This applies to situations where there is a lack of substitute or emergency situation.
- c. Summer school and homebound teachers and student service teachers will be compensated per hour as listed below for summer school and homebound. Employment in summer school or homebound is not deemed to be continuous from year-to-year: ad hoc rate

- d. In each high school that has its own auditorium, the theater manager will choose one of the following options:
 - i. One (1) hour per day of released time
 - ii. High school department chairperson compensation as outlined in Category D.7. in this Appendix.
 - iii. Submission of time cards for all hours worked paid at the permanent rate outlined in Category D 1.a. in this Appendix.

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

2. Summer Work

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

- a. Teachers performing curriculum work during the summer will receive a stipend amount for such work:
 - Regular committee assignment: \$686
 - Chairperson assignment: \$916
- b. The parties agree that any teacher who is required by the Board to work an extended school year will be paid her/his per diem rate for each day worked. The per diem rate will be determined by dividing the member's annual salary as provided for in the Agreement between the parties by 187. For the days worked before July 1, the annual salary will be the salary for the school year completed. For the days worked on or after July 1, the annual salary will be the salary for the upcoming school year.
- c. Counselors who volunteer to work in the summer will be compensated in the following manner:
 - High School: Counselors may work a maximum of six (6) days Four (4) days at the per diem rate
Two (2) days compensatory time
 - Middle School: Counselors may work a maximum of four (4) days Three (3) days at the per diem rate
One (1) day compensatory time
- d. Teacher Consultants who are requested to work during the summer on scheduling will be compensated in the following manner for work approved in advance:
 - High School: Teacher Consultants may work a maximum of five (5) days Three (3) days at per diem rate
Two (2) days compensatory time
 - Middle School: Teacher Consultants may work a maximum of three (3) days
Two (2) days at per diem rate One (1) day compensatory time
- e. Teachers working during the summer recess for IEPT, AUEN, scheduling, and special placement will be paid as provided below per hour with a minimum of three (3) hours per day that the teacher reports: \$25.50.

- f. Special education and ancillary staff who have responsibilities for student intake that requires summer work will be compensated at their hourly per diem rate with prior administrative approval.

3. Teacher in Charge

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

Teacher in charge: \$1774

4. Chaperones

- a. Staff members assigned to accompany any students overnight shall be compensated at \$100 per night.

5. Curriculum and Program Consultants

- a. Curriculum consultants and program consultants act as district wide department chairs, communicate with teachers, hold occasional meetings, and meet with the Curriculum and Instructional Directors.

The consultants are:

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

Classification A

- 1. Full-time release: \$4835
- 2. Part-time release: FTE times the above amounts for the corresponding school year.

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

Classification B: \$4207

A teacher will not gain tenure in the position of curriculum consultant or program consultant. A rotation of curriculum consultants/program coordinators will be developed allowing for historical knowledge to continue and opportunity for others to be considered for the role. Curriculum or program consultants asked to chair committees that complete their tasks both during and beyond the contractual workday will be paid the chairperson stipend as set forth in Category D.2.a. of this Appendix.

- b. Teacher Leaders will continue to be utilized at the secondary level in core content and select elective curricular areas. Teacher Leaders will be compensated at the rate of \$500 annually and will be released from classroom responsibilities periodically through the year to accomplish the following:
 - i. Plan agenda and facilitate grade level subject area meetings
 - ii. Review curriculum and develop pacing guides
 - iii. Seek out and share best practices
 - iv. Collaborate with other Teacher Leaders within their curricular area to create common bench mark assessments and revise them with grade level subject area teachers prior to their administration

- v. Collect and analyze data from the common benchmark assessments, facilitate group discussions for determining target areas, and identify strategies to improve student learning.
- vi. Communicate with curriculum coordinators and administrators as needed regarding curricular matters

Teacher Leader positions will continue to be posted.

The RCS PD Committee will meet annually to review the Teacher Leader model and its effectiveness.

6. Assessments

- a. Staff assigned to serve as the building's assessment coordinator will be compensated at the rate of 5.0% of the Appendix B base.
- b. The Advanced Placement testing coordinator at each high school will receive a \$1,500 annual stipend.

7. Department Chairs

- a. High school, middle school and Student Service Department Chairpersons will be released one (1) period per day or at the Board's option, reimbursed at the extra class period rate per day:
High School: \$40 Middle School: \$27 Student Services: \$27

8. School Improvement/Accreditation Work

- a. High Schools will have their North Central Accreditation/School Improvement Planning Committee Chairpersons released from regular duties up to five days a year. Elementary and Middle Schools may adopt North Central Accreditation through the Site-Based Decision process. Elementary and Middle Schools will release their North Central Accreditation or School Improvement Planning Committee Chairpersons from regular duties for a total of up to five days a year.
- b. Professional Development Planning Committee Chairpersons will be released from regular duties up to three days a year. Teachers acting as PD or NCA Chairpersons will receive a stipend amount for such work: \$220

9. 21f and Virtual HS Mentorship

This language relates specifically to those teachers serving as Michigan Virtual High School (MVHS) mentors and not as an Edgenuity/e2020 instructor or mentor for students under Section 21f of the Michigan School Aid Act.

- a. Teachers will be selected only on a voluntary basis for the positions of on-site teacher mentors for MVHS students. If there is more than one (1) volunteer, a teacher will be chosen based upon existing RCS Board Policy and Regulation.
- b. Teachers serving as the on-site MVHS mentor are expected to follow the guidelines set forth in the RCS Michigan Virtual School Mentoring Handbook provided for them upon acceptance of the position.
- c. A certified on-site teacher mentor will receive two-hundred fifty dollars (\$250.00) for each student assigned to him or her per semester.
- d. Students taking a MVHS course shall not be counted in the provisions of

Article 9 – Class Size.

- e. Mentoring of students for a MVHS course shall not constitute an additional classroom preparation.
- f. The school administrators will continually monitor the number of students taking virtual courses to determine the feasibility of creating a section of that course in their school's master schedule.

10. Travel Compensation

- a. Teachers required in the course of their work to drive personal automobiles from one building to another will receive a car allowance. The mileage rate will be adjusted annually on July 1st. The rate to be paid will be set at the Internal Revenue Service mileage rate. The same allowance may be given for use of personal cars for other approved business of the Board.
- b. If a full-time teacher is required as part of her/his teaching assignment to travel between schools, there shall be allocated at least thirty (30) minutes for traveling. If as a result of traveling a teacher's preparation time has been diminished, he/she shall be compensated for a full thirty (30) minutes per the extra duty permanent basis rate in Category D.1.a. of this Appendix.

11. Miscellaneous Compensation

- a. An annual stipend of \$500 will be paid to teachers who are CTE certified and teach CTE courses for the purpose of completing all necessary paperwork throughout the year. Effective with the 2022-23 school year, the stipend will be paid half at the end of the 1st semester and the remainder at the end of the 2nd semester. For the 2021-22 school year, this stipend will be pro-rated to \$250 for 2nd semester.
- b. For the 2022-23 and 2023-24 school years an annual stipend of \$750 (pro-rated by FTE) will be awarded to social workers, counselors and psychologists in recognition of the social emotional learning responsibilities during the pandemic. This will be paid throughout the school year as part of their annual contract.
- c. Effective with the 2022-23 school year, a \$100 annual supply stipend will be provided to each full-time teacher. Teachers who are less than full-time will receive a pro-rated amount based upon their FTE. Active members on October 31st will be paid out in the first pay in November and those hired after October 31st will be paid the final pay in June.

12. Other Extra Duty Compensation

- a. Secondary staff who serve as the building's 504 coordinator will be compensated at a rate of \$500 annually.
- b. Any staff required to attend an IEP outside of their scheduled duty day or during their duty free lunch will be compensated at the ad hoc rate outlined in Category D.1.a. of this Appendix.
- c. When teacher attendance is required at more than two (2) IEPs during scheduled planning time in a week, impacted teachers (both classroom and special education teachers covered by Articles 8.03, 8.04, and 8.05) will be compensated at the ad hoc rate outlined in Category D.1.1. of this Appendix for any hours beyond two (2) unless alternative arrangements have been approved by building administration.

Appendix C – Overload Chart

Elementary Overload Payment Chart

TK	K	1	2	Each Trimester
22	25	28	28	\$275
23	26	29	29	\$550
24	27	30	30	\$825
25	28	31	31	\$1100
26	29	32	32	\$1375

3	4	5	Each Trimester
28	32	32	\$275
29	33	33	\$550
30	34	34	\$825
31	35	35	\$1100
32	36	36	\$1375

1-2	2-3	3-4	4-5	Each Trimester
26	26	26	30	\$275
27	27	27	31	\$550
28	28	28	32	\$825
29	29	29	33	\$1100
30	30	30	34	\$1375

Middle School Overload Pay Chart

ACADEMIC CLASSES‡

# of Students	# of Overload Students	Payment per overload student	Payment Amt.
32	1	\$40	\$40
33	2	\$40	\$80
34	3	\$50	\$130
35	4	\$50	\$180
36	5	\$70	\$250

‡ - Overload pay in a co-teaching classroom will be split evenly between the two teachers.

****ACTIVITY – Family Consumer Science**

# of Students	# of Overload Students	Payment per overload student	Payment Amt.
28	1	\$40	\$40
29	2	\$40	\$80
30	3	\$50	\$130
31	4	\$50	\$180
32	5	\$70	\$250

****ACTIVITY – STEM**

# of Students	# of Overload Students	Payment per overload student	Payment Amt.
32	1	\$40	\$40
33	2	\$40	\$80
34	3	\$50	\$130
35	4	\$50	\$180
36	5	\$70	\$250

****ACTIVITY – Computer**

# of Students	# of Overload Students	Payment per overload student	Payment Amt.
33	1	\$40	\$40
34	2	\$40	\$80
35	3	\$50	\$130
36	4	\$50	\$180
37	5	\$70	\$250

ACTIVITY – Art

# of Students	# of Overload Students	Payment per overload student	Payment Amt.
32	1	\$40	\$40
33	2	\$40	\$80
34	3	\$50	\$130
35	4	\$50	\$180
36	5	\$70	\$250

ACTIVITY – Physical Education

# of Students	# of Overload Students	Payment per overload student	Payment Amt.
38	1	\$40	\$40
39	2	\$40	\$80
40	3	\$50	\$130
41	4	\$50	\$180
42	5	\$70	\$250

** See 9:01 G (work stations)

High School Overload Pay Chart

ACADEMIC CLASSES‡

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
35	1	\$40	\$40
36	2	\$40	\$80
37	3	\$50	\$130
38	4	\$50	\$180
39	5	\$70	\$250

‡ - Overload pay in a co-teaching classroom will be split evenly between the two teachers.

ENGLISH COMPOSITION‡

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
28	1	\$40	\$40
29	2	\$40	\$80
30	3	\$50	\$130
31	4	\$50	\$180
32	5	\$70	\$250

‡ - Overload pay in a co-teaching classroom will be split evenly between the two teachers.

ACTIVITY - Art, Photography, Drafting

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
32	1	\$40	\$40
33	2	\$40	\$80
34	3	\$50	\$130
35	4	\$50	\$180
36	5	\$70	\$250

****ACTIVITY - Industrial Arts**

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
26	1	\$40	\$40
27	2	\$40	\$80
28	3	\$50	\$130
29	4	\$50	\$180
30	5	\$70	\$250

****ACTIVITY – Computer Science**

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
33	1	\$40	\$40
34	2	\$40	\$80
35	3	\$50	\$130
36	4	\$50	\$180
37	5	\$70	\$250

****ACTIVITY – Family Consumer Science /Interior Design (courses: Cooking [4 per kitchen] Sewing)**

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
28	1	\$40	\$40
29	2	\$40	\$80
30	3	\$50	\$130
31	4	\$50	\$180
32	5	\$70	\$250

ACTIVITY – Physical Education (course: Basic)

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
42	1	\$40	\$40
43	2	\$40	\$80
44	3	\$50	\$130
45	4	\$50	\$180
46	5	\$70	\$250

ACTIVITY – Physical Education (course: Life Saving)

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
30	1	\$40	\$40
31	2	\$40	\$80
32	3	\$50	\$130
33	4	\$50	\$180
34	5	\$70	\$250

ACTIVITY - Physical Education (course: Swimming)

# of Students	# of overload students	\$ payment per overload student	Payment Owed/Qtr.
33	1	\$40	\$40
34	2	\$40	\$80
35	3	\$50	\$130
36	4	\$50	\$180
37	5	\$70	\$250

** See 9:01G (work stations)

Updated July 2019

Appendix D 2022/23 Calendar

W	August 17 (Tentative)	New Teacher Orientation
Th	August 18 (Tentative)	New Teacher Orientation
Tu	August 23	Teachers Report
W	August 24	Teacher Work Day
Th	August 25	Teacher Work Day
F	August 26	Floating Teacher Work Day
M	August 29	First Day of School
		Half Day of School (Grades TK-ATPS)
Tu	August 30	Full Day of School (Grades 1-12 and ATPS)
		TK & Kdg Student Last Names A-M Only
W	August 31	Full Day of School (Grades 1-12 and ATPS)
		TK & Kdg Student Last Names N-Z Only
Th	September 1	Full Day of School TK-ATPS
		Labor Day Recess begins at end of day
Tu	September 6	Classes Resume
W	September 28	After School Parent-Teacher Conferences (9-12)
Th	September 29	After School Parent-Teacher Conferences (Grades 6-8)
F	October 7	No School for Students
		Full Day Professional Development District Wide
M	October 10	No School, Indigenous Peoples Holiday
Tu	October 11	Classes Resume
W	October 12	After School Parent-Teacher Conferences (Grades 6-8)
Th	October 13	After School Parent-Teacher Conferences (9-12)
F	November 4	AM Half Day of School (Grades 6-12 & ATPS)
		PM Records (Grades 6-12 & ATPS)
		End of 1 st Quarter (Grades 6-12 & ATPS)
Tu	November 8	Election Day, No School for Students (ECSE-12 & ATPS)
		Full Day Professional Development District Wide
F	November 18	AM Half Day of School (ECSE-5)
		PM Records (ECSE-5)
		End of 1 st Trimester (ECSE-5)
M	November 21	Elementary Parent-Teacher Conference window opens
Tu	November 22	Thanksgiving Recess Begins at End of Day (ECSE-12 & ATPS)
		Thanksgiving Recess November 23-27
W	November 23	Fall Conference Compensatory Time (ECSE-12 & ATPS)
M	November 28	Classes Resume
M	December 5	No School for Students
		Full Day Professional Development District Wide
F	December 16	Elementary Parent-Teacher Conference window closes
F	December 23	Winter Holiday Recess Begins at End of Day (ECSE-12 & ATPS)
M	January 9	Classes Resume
M	January 16	No School, Martin Luther King Jr. Holiday
T	January 17	Classes Resume
W	January 18	Half Day or Full Day for Grades 6-12 & ATPS is TBD based upon exam structure
Th	January 19	AM Half Day of School (Grades 6-12 & ATPS)
		PM Teacher Records (Grades 6-12 & ATPS)
F	January 20	AM Half Day of School (Grades 6-12 & ATPS)
		PM Teacher Records (Grades 6-12 & ATPS)
		End of 2 nd Quarter/1 st Semester (Grades 6-12 & ATPS)
F	February 10	No School for Students
		Full Day Professional Development District Wide
F	February 17	Midwinter Recess Begins at End of Day (ECSE-12 & ATPS)
W	February 22	Classes Resume

W	March 1	After School Parent-Teacher Conferences (Grades 9-12)
Th	March 2	After School Parent-Teacher Conferences (Grades 6-8)
F	March 3	AM Half Day of School (ECSE-5) PM Teacher Records (ECSE-5) End of 2 nd Trimester (ECSE-5)
M	March 6	Elementary Parent-Teacher Conference window opens
F	March 24	AM Half Day of School (ECSE-12 & APTS) PM Teacher Records (Grades 6-12 & APTS) PM Spring Conference Compensatory Time (ECSE-5) Elementary Parent-Teacher Conference window closes End of 3 rd Quarter (Grades 6-12 & APTS) Spring Recess Begins at End of the Day (ECSE-12 & APTS)
M	April 3	Classes Resume
F	April 7	No School, Good Friday Holiday
M	April 10	Classes Resume
Tu-W	April 11-12	PSAT/SAT, specific details and schedule TBD
M	April 17	No School for Students Full Day Professional Development District Wide
F	May 19	No School for Students Full Day Professional Development District Wide
M	May 29	No School, Memorial Day Holiday
T	May 30	Classes Resume
W	June 7	Half Day or Full Day for Grades 6-12 & APTS is TBD based upon exam structure
Th	June 8	AM Half Day for Students (6-12 & APTS) PM Teacher Records (6-12 & APTS)
F	June 9	AM Half Day for Students (ECSE-12 & APTS) PM Teacher Records (ECSE-12 & APTS) End of 4 th Quarter/2 nd Semester (6-12 & APTS) End of 3 rd Trimester (ECSE-5) End of School Year

183 Teacher Reporting Work Days + 0.5 Day Conference Compensatory Time (6-12 & APTS) & 1.0 Day Conference Compensatory Time (ECSE-5)
 Total Teacher Workdays (6-12 & APTS) = 184; (ECSE-5) = 184
 Student Instruction Days = 180

Calendar Specific Notations

1. Early Childhood Special Education (ECSE) and Adult Transitions Program Services (ATPS) will follow the calendar of their similar grade level cohorts
2. The teacher work day for a full-day Professional Development is 8 a.m. until 11 a.m., a 60-minute duty free lunch, and noon until 3 p.m.

Appendix D 2023/24 Calendar

W	August 16 (Tentative)	New Teacher Orientation
Th	August 17 (Tentative)	New Teacher Orientation
Tu	August 22	Teachers Report
W	August 23	Teacher Work Day
Th	August 24	Teacher Work Day
M	August 28	First Day of School
		Half Day of School (Grades TK-ATPS)
Tu	August 29	Full Day of School (Grades 1-12 and ATPS)
		TK & Kdg Student Last Names A-M Only
W	August 30	Full Day of School (Grades 1-12 and ATPS)
		TK & Kdg Student Last Names N-Z Only
Th	August 31	Full Day of School TK-ATPS
		Labor Day Recess begins at end of day
Tu	September 5	Classes Resume
W	October 4	After School Parent-Teacher Conferences (9-12)
Th	October 5	After School Parent-Teacher Conferences (Grades 6-8)
F	October 6	No School for Students
		Full Day Professional Development District Wide
M	October 9	No School, Indigenous Peoples Holiday
Tu	October 10	Classes Resume
W	October 11	After School Parent-Teacher Conferences (Grades 6-8)
Th	October 12	After School Parent-Teacher Conferences (9-12)
F	November 3	AM Half Day of School (Grades 6-12 & ATPS)
		PM Records (Grades 6-12 & ATPS)
		End of 1 st Quarter (Grades 6-12 & ATPS)
Tu	November 7	Election Day, No School for Students (ECSE-12 & ATPS)
		Full Day Professional Development District Wide
F	November 17	AM Half Day of School (ECSE-5)
		PM Records (ECSE-5)
		End of 1 st Trimester (ECSE-5)
M	November 20	Elementary Parent-Teacher Conference window opens
Tu	November 21	Thanksgiving Recess Begins at End of Day (ECSE-12 & ATPS)
		Thanksgiving Recess November 22-26
W	November 22	Fall Conference Compensatory Time (ECSE-12 & ATPS)
M	November 27	Classes Resume
M	December 4	No School for Students
		Full Day Professional Development District Wide
F	December 15	Elementary Parent-Teacher Conference window closes
F	December 22	Winter Holiday Recess Begins at End of Day (ECSE-12 & ATPS)
M	January 8	Classes Resume
M	January 15	No School, Martin Luther King Jr. Holiday
T	January 16	Classes Resume
W	January 17	Half Day or Full Day for Grades 6-12 & ATPS is TBD based upon exam structure
Th	January 18	AM Half Day of School (Grades 6-12 & ATPS)
		PM Teacher Records (Grades 6-12 & ATPS)
F	January 19	AM Half Day of School (Grades 6-12 & ATPS)
		PM Teacher Records (Grades 6-12 & ATPS)
		End of 2 nd Quarter/1 st Semester (Grades 6-12 & ATPS)
M	February 5	No School for Students
		Full Day Professional Development District Wide
F	February 16	Midwinter Recess Begins at End of Day (ECSE-12 & ATPS)
W	February 21	Classes Resume

W	February 28	After School Parent-Teacher Conferences (Grades 6-8)
Th	February 29	After School Parent-Teacher Conferences (Grades 9-12)
F	March 1	AM Half Day of School (ECSE-5) PM Teacher Records (ECSE-5) End of 2 nd Trimester (ECSE-5)
M	March 4	Elementary Parent-Teacher Conference window opens
F	March 22	AM Half Day of School (ECSE-12 & ATPS) PM Teacher Records (Grades 6-12 & ATPS) PM Spring Conference Compensatory Time (ECSE-5) Elementary Parent-Teacher Conference window closes End of 3 rd Quarter (Grades 6-12 & ATPS) Spring Recess Begins at End of the Day (ECSE-12 & ATPS)
M	April 1	Classes Resume
Tu-W	April 9-10	PSAT/SAT Testing, specific details and schedule TBD
F	April 19	No School for Students Full Day Professional Development District Wide
F	May 17	No School for Students Full Day Professional Development District Wide
M	May 27	No School, Memorial Day Holiday
T	May 28	Classes Resume
W	June 5	Half Day or Full Day for Grades 6-12 & ATPS is TBD based upon exam structure
Th	June 6	AM Half Day for Students (6-12 & ATPS) PM Teacher Records (6-12 & ATPS)
F	June 7	AM Half Day for Students (ECSE-12 & ATPS) PM Teacher Records (ECSE-12 & ATPS) End of 4 th Quarter/2 nd Semester (6-12 & ATPS) End of 3 rd Trimester (ECSE-5) End of School Year

183 Teacher Reporting Work Days + 0.5 Day Conference Compensatory Time (6-12 & ATPS) & 1.0 Day Conference Compensatory Time (ECSE-5)

Total Teacher Workdays (6-12 & ATPS) = 184; (ECSE-5) = 184

Student Instruction Days = 180

Calendar Specific Notations

1. Early Childhood Special Education (ECSE) and Adult Transitions Program Services (ATPS) will follow the calendar of their similar grade level cohorts
2. The teacher work day for a full-day Professional Development is 8 a.m. until 11 a.m., a 60-minute duty free lunch, and noon until 3 p.m.

**APPENDIX E
PAY CALENDAR 2022/23**

			Pay Dates	Pay Periods	
	<u>21 pays</u>	<u>26 pays</u>		<i>Start</i>	<i>End</i>
*first contract payment	1	1	September 16, 2022	8/25/2022	9/7/2022
	2	2	September 30, 2022	9/8/2022	9/21/2022
	3	3	October 14, 2022	9/22/2022	10/5/2022
	4	4	October 28, 2022	10/6/2022	10/19/2022
	5	5	November 11, 2022	10/20/2022	11/2/2022
	6	6	November 25, 2022	11/3/2022	11/16/2022
	7	7	December 9, 2022	11/17/2022	11/30/2022
	8	8	December 23, 2022	12/1/2022	12/14/2022
	9	9	January 6, 2023	12/15/2022	12/28/2022
	10	10	January 20, 2023	12/29/2022	1/11/2023
	11	11	February 3, 2023	1/12/2023	1/25/2023
	12	12	February 17, 2023	1/26/2023	2/8/2023
	13	13	March 3, 2023	2/9/2023	2/22/2023
	14	14	March 17, 2023	2/23/2023	3/8/2023
	15	15	March 31, 2023	3/9/2023	3/22/2023
	16	16	April 14, 2023	3/23/2023	4/5/2023
	17	17	April 28, 2023	4/6/2023	4/19/2023
	18	18	May 12, 2023	4/20/2023	5/3/2023
	19	19	May 26, 2023	5/4/2023	5/17/2023
	20	20	June 9, 2023	5/18/2023	5/31/2023
*last payment for 21 pay contracts	21	21	June 23, 2023	6/1/2023	6/14/2023
		22	July 7, 2023	6/15/2023	6/28/2023
		23	July 21, 2023	6/29/2023	7/12/2023
		24	August 4, 2023	7/13/2023	7/26/2023
		25	August 18, 2023	7/27/2023	8/9/2023
*last payment for 26 pay contracts		26	September 1, 2023	8/10/2023	8/23/2023
first pay of the 23/24 school year			September 15, 2023	8/24/2023	9/6/2023

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on April 26, 2022, between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree that due to a mid-year staff resignation and subsequent inability to hire a qualified replacement, the remaining two McGregor fifth-grade classroom teachers will equitably absorb the students from the third fifth-grade classroom for the remainder of the 2021-22 school year.


The parties agree these two impacted fifth-grade teachers will each receive additional compensation in the amount of \$2500. Additional supports will include a full day of release time allocated for district and state-required Trimester 3 assessments; extended deadlines, as applicable, for submission of building, district, and state-required achievement data; waivers of any district-suggested minimum minutes of math and/or literacy instruction; supports with supervision during student arrival and dismissal; and occasional scheduled additional planning periods.

Any additional fifth-grade students enrolling at McGregor will be placed in a classroom as mutually agreed upon between the classroom teachers and building administration. Should both sections reach 36 students prior to the end of the 2021-22 school year a meeting will immediately be convened between the teachers, building administrator, RCS Human Resources, and the Association to discuss additional supports and/or compensation should any further students enroll.

The parties agree to this one-time, non-precedent setting waiver of the requirements set forth in Articles 8.22, 9.01.A, 9.02 and 9.03.A of the collective bargaining agreement.

The parties agree and understand that for all future class size matters, notwithstanding this agreement, the language set forth in Articles 8.22, 9.01.A, 9.02 and 9.03.A shall apply.

For the Association



Douglas Hill, REA President

4.26.2022
Dated

For the Board of Education



David Murphy, Director of Human Resources
and Employee Relations

4.26.22
Dated

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on June 7, 2022, between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree to the following language regarding Teacher Rights and Responsibilities:

- A. The parties seek to educate young people to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these values can best be transmitted in an atmosphere which is free from censorship, and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. No limitation shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning humanity, human society, and the physical and biological world and other branches of learning; subject only to accepted standards of educational responsibilities and applicable laws, and the realization that teaching in an elementary or a secondary school places special responsibility on the District and its educators to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learning relationship.
- C. Academic freedom in teaching will be encouraged for all teachers who shall exercise such freedom within the framework of the curriculum, administrative directives, and Board policies. The teacher is expected to teach the students in the best manner of which they are capable.

For the Association




Douglas Hill, REA President

6.7.2022

Dated

For the Board of Education



David Murphy, Dir. of H.R. & Employee Relations

6.7.22

Dated

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on June 7, 2022, between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree to the following language regarding Freedom of Information Act (FOIA) requests as they relate to bargaining unit members and/or their instructional resources:

The following provisions shall be applied to all requests for information regarding a bargaining unit member under the Freedom of Information Act (FOIA):

- A. Once the District identifies records that are responsive to a FOIA request and that identifies a member, the involved bargaining unit member and the Association Uniserv Director and/or Association President shall be promptly notified and provided with a copy of the FOIA request.
- B. If requested by the employee, and as soon as possible, the District will meet with the affected employee (and Association representatives if the employee requests such representation) to review the FOIA request and the document(s) requested, provided schedules permit within FOIA timelines.
- C. For records that are responsive to a FOIA request and that identifies multiple members, the district will meet with the Association Uniserv Director and/or President who will serve as the intermediary for the members.
- D. The District faithfully commits to comply with all aspects of FOIA law.

The preceding provisions shall supersede existing language as it relates to FOIA requests found in Article 23.10 of the 2022-24 Master Agreement.

For the Association




Douglas Hill, REA President

6.7.2022

Dated

For the Board of Education



David Murphy, Dir. of H.R. & Employee Relations

6.7.22

Dated

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on June 7, 2022, between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree to the following language regarding the Protections of Teachers:

To encourage the free exchange between teacher and student, to eliminate the danger of recording remarks in a classroom out of context – particularly because of the existence of today's sophisticated recording devices – it is agreed that any record of classroom procedures, whether by mechanical, electronic or other means, shall be made only with the express permission of the teacher. This policy shall be made known to the student body.


For the Association



Douglas Hill, REA President

6.7.2022
Dated

For the Board of Education



David Murphy, Dir. of H.R. & Employee Relations

6.7.22
Dated

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on June 7, 2022 between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree to the following language regarding the work schedule of bargaining unit members serving in the role of an Academic Coach:

It is understood the length of the duty day for any REA member serving in the role of Academic Coach (or similar position) will be similar to those outlined in Article 8.01. Notwithstanding the preceding, it is understood that some job-related duties will occur outside the structure of the ordinary school day and/or school year. As such, staff serving in these roles will have the ability, with prior approval from their supervisors, to flex their time or, if flexing their time is not possible, receive the hourly per diem rate of pay for these additional responsibilities.

For the Association



Douglas Hill, REA President

6.7.2022
Dated

For the Board of Education



David Murphy, Dir. of H.R. & Employee Relations

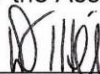
6.7.22
Dated

MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on June 7, 2022 between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree to the following modifications to language found in Appendix B, Category D.11.a:

- a. An annual stipend of \$500 will be paid to teachers who are CTE certified and teach CTE courses for the purpose of completing all necessary paperwork throughout the year, **attending required professional development, and attending CTE auditing meetings**. Effective with the 2022-23 school year, the stipend will be paid half at the end of the 1st semester and the remainder at the end of the 2nd semester. For the 2021-22 school year, this stipend will be pro-rated to \$250 for 2nd semester.

For the Association



Douglas Hill, REA President

6.7.2022
Dated

For the Board of Education



David Murphy, Dir. of H.R. & Employee Relations

6.7.22
Dated

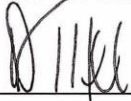
MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on August 29, 2022 between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree that due to an unusually high number of students enrolled in Accelerated Math 6 at Hart Middle School, it is understood that the course teacher may exceed the contractual maximum of 36 students by no more than one (1) in each section they instruct, meaning up to 37 in each class may occur, if necessary. The parties agree that for each section impacted by this 37th student, the teacher will be compensated an additional \$500 per quarter. The parties further agree that at no time during the 2022-23 school year shall there be more than 37 students in an Accelerated Math 6 class and, should all sections of Accelerated Math 6 reach 37 students a meeting shall be convened within five (5) work days to determine the appropriate course of action in the event an additional Accelerated Math 6 student arrives.

The parties agree to this one-time, non-precedent setting waiver of the requirements set forth in Articles 9.01C, 9.02 and 9.03B of the 2021-2023 Collective Bargaining Agreement.

The parties agree and understand that for all future class size matters, notwithstanding this agreement, the language set forth in Articles 9.01.C, 9.02 and 9.03.B shall apply.

For the Association



Douglas Hill, REA President

9.28.2022

Dated

For the Board of Education



David Murphy, Director of Employee Relations

6.7.22

Dated


MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on August 31, 2022 between Rochester Community Schools and the Rochester Education Association, MEA/NEA. The parties agree that due to the need of a West Middle School student to have one-on-one medical assistance constantly throughout the school day, the student's parent(s) may serve as this medical assistant only in the event emergency coverage is needed due to a last-moment absence notification by the district-provided licensed medical specialists. As such, the contractual requirement as articulated in Article 23.09.A. that requires five (5) days advanced notice for a parent to observe their child in a classroom shall be waived. All other portions of Article 23.09 shall remain in full force. Further, Article 10.15 which outlines REA bargaining unit member responsibilities as it relates to "school health services" shall also remain full force.

The parties agree to this one-time, non-precedent setting adjustment of the requirements set forth in Article 23.09.A. of the 2021-2023 Collective Bargaining Agreement.

The parties further agree that should any of the impacted West Middle School REA bargaining unit members wish to revisit this MOA during the 2022-23 a meeting of all district stakeholders impacted by this MOA shall be convened within five (5) business days.

For the Association



Douglas Hill, REA President

9.28.2022

Dated

For the Board of Education



David Murphy, Director of Employee Relations

6.7.22

Dated

Memorandum of Agreement
Proposed for 2022-2023

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

The following are the agreed parameters for instituting and conducting an alternate work calendar for the 0-3 Early Childhood Special Education (ECSE) Department that includes REA members and RCS employees, to be referred to as the 0-3 Department, providing services in the summer outside of the traditional school calendar [Appendix D of the Master Agreement]. The alternate work calendar is being adopted in order for Rochester Community Schools to be in compliance with (Special Education) and Early On Part C regulations.

1. This alteration to the traditional work schedule of the 0-3 Department is allowed under Section 8.23 of the Master Agreement which states: "The work schedule and calendar provisions for the teachers in the Special Education Post — Secondary, Special Education Pre — School, and Alternative Center for Education programs can be modified subsequent to agreement by the Board and the Association."
2. This adopted work schedule includes the 0-3 Department who will be responsible for delivering year round Early On Part C and Special Education services in the natural environment and in the classroom setting as appropriate.
3. The rationale for the adopted alternate work schedule is as follows:
 - Program suspension during the traditional school year complements existing school breaks which accommodates any of the families being serviced, especially those with siblings.
 - The proposed schedule complements the adopted common county calendar. Allows 0-3 Department Staff to meet Early On and Special Education requirements.
4. The adopted work schedule is based on the requirement to provide consistent and continuous services for children under the age of three per Federal Early On mandates.
5. Each spring or when the school calendar is issued, the 0-3 Department will propose to the Assistant Superintendent of Special Populations, Diversity, Equity, & Inclusion, the work calendar for the 0-3 Department for the following school year calendar. Sign off will be required by REA Leadership and HR.

6. This agreement would establish the schedule as the 0-3 Department's "work calendar".
7. The proposed calendar has a "one-for-one" trade of time worked during the summer for comparable release time during the traditional school calendar.
8. Projected summer days needed is 20 extended days, which equals to 25 school days of traded release time during the school year. Any days worked over 20 extended summer work days (equivalent of 25 school days) will be paid per diem per Appendix B, Category D.2.b . The extended summer work days are Monday through Thursday 8:00 am to 4:54 pm which also includes a 40 minute unpaid lunch.
9. Appendix B, Category D.2.b which addresses monetary per diem compensation for any 0-3 Department staff member REA member working an extended school year will be invoked if additional time is worked in the summer beyond the adopted 0-3 Department work calendar.
10. A full time staff member who works part time in the 0-3 department will be required to work the same FTE during the summer as they do during the school year. The FTE equivalent of days worked in the summer would then be taken off during 0-3 non work days during the traditional school year. These days would be identified at the beginning of the year. Part time staff will have the option to work extended summer days or maintain their typical school year hours, but will continue to work the same number of hours per week.
11. If it is necessary to add additional staff to cover evaluations and services for children 0-3 (due to maternity leave, medical leaves, etc.), the Assistant Superintendent of Special Populations, Diversity, Equity, & Inclusion and/or Project Find Coordinator for 0-3 will inquire with the ECSE 3-5 or other Special Education staff to see if they are willing to work additional hours during the summer months. If staff outside of the 0-3 department, are utilized for coverage, they will be compensated with per diem pay.
12. At the conclusion of the summer (or sooner if documentation is available) if a case can be made that any 0-3 Department staff members working the altered calendar have suffered a personal financial loss as a result of the amended work schedule, then the HR Director will revisit the concern and entertain alternative solutions to address the staff members' concerns. The awarding of an additional sick day to each member's personal sick bank is a possible solution.

13. Per the contract, 0-3 Department staff are allocated 3 approved leave days. The district will agree to allow 0-3 Department staff working an additional 20 extended days in the summer to have 4 approved leave days throughout the calendar year. All such days are deducted from a member's personal sick bank. 0-3 Department staff working part time will receive an approved leave day equivalent to their FTE. For example, a .8 FTE employee would acquire .8 of an approved leave day.
14. 0-3 Department staff will be able to use approved leave days and incentive days during the summer months. The preapproved leave days and incentive days would be added in September and remain in an individual's account absence balance until the last day before the first day of the following school year
15. 0-3 Department staff will be able to use an approved leave day, incentive day, or sick day during the extended work days in June, July and August. These extended work days equate to 1.25 days from the sick bank.
16. If it is necessary to be absent at any time during the school year, including during one of the designated summer work days, the 0-3 Department staff members will follow routine absence procedures including documenting absences in AESOP.
17. If there is an unscheduled school or building closure (e.g. snow day, power outage, etc.) during one of the 0-3 scheduled non-work days then staff will be granted a sick day for any such days. If the building staff is based out of is closed, and it is a scheduled working day for 0-3, staff will not be required to report to the building and will be allowed to work remotely from home. All in person services delivered at the affected building will be cancelled. Natural environment visits will not be affected unless the entire district is closed, in which case, they will be cancelled as well.
18. 0-3 Department staff will follow the same directives as teachers and ancillary staff housed in school buildings. If school campus' are closed to students, then 0-3 staff will not be required to hold classes or provide services to students in the natural environment. 0-3 Department staff will follow district recommended safety guidelines and will make necessary adjustments as needed due to the unique natural environment component.
19. As the district plans for the return to natural environment services after restrictions have prevented those services (i.e home visits and daycare visits), the 0-3 staff and administrators will seek guidance from the Oakland County Health Department, Oakland Schools, and district nurse to establish guidelines,


safety protocols, etc... due to the unique nature of staff entering into environments that are beyond the control of Rochester Community Schools. Established protocols will be approved by RCS administration prior to returning to in person visits in the natural environment. This will be done to ensure a safe environment for families and staff.

20. The 0-3 Early On/Early Childhood Special Education department coordinator acts as a district wide department chair, is a representative at the county level for Early On/ECSE services in Rochester Community Schools, organizes staff meetings and professional development, is responsible for colleague mentoring, and is responsible for Project Find and processing all 0-3 initial IFSP paperwork and ensuring it's accuracy and quality.

The 0-3 Early On/Early Childhood Special Education department coordinator responsibilities will be divided among three staff members designated by the Assistant Superintendent of Special Populations, Diversity, Equity, & Inclusion and will be in addition to one's assignment and duties with responsibilities that go beyond the contractual work day. The compensation for these additional duties beyond the contractual workday will be \$4207.

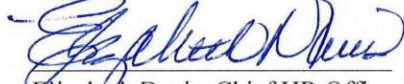
The undersigned, by affixing their signatures hereto acknowledge this agreement between the Rochester Community Schools Board of Education and the Rochester Education Association.

For the Association



Douglas T. Hill, President
Date: 6-6-22

For the Board



Elizabeth Davis, Chief HR Officer
Date: 6-6-22

Cc: Concetta A. Lewis, Assistant Superintendent of Special
Populations, Diversity, Equity, & Inclusion
Cornelia Samoila, ECSE Services Coordinator

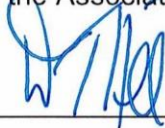
MEMORANDUM OF AGREEMENT

This memorandum is to verify a mutual agreement that was reached on April 25, 2023 between Rochester Community Schools and the Rochester Education Association, MEA/NEA.

The parties agree to modify Article 27.07 of the 2022-2024 Master Agreement as follows:

~~27.07 Bargaining unit members will be eligible for teaching certificate renewal cost reimbursement or one licensure renewal cost reimbursement per cycle.~~ **Occupational/physical therapists, speech and language pathologists, school psychologists, and/or social workers who are required to hold a separate annual license or certificate in order to bill insurance companies for services provided as a RCS employee (such as Medicaid) will be reimbursed for the license or certificate fee up to \$250 annually with proof of fee payment. All remaining bargaining unit members will be eligible for teaching certificate renewal cost reimbursement or one licensure renewal cost reimbursement per cycle.**

For the Association



Douglas Hill, REA President

4/26/2023

Dated

For the Board of Education

4/26/2023

David Murphy, Ass't Superintendent of Human Resources

Dated

**Rochester Community Schools Calendar
2022-2023 Calendar for Early Intervention 0-3**

District Days Off/No 0-3 Services	PD	Records Day/No Service 0-3	0-3 Non-Work Days	0-3 Summer Work Days		
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AUGUST `22

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

SEPTEMBER `22

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER `22

M	T	W	T	F
3	4	Count Day 5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER `22

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	Thanksgiving 24	25
28	29	30		

DECEMBER `22

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY `23

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
MLK 16	17	18	19	20
23	24	25	26	27
30	31			

FEBRUARY `23

M	T	W	T	F
		1	2	3
6	7	Count Day 8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

MARCH `23

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL `23

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY `23

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE `23

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JULY `23

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST `23

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

cct= Conference Comp. time

**183 Teacher Reporting Work Days + 1 Floating Work Day
+ 1 Day of Conference Compensatory Time**

Total Teacher Workdays=184 Student Instruction Days=180

5/16/2022 MW and JC

INDEX

AGREEMENT	
Contrary to law	54
ASSIGNMENT	
Full time to part time	27
Part time to full time	27
Reserve teacher	53
Room assignments	24
ASSOCIATION	
Association representation	9
Leave days	17
Release time	17
Right to display/distribute material	8
Right to organize	8
Right to public information	7
Right to representation	10
Right to transact business	7
Use of buildings	8
Use of school equipment	7
BLOOD BORN PATHOGENS	1
BOARD	
Defined	5
Rights	7
CALENDARS	
2014/2015	75
2015/2016	78
2016/2017	81
Adjustments	57
CHILD ABUSE/COMPLAINTS	47
CLASS SIZE	
Adding Sections	19
Elementary	
Combined Classes	20
General	19
High School	
Academic Classes	20
Activity Classes	20
Limits	19
Middle School	20
Relief Rate	22
CLASSROOM CONTROL	
Student Exclusion	47
Teacher Protection	46
CLASSROOM TEMPERATURE	24
CO-CURRICULAR	
Assignment Appointment	50
Clubs Sponsoring	50
Coach	
Incentive Pay	50
Supplemental Contracts	50
COMMITTEE	
Professional Study	40
COMPENSATION	
Athletic Event Workers	51
Camp	52
Car Allowance	53
Class Overload	21
Curriculum Coordinator	94
Department Chairperson	52
Drivers Education	53
Extended School Year	52
Extra Class	52
Extra Class (permanent)	52
Overload	21
Reserve Teacher	54
Summer School	52
Teacher in Charge	51
COMPLIANCE WITH STATE LAW	6
CONFERENCES	
Elem./Kindergarten Teachers	14
CONFORMITY WITH LAW	7
COUNSELING LOAD	20
CURRICULUM	57
Review Committee	57
DAYS	
Make-Up	22

DISCIPLINE	
Progressive	10
DISTANCE LEARNING	
Memorandum of Agreement	90
DURATION OF AGREEMENT	60
ESEA	26
EVALUATION	
Probationary Teacher	87
Teacher Notification	88
FACILITIES	
Care of	22
FACULTY MEETINGS	
Agenda	
Attendance	
FOIA	
Teacher rights	47
GRADE REVIEW	
Procedure	13
GRIEVANCE	35
Arbitrator Authority	37
Claims for Back Pay	37
Defined	37
Fees/Expenses	37
Investigation	37
Powers of Arbitrator	36
Probationary Teacher	37
Representation	38
Step One	36
Step Two	36
Step Three	36
Timelines	38
Waive of Step(s)	38
Withdrawn	38
HIGH SCHOOL	
Instrumental Music	66
Vocal Music	66
INSTRUCTIONAL MODELS	
Alternative	18
On-Line Courses	18
INSURANCE	
After termination	44
Board Liability	44
Continuation of Benefits After Death	44
Continuous Coverage	44
Coverage at No Cost	44
Dental	43
Drivers Ed. Liability	43
Eligibility	45
General Policy Provision	42
Health	40
No Dual Coverage	43
Health Reimbursement Account	46
Long Term Disability	44
Option to Health	34
Procedure to Change Carriers	45
INVOLUNTARY TRANSFER	
District-Wide Departments	83
Notification	83
LAYOFF	
Benefits	85
Notice of	85
Order of	86
Reserve Teacher	54
LEAVE	
Sabbatical	34
Conditions	35
Finished Reports	35
Miscellaneous	35
Qualifications	33
Requirements	34
Rules/Regulations	33
Status of Returning	33
Sick Leave	31
LEAVE OF ABSENCE	

Paid		Positions Offered.....	54
Accumulation.....	28	Recall List.....	55
Before/After Vacation.....	29	Salary Increment.....	54
Court Appearance.....	29	Seniority.....	54
Doctor Examination.....	29	Sick Days.....	55
Family Illness.....	29	RETIREMENT	
Jury Duty.....	30	Special Pay Plans.....	54
Pregnancy Related Disability.....	30	SALARY	
Religious Reasons.....	29	2013/2014.....	61
Sick Days.....	28	2014/2015 – 2018/2019.....	64
Workers Compensation.....	33	Application.....	48
Unpaid		Co-Curricular.....	88
Adoption.....	27	Step Placement.....	50
Canceled.....	28	Degree Requirements.....	49
Elected Position.....	27	Increment Credit.....	48
Eligibility.....	28	Longevity.....	49
Extension.....	28	Payment Schedule.....	48
Family Care.....	28	SALARY SCHEDULE	
Full Increment(s) for Service.....	27	Athletic Positions.....	53
Military Leave.....	28	Performing Arts.....	66
Parental.....	27	Student Activities.....	67
Peace Corps.....	27	SCHEDULE	
Personal.....	28	Modified.....	18
Public Office.....	27	SCHOOL HEALTH SERVICES	
Rescind.....	28	Defined.....	24
Sabbatical.....	33	SENIORITY	
With Sick Leave.....	28	Accrue After Layoff.....	84
LEAVES		Accrued.....	27
FMLA.....	28	Credit.....	84
MENTOR		Lottery.....	27
As a Witness.....	58	SEVERANCE	53
Assignment.....	59	SHARED STAFF	
Eval. of Probationary Teacher.....	58	Application.....	26
Meeting Times.....	58	Benefits.....	26
NCLB	26	Compensation.....	26
NEGOTIATIONS		Responsibilities.....	26
Implementation.....	6	SICK BANK	
Mediation.....	6	Abuse.....	9
Meeting Times.....	7	Board Appointed Physician.....	32
Procedure.....	7	Board Notification.....	32
PARENT/TEACHER CONFERENCES		Committee.....	32
Attendance.....	12	Compensation.....	32
PAY DATES	48	Maximum.....	32
PAYROLL DEDUCTION	43	Teacher Donation.....	32
POSITIONS		SITE BASED DECISION COMMITTEE	
Criteria for.....	83	Composition.....	59
POSTING		Defined.....	58
Summer.....	84	Deviation from Agreement.....	59
POSTINGS WITHIN SCHOOL YEAR	82	Disband of Committee.....	58
PREAMBLE	4	Participation.....	59
PREPARATION TIME		Topics.....	59
Elementary		Voting.....	58
Music, Art & PE Teacher.....	16	SPECIAL EDUCATION	
PROFESSIONAL DEVELOPMENT		Compliance with State Law.....	56
30 Hour Minimum.....	39	Full Inclusion.....	56
Agenda.....	40	IEPC.....	57
Board Funds.....	39	Meetings.....	57
Expenses.....	39	Student Weighting.....	57
Leave Time.....	39	Substitute for Release Time.....	57
Meeting Attendance.....	39	Teacher Volunteer.....	57
New Teacher Requirements.....	39	STUDENT ASSESSMENT	
Part-Time Member Requirements.....	39	Sub Provided.....	18
Schedule Published.....	40	SUMMER SCHOOL	29
PROFESSIONAL DEV. ASSESS. TEAM (PDAT)	26	SUPPLIES	
RECALL		Supplementary Funds.....	49
Reverse Order.....	86	TEACHER	
RECOGNITION	5	Adjustment of Schedule.....	56
REDUCTION IN REVENUE	22	After School Activities.....	12
REDUCTION IN STAFF		Assigned to Non-Teaching Duties.....	23
Order of.....	86	Assignment.....	81
RELEASE TIME		Within Certification.....	81
General Ed. Teacher.....	51	Assignments/Appointments.....	81
Special Education Teacher.....	57	Attendance at Evening Meetings.....	12
RESERVE TEACHER		Certification.....	25
Assignment.....	54	Proof of.....	25
Insurance.....	55		
Other Employment.....	54		

Defined	86
Discipline	
Representation	10
Rights	9
Displaced.....	86
Equipment	8
High School Weekly Teaching	17
Intent to Return.....	55
Meetings.....	18
Middle School Weekly Teaching	54
Non-Classroom Teacher Prep	12
Notification of Leave/Resignation.....	28
Parking	23
Personnel File.....	81
Physical Assault	47
Preparation Period.....	90
Reassignment.....	82
Relief	19
Responsibility	25
Right to Defense.....	47
Right to Membership.....	8
Rules/Regulations	5
Safety.....	12
School Day Responsibility	15
Student Supervision.....	12
Training	30
Vocational Certificate.....	25
TEACHER DAY	71
TEACHER IN CHARGE	57
TEACHER LEADERS MEMO OF AGRMNT	97
TEACHING PERSONNEL	
Defined.....	5
TELEPHONE USE	23
TRANSFERS	
Changes in Assignment.....	82
Involuntary.....	84
New Building	83
VACANCIES	
Posting of	82
VENDING MACHINES	23
VIRTUAL LEARNING MEMO OF AGREEMENT	90
WAIVER	6
WEATHER – INCLEMENT	23
WORK SCHEDULE	
Work Day.....	16
High School.....	17
Instrumental.....	17
Vocal Music	17
WORK STATIONS	20