THE

ROSEVILLE

COMMUNITY

SCHOOLS

50030 06 30 2009 RFOSA X



ROSEVILLE
FEDERATION
OF SCHOOL
ADMINISTRATORS

BOARD OF EDUCATION

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TABLE OF CONTENTS

ARTICLE NO		PAGE
ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY	1,2,3
ARTICLE III	AID TO OTHER UNIONS	3
ARTICLE IV	MANAGEMENT RIGHTS	4
ARTICLE V	GRIEVANCE PROCEDURE	4,5,6
ARTICLE VI	VACATIONS	6,7
ARTICLE VII	HOLIDAYS	8
ARTICLE VIII	SICK LEAVE, PERSONAL LEAVE, FUNERAL LEAVE AND RETIREMENT	8,9,10
ARTICLE IX	INSURANCE	10,11,12,13
ARTICLE X	LONGEVITY	14
ARTICLE XI	MILEAGE	14
ARTICLE XII	VACANCIES AND TRANSFERS	15
ARTICLE XIII	INDIVIDUAL CONTRACTS	15
ARTICLE XIV	PROFESSIONAL DEVELOPMENT	15, 16
ARTICLE XV	CHANGE OF RESPONSIBILITIES	16
ARTICLE XVI	NO STRIKE-NO LOCKOUT	16
ARTICLE XVII	LAW SAVINGS CLAUSE	17
ARTICLE XVIII	DURATION OF AGREEMENT	17
	SCHEDULE OF WAGES	18,19,20
	MEMO OF UNDERSTANDING	21

<u>AGREEMENT</u>

This Agreement is entered into between the Roseville Community Schools, Macomb County, Roseville, Michigan, hereinafter referred to as the "District" and Roseville Federation of School Administrators hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board of Education of the Roseville Community Schools recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this Agreement for all employees included in the bargaining unit as described below:

All Central Office Administrators and Supervisors, including Supervisor of Buildings and Grounds; Supervisor of Food Service; Supervisor of Early Childhood Programs; Coordinator of Transportation and Maintenance; Coordinator of Alternative Education, Community Education and Communications; Director of Technology; Director of Special Education; Director of Elementary Curriculum; Director of Secondary Curriculum and excluding all others

ARTICLE II

UNION SECURITY (AGENCY SHOP AND CHECK OFF)

- A. Membership in the Union is not compulsory. All employees have the right to join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.
- B. All employees in the bargaining unit recognized by this contract shall as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual dues. For present employees such payments shall commence with the first pay 31 days after the effective or execution date, hereof, which ever is later, and for new employees with the first pay 31 days after the date of employment.

ARTICLE II

UNION SECURITY (AGENCY SHOP AND CHECK OFF – Continued)

- C. If any provisions of this Article are invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal and State Law or shall be renegotiated for the purpose of adequate replacement. The Agreement shall also be guided by the Federal Wage Price Council directives and controls.
- D. During the period of time covered by this Agreement, the District agrees to deduct from the pay of any employee all dues or agency shop fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payments to the Union.
 - (1) Amount of dues will be certified to the District by the Secretary-Treasurer of the Union.
 - (2) Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the District and transmitted to the Union in the same manner as Union dues.
 - (3) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not be the District.
- E. The Union agrees to save the District harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement. The District shall not be liable.
- F. In the event that an authorization to deduct is not signed by an employee or the employee is 30 days in arrears of dues assessment, the services of such employee shall be discontinued 30 days after notice of the fact is given to the District if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to notification of the District by the Union that the employee has refused to authorize the deduction.

<u>ARTICLE II</u>

UNION SECURITY (AGENCY SHOP AND CHECK OFF - Continued)

- G. The Union and its members may use District building facilities at reasonable times and hours for meetings when such buildings are available and operating staffs are on duty. The request for building use must be made to the building administrator. The Union may post notices on any bulletin board ordinarily designated for Union use.
- H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs in behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to expand the provision in the Freedom of Information Act.

ARTICLE III

AID TO OTHER UNIONS AND UNION SECURITY

- A. The Employer will not aid or promote any labor group or organization which purports to engage in collective bargaining on behalf of this unit.
- B. The Board agrees that every employee in the bargaining unit shall have the right to organize, join and support the Union, provided that employees shall not engage in Union activities during working hours that distract from their duties except as it may be necessary to discuss a grievance in accordance with the procedure established.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The District on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
 - (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - (2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their promotion, demotion or dismissal;
 - (3) To determine duties, responsibilities and assignments of the Administrators; to reassign duties to other members of the group or to groups outside the unit; and/or to eliminate positions.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of the Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

- A. The District agrees to recognize the Union and/or the designated representative of the Union in processing grievances as the occasion may arise.
- B. Definition of a Grievance. A claim by an employee, group of employees or the Union that there has been a violation of the terms of this Agreement and will be subject to the grievance procedure as provided herein.

ARTICLE V

GRIEVANCE PROCEDURE (Continued)

C. Grievance Procedure.

<u>Step 1.</u>

The employee with a grievance, and/or the representative of the Union shall first discuss the matter with the immediate supervisor directly with the object of resolving the matter informally. The immediate supervisor shall submit a written response to the employee.

Step 2.

In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may, within five (5) working days after the occurrence of the act giving rise to the grievance, file a written statement of grievance with the Deputy Superintendent who shall respond in writing to the grievance within five (5) working days following the receipt of same. The written statement of grievance shall contain:

- The name of the aggrieved employee or employees.
- b. The description of the act giving rise to the grievance.
- c. The section or sections of the Agreement allegedly violated.
- d. The action requested to remedy the grievance.

Step 3.

If the response of the Deputy Superintendent is not satisfactory to the employee, the Union may within five (5) days after receipt of the response from the Deputy Superintendent appeal the written grievance to the Superintendent and a meeting shall be arranged within five (5) days to discuss the grievance.

The Superintendent shall provide a written response to the grievance within five (5) days after the meeting to discuss the grievance.

<u>Step 4.</u>

Prior to any request for arbitration, either the Union or the District may request a pre-arbitration hearing. Such hearing shall be held in a private session with the Superintendent of Schools.

ARTICLE V

GRIEVANCE PROCEDURE (Continued)

Step 5. Arbitration.

- (1) If the dispute remains unresolved after completion of the foregoing procedure, the Union may within fifteen (15) days after receipt of the Employer's response at Step 3 with written notice to the Employer, submit the grievance to an impartial arbitrator selected from the American Arbitration Association, under and in accordance with the rules of said Association.
- (2) The decision of the arbitrator shall be binding on both parties.
- (3) The arbitrator shall have no power or authority to add to, delete, alter or modify the terms of this Agreement, nor shall he have the power to substitute his judgment for the judgment of the Board.
- (4) The arbitrator shall be requested to submit his decision on the matter within thirty (30) calendar days after conclusion of the hearing.
- (5) The fees of the American Arbitration Association and of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring the expenses.

ARTICLE VI

VACATIONS

A. Twelve month administrative employees will accrue vacation days according to the following schedule. Days will be awarded July 1 and will be based on the amount of service to be credited during the school year.

From hire through June 30 - 2 weeks (prorated)

1 through 3 years of service - 3 weeks 4 through 5 years of service - 4 weeks More than 5 years of service - 5 weeks

B. Previous experience in the District will be allowed to count toward the above formula.

ARTICLE VI

VACATIONS (Continued)

- C. Vacations will be requested and approved in advance by the Superintendent.
- D. The employee may carry forward not more than five (5) unused vacation days to be used the following contract year. The employee may elect to be paid for up to five (5) vacation days not taken per year. Payment, per day, shall be the annual salary for the year in which the days were earned, divided by 260. Any other vacation days not used or carried forward shall be forfeited.

Exception: Upon death, retirement, or resignation, an employee shall be paid for all unused vacation days including those earned in the current year. The payment will also include any previously approved carryover days.

- E. During periods when school is not in session, and summer hours are in effect, members may request through the Superintendent to have their daily/weekly work schedules adjusted.
- F. The Board reserves the right to close school district operations in order to establish a unified vacation period. Such closing will be announced for the upcoming year at the annual organization meeting of the Board in July.
- G. Any absence under the vacation policy of more than two (2) calendar weeks duration requires the authorization of the Superintendent. Vacations during the school year of more than five (5) days must have the approval of the Superintendent.

ARTICLE VII

HOLIDAYS

A. All employees in the unit shall be entitled to the following holidays with pay provided they would normally be scheduled to work on the day stated:

Independence Day (July 4) Day before New Years

Labor Day

New Year's Day

Thanksgiving Day

Good Friday

Day after Thanksgiving

Easter Monday

Day before Christmas

Memorial Day

Christmas Day

- B. Should any of the above listed holidays fall on a Saturday, Friday, the day preceding shall be the recognized holiday. Should any of the above holidays fall on a Sunday, Monday, the day following shall be the recognized holiday.
- C. Should schools be open on one or more of the holidays listed above, employees shall work at regular pay rates and shall be allowed compensatory time off at another date.

ARTICLE VIII

SICK LEAVE, PERSONAL LEAVE, FUNERAL LEAVE AND RETIREMENT

A. <u>Sick Leave</u>. Employees shall be granted twelve (12) days sick leave per year.

There shall be unlimited accumulation of sick leave days.

Attendance will be tracked quarterly (January 1-March 31, April 1-June 30, July 1-September 30, October 1-December 31). Members who have perfect attendance (no sick or personal leave usage) for the entire quarter will be paid an incentive of \$200 at the conclusion of the quarter.

B. Personal Leave. Up to four (4) days from the Employee's individual sick leave bank may be used for personal leave annually. Personal leave days shall not be granted on the day before or the day after a holiday or vacation period except when prior request has been approved by the Superintendent or his designee.

Requests shall be submitted in writing a least one (1) week prior to the intended absence and shall include the reason for the request. Approval or denial of the request shall be at the sole discretion of the Superintendent or his designee. Denial of such a request shall not be the proper subject of a grievance.

ARTICLE VIII

SICK LEAVE, PERSONAL LEAVE, FUNERAL LEAVE AND RETIREMENT (Continued)

For those members who are assigned a position in the Unit after July 1, 1984, Personal Business Days may only be used for personal business that can only be conducted during regular working hours. Approval for the use of the day must be received at least 24 hours in advance of the intended absence. In an emergency, the time limitation for personal business leave may be waived.

C. <u>Funeral Leave</u>. Employees shall be granted up to five (5) days funeral leave in case of death in the immediate family without pay deduction or charge to their individual sick bank. The immediate family shall include spouse, father, mother, brother, sister, grandmother, grandfather, son or daughter and the corresponding in-laws of the employee.

Employees shall be allowed to use up to one day annually to attend the funeral of a relative not listed above or of a close friend.

Attendance of funerals of staff members or at funerals of the immediate household of staff members shall be reported by the Employee and recorded as absence for school business.

D. Retirement

Upon retirement or death, employees shall be paid their per diem rate for one-half (1/2) of the first 70 accumulated sick leave days in their individual bank plus twenty-four percent (24%) of any additional sick leave accumulation ranging from 71 to 195 days. Based on the formula, a maximum severance shall not exceed payment for sixty-five (65) days.

E. <u>Compensatory Time</u>

In recognition of their required attendance at meetings, activities and events outside of the regular workday, members will be credited with one day of compensatory time each year.

The day will not be part of the individual's sick/personal leave bank and cannot be carried over to a subsequent year.

Scheduling of the day must be approved by the Deputy Superintendent.

ARTICLE VIII

SICK LEAVE, PERSONAL LEAVE, FUNERAL LEAVE AND RETIREMENT (Continued)

R.F.S.A. members who are former members of the Roseville Federation of Teachers shall receive payment at the greater of the following computations:

- 1. Their own daily rate, or
- 2. The same daily rate as an R.F.T. member with the same degree at the top step of the salary schedule.
- E. <u>Compensatory Time</u>. On days schools are closed for inclement weather and any district group is being reimbursed for the day(s), members of RFSA who report to work shall be allowed compensatory time off on another date. Use of compensatory time requires approval in advance by the Superintendent.

ARTICLE IX

INSURANCE

- A. The Board will provide up to and including full family coverage for medical, surgical, major medical and hospitalization insurance comparable to that provided on July 1 during 1974-75. In addition, the following provisions will be in place.
 - 1. Coverage of prescription drugs as follows: \$10.00 co-pay generic/\$20.00 co-pay non-generic
 - 2. Coverage for outpatient psychiatric care \$400 per member, per calendar year maximum, comparable to rider OPC of Blue Cross and Blue Shield of Michigan.
 - 3. Coverage for convalescent care, comparable to rider CC of Blue Cross and Blue Shield of Michigan.
 - 4. Coverage for routine PAP Smear, comparable to rider RPS of Blue Cross and Blue Shield of Michigan.
 - 5. Coverage for the XVA rider is excluded.
 - 6. Master Medical IV (90/10) with \$150 single/\$300 family deductible.

ARTICLE IX

INSURANCE (Continued)

- B. Employees shall be provided with group life policies in the amount of \$50,000 or two times the annual salary of the employee, whichever is greater. This policy shall include accidental death and dismemberment benefits.
- C. The Board shall provide a long-term group disability policy. The terms of the policy shall provide that payment shall begin after ninety (90) calendar days and will continue coverage as long as the disability continues for the balance of his/her life, or until retirement under the Michigan Public School Employees Retirement Act, or until the age of 70, whichever comes first.

This coverage shall be for sixty-five percent of the employee's annual wage on a fully integrated basis with other coverage.

Individual sick bank accumulations will be frozen from the 91st day of disability until the employee returns, retires or expires. Employees who retire or expire on disability will be eligible for the severance payment based on the formula and their frozen accumulation of sick leave.

The policy shall provide that after inception and offsets are established, increases in social security payments and/or payments from the Michigan Public School Employees Retirement Fund shall not decrease the insured payments. All terms and conditions of the policy shall prevail.

- D. The Board will provide a dental care program for all employees up to an including family coverage. Diagnostic, preventive and emergency palliative will be covered 100% and the remaining basic dental services will be covered 85%. Prosthodontics services will be covered 60% and orthodontic services will be covered 50%. All terms and conditions of the policy, including maximum limits by category, shall prevail.
- E. The Union and the District agree that coordination of benefits for medical, dental and optical insurance to avoid duplication of coverage is desirable.

ARTICLE IX

INSURANCE (Continued)

- F. Each employee shall be provided with family coverage comparable to Co-op Optical Service coverage but not to exceed the Co-op Service premium for the benefits entitled Roseville Community Schools Administrators.
- G. The parties agree to develop and offer alternative benefit packages (to single health care subscribers and non-health care subscribers) provided there is no additional cost to the district.
- H. Workers' Compensation Injury on the Job
 - 1. Each employee will be covered by the applicable Workers' Compensation Laws.
 - 2. For the first 12 months of the injury, the employer agrees to make up the difference between the employee's regular net pay and payment(s) received under provisions of the Workers' Compensation Act (Insurance), Long Term Disability and Social Security.
 - 3. For the second 12 months of the injury, the employee shall be paid one-half the difference between his/her regular net pay and payment received under provisions of the Workers' Compensation Act, Long Term Disability and Social Security. His/her days off work shall not be deducted from accumulated sick leave during the two years.
 - 4. If the compensable injury was due to an assault by a student, the year one benefit will extend for the duration of the disability.
 - 5. An employee shall not accumulate a day of sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.

ARTICLE IX

INSURANCE (Continued)

I. CAFETERIA PLAN

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

The plan year will be October 1, through September 30. Should either party wish to change the Cafeteria Plan Year the parties shall meet to agree on the changes.

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

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

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

ARTICLE X

LONGEVITY

During the term of this contract, employees shall receive longevity payments according to the following schedule:

5 years or more of service	\$2,250
10 years or more of service	2,500
15 years or more of service	2,750
20 years or more of service	3,000
25 years or more of service	3,250
30 years or more of service	3,700

This payment will be made at the first regular pay period in December of the school year in which it is earned.

ARTICLE XI

MILEAGE

- A. Employee shall be paid a monthly transportation allowance in the amount of \$175 in 2003/04. The monthly allowance will increase to \$200 in 2004/05.
- B. The Employee shall be paid mileage expense reimbursement at the IRS approved rate for actual documented mileage expenses incurred in the performance of his or her duties.

ARTICLE XII

VACANCIES AND TRANSFERS

- A. Employees shall be notified in writing of all administrative vacancies. If interested, they shall apply in writing to the Superintendent or his designee.
- B. Employees shall be given an opportunity to request lateral transfers when positions are open. Such requests shall be submitted in writing to the Superintendent or his designee.
- C. Positions, when posted, shall be described in terms of minimum qualifications.
- D. Employees who apply and meet the minimum requirements shall be granted an interview by the Board of Education, provided the Board of Education holds interviews for the position.
- Reduction In Force and Recall In the event positions are eliminated the employees affected will have the right to apply for any vacancies within the district. The displaced member will be given consideration and will be equally eligible with all applicants for the position(s) in question.

If the displaced employee is not transferred to another position his/her name will be placed on a recall list and the employee will be given consideration and will be equally eligible with all applicants for the first vacancy within the district for which s/he is qualified. The employee shall remain on the recall list until s/he is recalled or two years, whichever is soonest.

ARTICLE XIII

INDIVIDUAL CONTRACTS

- A. A member newly appointed as a central office administrator will receive a twoyear probationary contract without administrative tenure.
- B. A member, who has not been granted administrative tenure, and who is reemployed will be offered a three (3) year contract without administrative tenure by March 1 of his/her second year and each three (3) years thereafter upon recommendation of the Superintendent and approval of the Board of Education.

If the Board of Education is not satisfied with the performance of a member, the Board may offer a one or two year contract.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT

- A. The District will reimburse employees for membership fees in the appropriate National and State Associations. Employees must produce proof of membership for each year in which they claim reimbursement. The Board of Education of the Roseville Schools encourages attendance, participation and representation in the activities of local, state and national education organizations.
- B. Administrative Certification: The Board of Education requires all administrators to meet the administrative certification requirements defined in the prevailing school code.

ARTICLE XV

CHANGE OF RESPONSIBILITIES

Substantial changes in an employee's responsibilities will be the proper subject of discussion between the Union and the Employer provided that a request to discuss the issue is made by the Union within 15 days.

ARTICLE XVI

NO STRIKE-NO LOCKOUT

- A. The Union agrees that no work stoppage will be voted, condoned, authorized or undertaken by its members during the term of this Agreement, and that any employee engaging in a concerted work stoppage, authorized or unauthorized, will be subject to disciplinary action.
- B. The Board agrees to abide by the law in regard to lock outs.

ARTICLE XVII

LAW SAVINGS CLAUSE

In the event that any other terms, conditions or provisions of this Agreement should be rendered or declared invalid by reasons of existing or subsequently enacted legislation, or by any degree of a court of competent jurisdiction, such provisions shall remain in full effect. A special conference may be called to discuss the provisions declared or rendered invalid.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect from the date ratified by the union and approved by the Board July 1, 2006 through June 30, 2009, when it shall terminate.
- B. Should either party wish to extend or modify this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than ninety (90) days prior to its expiration date.
- C. This Agreement shall supersede any rules, regulations, or practices which are contrary to or inconsistent with its terms.

FOR THE ROSEVILLE BOARD OF EDUCATION

John Kment,

Superintendent of Schools

Rebecca Vasil,

Deputy Superintendent

FOR THE ROSEVILLE FEDERATION OF SCHOOL ADMINISTRATORS

Danie Massey, President

Deborah Goethals, Negotiating Team

Karen McGure, Negotiating Team

SCHEDULE OF WAGES

2006/07

POSITION	STEP	NON- DEG	<u>BA</u>	MA	MA+30	<u>EDS</u>	<u>PHD</u>
DIRECTOR OF CURRICULUM	1 2 3		98,000 100,000 102,000	99,500 102,000 104,000	102,000 104,000 106,000	102,900 104,900 106,900	103,800 105,800 107,800
DIRECTOR	1 2 3		96,271 96,897 99,336	97,615 99,521 102,633	100,305 101,836 104,375	101,200 102,731 105,288	102,097 103,628 106,202
COORDINATOR	1 2 3	65,842 67,895 69,757	69,757 71,940 73,880	70,309 72,491 74,443	70,972 73,153 75,118	71,744 73,926 75,906	72,517 74,698 76,696
SUPERVISOR	1 2 3	60,268 60,834 62,554	62,101 62,665 64,421	62,652 63,217 64,984	63,313 63,879 65,658	64,087 64,652 66,448	64,859 65,425 67,236

SCHEDULE OF WAGES

2007/08

POSITION	STEP	NON- DEG	<u>BA</u>	<u>MA</u>	<u>MA+30</u>	<u>EDS</u>	PHD
DIRECTOR OF CURRICULUM	1 2 3	. •	100,450 102,500 104,550	101,988 104,550 106,600	104,550 106,600 108,650	105,473 107,523 109,573	106,395 108,445 110,495
DIRECTOR	1 2 3		98,678 99,320 101,819	100,055 102,009 105,199	102,813 104,382 106,984	103,730 105,299 107,920	104,650 106,218 108,857
COORDINATOR	1 2 3	67,488 69,592 71,501	71,501 73,738 75,727	72,067 74,303 76,304	72,746 74,982 76,996	73,537 75,774 77,804	74,330 76,565 78,613
SUPERVISOR	1 2 3	61,775 62,355 64,118	63,653 64,232 66,032	64,218 64,797 66,609	64,896 65,476 67,300	65,689 66,268 68,109	66,480 67,060 68,917

SCHEDULE OF WAGES

2008/09

POSITION	STEP	NON- DEG	<u>BA</u>	MA	MA+30	EDS	<u>PHD</u>
DIRECTOR OF CURRICULUM	1 2 3		102,961 105,063 107,164	104,537 107,164 109,265	107,164 109,265 111,366	108,109 110,211 112,312	109,055 111,156 113,257
DIRECTOR	1 2 3		101,145 101,803 104,365	102,557 104,560 107,829	105,383 106,991 109,659	106,324 107,931 110,618	107,266 108,874 111,579
COORDINATOR	1 2 3	69,175 71,332 73,289	73,289 75,582 77,620	73,868 76,161 78,211	74,565 76,857 78,921	75,376 77,669 79,749	76,188 78,479 80,578
SUPERVISOR	1 2 3	63,319 63,913 65,720	65,244 65,838 67,683	65,824 66,417 68,274	66,518 67,113 68,982	67,332 67,925 69,812	68,142 68,737 70,640

Memo of Understanding

- A. As part of the settlement of the 2006 collective bargaining agreement the Unit will agree to accept modifications to their health care plan provided that:
 - 1. The modifications are also implemented in the Roseville Federation of Teachers collective bargaining agreement, and
 - 2. The Union is awarded any salary and/or benefit improvement that the Roseville Federation of Teachers receives in exchange for the health care modifications.

In the absence of an RFT agreement, the Union will agree to reopen negotiations with the Administration with the goal of exploring health care cost containment measures.