

8/31/94

Agreement

between the

Board of Education

of the

School District

of the City of

River Rouge

and the

River Rouge

Education Association

September 1, 1993-August 31, 1994

River Rouge School District



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RIVER ROUGE EDUCATION ASSOCIATION

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- Chairperson Brenda Cannon, 842-5327

**SCHOOL DISTRICT CITY OF RIVER ROUGE
TEACHER EVALUATION**

TEACHER _____ ASSIGNMENT _____ BUILDING _____ SCHOOL YEAR _____

DATE OF OBSERVATION _____ OF PRE-OBS DISCUSSION _____ OF POST-OBS DISCUSSION _____

S, Satisfactory: Performing assigned work with an acceptable degree of efficiency.

N, Improvement Needed: Performance low to the point that corrective action is imperative.

PLANNING & PREPARATION

Carefully selects and organizes content to meet definite objectives.
 Planning is written, explicit, and adequate.
 Adapts materials and methods to the needs of the class.
 Maintains scope & sequence of District's curriculum.
 Makes good use of available School-Community resources.

S	N

COMMENTS:

PRESENTATION & DEVELOPMENT

Goals for class and individuals are clear.
 Utilizes effective teaching methods.
 Utilizes appropriate & varied instructional strategies.
 Develops & presents lessons of substantial quality.
 Varies level & pace of instruction to meet student needs.
 Assignments are clear and related to pupil abilities.
 Provides regular feedback to students.
 Uses clarity & accuracy in communication.
 Uses good English & expresses thoughts clearly.
 Encourages critical thinking & creative expression.
 Challenges students without defeating them.
 Draws skillfully on student interest.
 Provides motivation and stimulation.
 Shows interest and enthusiasm.

S	N

COMMENTS:

CLASSROOM MANAGEMENT

- Maintains academic, physical, social, and emotional climate conducive to good learning.
- Maintains good discipline.
- Promotes self-discipline.
- Builds & maintains good student-teacher rapport.
- Firm & fair with all students.
- Keeps accurate & up-to-date records.
- Implements administrative directives.

S	N

COMMENTS:

OTHER RESPONSIBILITIES

- Shows evidence of professional growth.
- Maintains good teacher-parent rapport.
- Keeps parents informed of student successes & problems.
- Contributes to staff rapport, respect, & cooperation.
- Interacts & shares ideas with colleagues.
- Contributes to educational problem solving.
- Sincere & tactful in dealing with others.
- Supports school-related activities.
- Attends school functions and performances.
- Is prompt and does not abuse leave days.
- Performs routine duties promptly.
- Upholds Board & Administrative rules & regulations.

S	N

COMMENTS:

My supervisor has shown me this evaluation and has discussed it with me. This does not mean that I agree or disagree with the evaluation.

EVALUATOR

TEACHER

DATE

AGREEMENT

This Agreement is made and entered into this 8th day of September, 1993, effective September 1, 1993, by and between the Board of Education of the School District of the City of River Rouge (hereinafter called the "Board") and the River Rouge Education Association (hereinafter called the "Association").

PREAMBLE

The River Rouge Education Association and the Board of Education of the School District of the City of River Rouge hereby affirm their mutual interest in the development of educational programs of the highest quality consistent with community resources, for the benefit of the students and the River Rouge School District community and their recognition of teaching as a public trust and a professional calling.

WITNESSETH

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to wages, hours, terms and conditions of employment, it is hereby agreed as follows:

ARTICLE I RECOGNITION

Section 1. The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of act 370, Public Acts of Michigan 1965, for all certified teaching personnel under contract, or on leave, for purpose of collective bargaining with respect to rate of pay, wages, hours and other terms and conditions of employment.

Section 2. The term teacher when used hereinafter in this Agreement shall mean all certified teachers, including Therapists, Psychologists, Social Workers, School Nurse, Student Health Care Consultant and permanent substitutes who hold a valid contract with the River Rouge School District, but shall not include Superintendent, Principal, Assistant Principal, Director of Guidance and Counseling, Director of Special Services, Director of Athletics, Physical Education and Recreation, Department Chairpersons, Director of Federal Projects, Child Accounting Coordinator, Special Education Coordinator, or other Supervisory and Administrative Personnel.

Section 3. The Board agrees not to negotiate with any teachers' organization other than the Association with respect to wages, hours, terms and conditions of employment for teachers covered by this Agreement for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Board or its designated representative from meeting with any teacher or groups of teachers for the purpose of hearing and discussing their views, provided that all grievances shall be handled in accordance with the grievance procedures as set forth in this Agreement.

ARTICLE II BOARD RIGHTS AND RESPONSIBILITIES

Section 1. Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the River Rouge School District, and to direct its employees as conferred by the Laws and Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to the right:

- (a) to the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;
- (b) to hire all employees, and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- (c) to establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board;
- (d) to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
- (e) to determine class schedules, hours of instruction, and the duties, responsibilities and assignments of teachers;
- (f) to initiate and implement innovative and technological approaches in the educational program.

The exercise of all the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and

regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and applicable provisions of the law.

Section 2. All rules and regulations adopted by the Board pursuant to Section 1 of this Article shall be published and made available to members of the Bargaining Unit.

ARTICLE III TEACHER RIGHTS AND RESPONSIBILITIES

Section 1. Nothing in this Agreement shall be construed to deny a teacher's rights under the Michigan General School Laws or the Michigan Tenure Laws.

Section 2. The Board will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his/her membership in, or participation in the activities of the Association.

Section 3. All teachers will be notified of any complaint concerning their performance or actions. An appropriate administrator shall discuss the complaint with the teacher, and, if necessary, shall arrange for a conference to resolve the difference. Nothing shall be placed in a teacher's personnel file unless it was first discussed with the teacher and the teacher receives a copy of such. The teacher shall have a right to respond in writing to that which is placed in the personnel file and have such response attached to the material in the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If there is no recurrence of the action precipitating the written material within eight years of the most recent action, then all materials relating to the action shall be removed from the teacher's file, upon the teacher's request.

Section 4. The teacher shall have the right to see his/her personnel file, excluding credentials and references from the university and other sending agencies which have prescribed such as confidential.

Section 5. The Board grants the Association the right to the reasonable use of school premises for its professional and business meetings upon written request made by the Association and approved by the Superintendent or his/her designee. The Association agrees to pay any overtime costs for special facilities which may be incurred by the Board.

Section 6. The Board shall designate a bulletin board or an adequate portion thereof in each school for the posting of Association business notices and social announcements. All such notices and announcements shall contain the signature of an Association official.

Section 7. The Association shall have reasonable access to teacher mail-boxes and the interschool mail for notices relating to Association business.

Section 8. The Association and the teachers recognize it is neither their function nor right to assume administrative responsibilities. The teacher recognizes his/her responsibility to uphold, and thereby agrees to uphold, all policies, rules, and regulations promulgated by the Board that are not inconsistent with this Agreement.

Section 9. Any teacher who is unable to be in school on any given day shall notify the individual designated by the Board as early as possible, but in no event later than 7:00 a.m. for elementary school teachers and in no event later than 6:30 a.m. for secondary school teachers in order that arrangements for a substitute can be made.

- (a) All teachers shall have daily lesson plans. Emergency lesson plans and alternate records must be readily available for use by the substitute teacher.
- (b) Teachers who are absent and who do not provide adequate lesson plans and means of recording attendance for use by the substitute teacher shall be given one (1) warning during any school year. Subsequent occurrences shall result in the following penalty
 - (1) The usual deduction of one (1) leave day for the day missed, and
 - (2) From that leave day will be deducted the cost of the substitute for that day. This cost shall not exceed the rate of a daily substitute.

- (c) If a teacher does not notify his/her principal or designee by 2:00 p.m. of the date he/she is absent, he/she will report on the next day.

Section 10. If a teacher shall fail to notify the building principal or his designee that he/she will be absent in accordance with the provision of this Article, the Board may deduct from the salary of the teacher an amount equal to one day's pay for each day without notification, except in case of emergency.

Section 11. If a teacher is late in reporting for work after two tardinesses per semester, the Board shall deduct from the salary of the teacher an amount equal to one-sixth of the teacher's daily pay. The Board shall have the option to exclude a teacher for the remainder of the day if he/she reports one hour or more beyond the beginning of normal classroom hours.

Section 12. In order to provide for continuing health protection for students and other school personnel it shall be the responsibility of all teachers:

- (a) Upon initial employment and each three (3) years thereafter to provide the Board with a certified statement from a medical doctor or an osteopathic doctor or the River Rouge Health Center proof of freedom from active tuberculosis.
- (b) Upon initial employment and every four (4) years thereafter, unless requested sooner by the Board, to provide the Board with a statement from a medical doctor or osteopathic doctor certifying the teacher's health adequate for the performance of assigned duties.

The services of the examining physician may be provided either by the Board of Education or the teacher. In the event either the teacher or the Board is dissatisfied with the results of the examination, the results of the clinical service of a recognized hospital shall supersede those of the original physician with the protesting party bearing the expense of the examination.

Section 13. The management of students immediately before, during and immediately after the school day is an integral part of every teacher's professional responsibility, and therefore all teachers shall take appropriate action to promote conditions in school buildings and on school property which are conducive to good discipline.

Section 14. Any pupil who creates a serious disturbance or otherwise refuses to adhere to reasonable standards of conduct shall be sent to or reported to the office of the Principal or Assistant Principal. The Principal or Assistant Principal may request that the teacher furnish the Principal or Assistant Principal with a written statement of the problem within twenty-four (24) hours. The Principal or Assistant Principal shall, after investigation and consultation with the parties, determine the appropriate action to be taken. The teacher shall be advised of such action.

Section 15. Teachers shall observe all rules concerning discipline of students as are established by the Board and consistent with Public Act 290 of Michigan Public Acts, 1964. In the event criminal or civil proceedings are brought against any teacher in which it is alleged a teacher has committed an assault in the course of his employment, the Board or its designee will conduct an investigation and determine whether or not it will furnish counsel for such teacher. In the event the Board does not offer to furnish counsel and the teacher is found ultimately not guilty, the Board will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the then applicable minimum fee by the State Bar of Michigan. The Board may require reasonable evidence of the legal fees actually paid or payable by the teacher, excluding any legal fees paid or payable by insurance.

Section 16. No teacher shall be disciplined (including warnings, reprimands, suspensions, adjustments of compensation, reductions in rank, or discharges) without just cause.

Section 17. Instructional aides (non-certified) may be used in the classroom or in the building for special programs or special needs. Their assistance must supplement and compliment the instructional staff.

- (a) The building administrator will be responsible for the selection and replacement of aides. However, assignments will be discussed with any teacher involved.
- (b) An instructional aide shall be supervised by the teacher (s) to whom aide is assigned. Teacher (s) to whom aides are assigned shall have full authority to direct the activities of the aides, to evaluate effectiveness of the aides, and to make recommendations as to continued employment status for the aides.

ARTICLE IV TEACHER EVALUATION

Section 1. The Board, through its designees, has the responsibility for evaluating and assisting all teachers in professional development; further, nothing in this section shall be construed in any way to limit the right of the Board under Michigan Tenure Law.

Section 2. The evaluation of tenured teachers shall be conducted by principals, supervisors, and/or other administrative personnel. It will be based on the specific criteria listed on the form determined by the superintendent. Changes in the evaluation form shall be worked on and reviewed by the RREA and superintendent's designee at least one month prior to the use of the instrument. (See Appendix C)

Evaluation Procedure

- A. Evaluation shall be preceded by at least one classroom observation. The teacher will be notified of a two week period during which the observation will take place.
- B. A pre-observation discussion will take place within two weeks of the observation. The discussion may include goals and objectives of the teacher, and special problems related to specific teaching assignment, and/or any other expectations of the teacher or administrator.
- C. Following the observation a written evaluation will be made, discussed with, and given to the teacher within 10 working days.
- D. Specific suggestions for improvement will be listed in the evaluation of a teacher receiving an "N" (Improvement Needed). Reasonable timelines will be established for improvements in the designated areas. Follow-up is encouraged by administrative personnel during the interim.
- E. A teacher who receives an "N" may make written request for a second evaluation during that school year provided the improvements have been made.

Section 3. The evaluation of probationary teachers shall be administered in accordance with the following procedure:

- (a) Every probationary teacher shall be evaluated formally at least three (3) times during the initial year of employment, and twice during any subsequent year. These evaluations shall occur within each semester, and at least ninety (90) days prior to termination of the probationary period.
- (b) Each formal evaluation shall be preceded by classroom observations conducted openly by a designee of the Board. Of the observations conducted during any year, at least one (1) will be planned* between the supervisor and the teacher, and shall be at least thirty (30) minutes in duration. Other observations will be made at the discretion of the evaluator.

*Planned shall imply the use of the following criteria:

1. A mutually agreeable time.
2. A discussion of methods and/or materials.
3. A history of youngsters abilities and any special problems related to the classroom setting.
4. Proposal of goals and objectives to be achieved in the presentation.

A planned observation is one in which the supervisor and the teacher have met and discussed before it's occurrence, using the suggested guidelines. In other words, the teacher will have an opportunity to set forth his/her plan of action, explaining why, and his/her hoped for objectives in the lesson to be observed by the supervisor.

- (c) No later than April 1 of each probationary year, the final written evaluation report, including the recommendation as to whether the teacher should be advanced to tenure status, offered additional probationary status, or denied a contract for the ensuing school year, will be furnished by the administration to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.

Section 4. Formal evaluations shall be in written form. A personal conference with the evaluator and a copy of the evaluation shall be provided the teacher within ten (10) working days of the evaluation. The teacher will be required to acknowledge receipt of the written evaluation, but may submit a written response within five

(5) working days which shall be attached to the file copy of the evaluation.

Section 5. If an evaluator finds a teacher lacking, the reason shall be set forth in specific terms, including identification of the specific ways in which the teacher is to improve.

ARTICLE V TEACHING HOURS AND WORKING CONDITIONS

Section 1. The Board and the Association recognize and agree that the teacher's responsibility to their students and their profession entails the performance of duties and expenditures of time beyond classroom hours. It is recognized that a teacher's duties are professional duties and therefore difficult to express in terms of a fixed number of hours per day or week. In fulfilling their professional obligations, teachers shall continue to attend faculty and professional meetings, confer with parents upon reasonable notice, supervise student functions, be encouraged to assist in student extra-curricular activities, and perform similar assignments which are a part of their basic professional responsibility.

Section 2. All teachers shall be in attendance during normal school-day hours. School-day hours shall be:

(a) Elementary School . . . 8:30 a.m. to 3:10 p.m.
In the event Special Subjects Teachers are added to the program and as a result a comprehensive special subject curriculum is offered in every elementary school, then the work day shall be adjusted as follows:

Elementary School . . . 8:10 a.m. to 3:10 p.m.
The addition of time shall result in no additional pupil contact time for regular classroom teachers above the levels that existed during the 1989-90 school year. However, additional preparation time during the day shall occur.

(b) High School 7:39 a.m. to 2:40 p.m.

Teachers may leave only when prearranged with an appropriate administrator.

Section 3. All teachers shall continue to receive a duty free uninterrupted lunch period of 35 minutes in the elementary school and 30 minutes in the high school.

Section 4. Teachers may be required to attend the following staff meetings which shall not last longer than one and one-quarter hours beyond normal classroom hours:

- (a) First Tuesday afternoon of each calendar month - building meeting.
- (b) Third Tuesday afternoon of each calendar month - other meetings such as curriculum, second building meetings, etc.
- (c) Fourth Tuesday afternoon of each calendar month - such as grade level or group meetings.
- (d) Three general staff meetings per year to be called at the discretion of the Superintendent of Schools.
- (e) Teachers must keep Tuesday afternoons free of other commitments so that they may be available for such building and system-wide meetings.
- (f) Any request to deviate from the foregoing statement must be made in writing to the Superintendent.

If any of the above-mentioned meetings are to be scheduled in excess of one and one-quarter (1 1/4) hours the Board shall grant the teachers involved release time for such excess.

Section 5. Released Time for Parent Conferences

The Board and RREA continue to recognize that parent-teacher conferences are the primary form of parent report in the elementary schools and that each parent will have at least one conference per semester for that purpose. In order to enhance the opportunity for parent-teacher conference, schools will be dismissed for one (1) day each semester. Parent-teacher conference will be held during the afternoon of parent-conference days. Teachers will be dismissed during the morning of that day and are to return for two and one half (2 1/2) hours of parent-conferences to be held in the evening. Parent-Teacher conference days shall be planned by each building administrator in consultation with the building staff. In no case shall the Parent-Teacher conference day extent beyond 7:00 p.m. Teachers shall be notified of the date of Parent-Teacher conferences at least three weeks in advance.

It is further agreed that teachers will continue to make home calls for the purpose of parent-teacher conferences when the parents are unable to attend at the school.

Section 6. It is recognized by the Board and the Association that the pupil-teacher ratio is one important aspect of an effective educational program. Therefore the parties agree that every effort

will be made to maintain the present system-wide pupil-teacher ratio of approximately 21.1 students per teacher. In computing said ratio, the following categories of certified personnel shall not be included: Administrators, (except Department Chairs and Elementary Administrative Assistants), Counselors, Learning Specialists, Social Workers, and other such non-classroom based bargaining unit members.

Section 7. The following facilities shall be furnished:

- (a) Adequate off-street parking where possible.
- (b) A separate desk for each teacher with lockable drawer space.
- (c) Adequate chalkboard space in every classroom.
- (d) Suitable locker space for the storage of coats and personal articles
- (e) Copies, for the teacher's exclusive use, of all texts by the teacher for each of the courses he/she is regularly assigned to teach.
- (f) Attendance books, paper, pencils, pens, chalk, erasers, and other similar material required in daily teaching responsibility.
- (g) A complete and unabridged dictionary in every classroom (desk type).

Section 8. A teacher shall not be required to drive a school bus as part of his regularly assigned duties.

Section 9. The Board shall continue to furnish adequate lounge, restroom, and lavatory facilities.

Section 10. No teacher shall be required to earn additional credit hours as a condition of maintaining tenure or employment under the River Rouge tenure policy.

Section 11. The normal weekly teaching load in the junior and senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods or not to exceed five (5) hours of pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools shall not exceed twenty-five (25) hours of pupil contact per week. If the normal weekly teaching load exceeds twenty-five (25) hours of pupil contact per week, the teacher will be compensated at the full rate set forth in Schedule B for any portion of an hour beyond twenty-five (25) hours.

ARTICLE VI TEACHING ASSIGNMENTS (INCLUDING TRANSFERS)

Section 1. All assignments within a single school building shall be made by the administrator on the basis of qualifications, teaching certificates, and major and minor fields of study. Consideration will be given to teacher preference and seniority.

Section 2. Teachers shall be notified in writing of their teaching programs and schedules for the ensuing year; including the grade and/or subject they will teach and any special or unusual class assignments they will have, under normal circumstances, not later than June 1. Should circumstances or conditions arise which will result in a change in teaching assignments subsequent to June 1, the teacher shall be notified of the change in assignments and the reasons therefore, within two (2) weeks of the decision to change the assignment.

DEFINITION: Reassignment shall mean any change of assignment subsequent to June 1.

- (a) Prior to May 15, teachers may request a conference with their principal to discuss their assignment for the next school year. A conference shall be defined as a prearranged meeting.
- (b) If an elementary school assignment for the coming school year spans two (2) grades or more, or is a split assignment, then the principal will initiate a conference with the affected teacher.
- (c) If a high school teaching assignment changes 40%, or more, in subject area taught then the principal will initiate a conference with the affected teacher.
- (d) If a teacher is being assigned or reassigned to a different building then the superintendent or his designee will communicate in writing, with the teacher, as soon as the assignment is known. The teacher may request a conference with the superintendent or his designee for additional clarification of the assignment.
 - (1) All teachers reassigned to a different building will be given at least ten (10) calendar days notice.
 - (2) Teachers who are assigned or reassigned to a different building will be given, at their request, one (1) school day for moving and/or orientation purposes. The day will be mutually agreed upon between the teacher and the principal. If the day agreed upon is a vacation day, then

the teacher will be reimbursed at the hourly rate set forth in Schedule B.

- (3) All assignments and reassignments may be effectuated only for reasonable and just cause.

Section 3. Teachers desiring a change in building, grade and/or subject assignment for the ensuing school year shall notify the Board in writing prior to March 1, of the current school year. Such written statement shall include the building, grade and/or subject to which the teacher is currently assigned and the building, grade and/or subject to which the teacher desires to be assigned. A teacher may request a conference with the superintendent or his designee to discuss changes in building assignments.

Section 4. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education courses, and extra duties enumerated in Schedule B, shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the District. Consideration shall be given to those with special qualifications for such positions; however, every effort will be made to distribute such assignments on an equitable basis.

Section 5. Counselors and special area teachers shall not be used as substitutes during the time that they are regularly scheduled in counseling or in the special areas, such as Art, Library, Music, Gym, etc., unless all means of obtaining a substitute for that day have been exhausted by the building principal. Bargaining unit members who have been re-assigned to substitute positions shall have the right to discuss that re-assignment with their building principal and/or designee.

ARTICLE VII REDUCTION IN STAFF

Section 1. In the event that the Board must reduce the number of certificated personnel in its employ, the following criteria will be utilized:

- (a) If reduction is necessary, then probationary teachers with the least seniority will be laid off first, provided there are remaining teachers certified and qualified to fulfill the remaining assignments.

- (b) If further reduction is still necessary, then tenure teachers with the least seniority will be laid off first provided there are remaining teachers certified and qualified to fulfill the remaining assignments. A more senior teacher will be considered qualified to fulfill the remaining assignment, if the more senior teacher has the certification and qualifications for the remaining assignment, in accordance with the definition of qualifications in this Article.
- (c) In recalling teachers whose services have been terminated because of a necessary reduction in staff, the basis for recall shall be seniority within the school system, certification, and qualifications for the available positions.
- (d) When determining qualifications, the Board shall consider the following: teaching majors and minors, specific course work, accreditation requirements or standards, and teaching experience.

Section 2. Tenured teachers terminated under this provision shall, upon written request to the Superintendent prior to Friday before school opening, be placed on the daily substitute list and will be given district-wide priority based upon seniority for positions for which they are certified. When there are no teachers certified for the specific position on the priority list, then the Board shall fill the opening, giving consideration to laid-off teachers of the district.

Section 3. Replacement Teacher.

When the Board has received written notification that a contractual teacher will need to be replaced for eleven (11) consecutive work days or more, the teacher assigned will be known as a replacement teacher.

- (a) The Board agrees to establish a district wide priority replacement teacher list composed of laid off tenured teachers.
- (b) These laid off tenure teachers will be placed in priority order according to their seniority provided they give written notification to the Superintendent of their desire to be on the list, prior to August 30. Others will be placed on the list in the order that written notification is received.
- (c) Those on the list will be called, in priority order, when replacement teachers are needed.
- (d) Replacement teachers who are working as replacement teachers will not be called when other replacement teachers are needed. There shall be no bumping rights and a replacement teacher

may not accept another assignment while working as a replacement teacher.

- (e) If there are no certified and qualified laid off tenured teachers to serve as a replacement teacher, the Board will select the teacher having the most qualifications for that position with consideration given to senior laid off teachers.
- (f) Replacement teachers, who have previously held positions in the bargaining unit, will be given seniority on a prorated basis rounded to the nearest month. Twenty (20) working days as a replacement teacher equals one (1) month. Seniority accrual will be established at the end of the school year. The Association shall receive accrual documentation for each teacher who worked as a replacement teacher.
- (g) Only replacement teachers that have previously held positions in the bargaining unit shall accrue seniority as replacement teachers.

Section 4. Teachers reduced under this article may elect to continue group insurance benefits, if available, at their own expense. Upon recall, teachers shall be credited with all leave days accumulated prior to termination.

Section 5. If a reduction of certified personnel is necessary, every effort will be made to notify the Association as early as possible. If a reduction in staff is necessary during the school year, due to financial circumstances, at least two (2) weeks written severance notice will be given to the personnel to be affected.

Section 6. Seniority for all certified employees through August, 1982, shall be as stipulated on the seniority list dated August, 1982. Subsequent to September 1, 1982, the seniority list will be updated using the following criteria:

- (a) Seniority can be earned only by those employees under contract for a certified position or under contract as a school social worker, school psychologist, or as a laid-off teacher serving as a replacement teacher.
- (b) Seniority will be credited on a monthly basis.
- (c) Ten (10) months credit will equal one (1) year.
- (d) No more than ten (10) months accrual can be credited from September 1 through August 31, of each year.
- (e) Seniority shall accumulate during active employment only, and is not earned for extra curricular activities, for per diem substituting, for teaching in the adult education program or summer school, during an unpaid leave, unless provided for in Article XI.

- (f) New hires shall be ranked in the order of their date of employment. In the circumstance of more than one new hiree having the same date of employment, a drawing will be held at the board meeting of hiring to determine placement on the seniority list.
- (g) A seniority list shall be provided to every teacher prior to October 1, of each year.

Section 7. In recalling tenure teachers whose services have been terminated because of a necessary reduction in staff, the basis for recall shall be seniority within the school system in a position for which the teacher is certified and qualified.

Section 8. Teachers will lose their seniority and right to recall when they refuse call back (to a comparable position). Exceptions will be made for teachers under contract to another school district from which they cannot gain release.

ARTICLE VIII VACANCIES

A vacancy shall be defined as the resulting full school or remainder of school year (of a semester or more) bargaining unit opening that exist after all consideration of teacher requested change of assignments, assignments, and reassignments have been completed.

Section 1.

- (a) In filling posted vacancies and new positions, the Board shall continue to seek out the best qualified candidates available. All qualified teachers will be given an opportunity to apply for such positions. If, in the determination of the Board or its designee, the qualifications of the candidates are equal, preference will be given to candidates from within the school system.
- (b) When there are laid-off teachers, vacancies will be filled by the most senior laid-off teacher who is certified and qualified or who had previously held the specific assignment, e.g., counseling, art, music, etc. Vacancies that cannot be filled by laid-off teachers shall be posted in the normal manner. Teachers who have been involuntarily assigned/reassigned and who wish to be assigned to another building, grade, and/or subject may make a written request for such assignment to the Superintendent. Such requests shall be honored to the extent possible.

- (c) New positions, which were previously not in existence in the school district shall be posted in all instances.
- (d) When determining qualifications, the Board shall consider the following: certification, teaching majors and minors, specific course work, accreditation requirements or standards, teaching experience, evaluations, and attendance records.
- (e) When in the event that the Board of Education is unable to fill a posted vacancy through the channels outlined previously in this section, then the Board shall be permitted to seek out and contract with outside agencies to perform the duties of such posted positions. The Board shall notify the Association prior to seeking contracting with outside agencies. Such vacancies shall be contracted on a semester basis and the position shall remain posted.

Section 2. Vacancies, vacant extra-curricular assignments, and vacant coaching positions shall be publicized in the following manner:

- (a) During the school year - by posting notices in every school office for at least five (5) school days, said notice shall include the initial date of posting. Extra-curricular assignments for a specific building shall be posted only in that building.
- (b) During the summer by mail to the summer address designated by each teacher.

Section 3. Each notice of a vacancy or a new position shall set forth the qualifications for the position. Teachers desiring to apply for such positions shall file applications with the Board within the time specified in the notice. Such application shall set forth the current position of the applicant and his/her qualifications for the vacant positions.

Section 4. The Association shall be provided with a copy of all postings for all positions as soon as they are made available in the building.

ARTICLE IX JOB SHARING

Section 1.

- (a) A maximum of ten (10) full time positions for the purpose of job sharing may be made available upon recommendation of the Superintendent.

- b) For the purpose of this agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. In order for a shared position to be approved, the two (2) individuals must prepare a job sharing proposal using an outline prepared by the Superintendent and agree to such a position subject to the conditions of this article if contracted by the Board.
- c) The Board may approve shared positions to a maximum of ten (10) per school year dependent upon the following.
1. The teacher parties not filing for unemployment benefits while employed in a shared position.
 2. When a shared position is terminated, each partner will return to full employment in accordance with Article VII.
 3. Teacher partners may substitute for one another. If a substitute is needed, the partner will be asked first, and compensated at substitute pay.
 4. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation. Both teachers will attend all parent/teacher conferences.
 5. Job sharing assignments shall terminate at the end of each school year.
 6. Both parties to a shared assignment must be eligible for continued employment.
- (d) Shared time positions shall be compensated as follows:
1. Teaching salary shall be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
 2. Seniority shall accrue to a person in a shared time position.
 3. Sick and personal leave shall be prorated according to the fraction of the position for which the person is employed and rounded to the nearest whole number.
 4. The Board will pay the premium for one 'set' of fringe benefits. The job sharers may select (in their proposal) who will be covered by each fringe benefit provided the carrier approves. Teachers shall have the option of carrying the unselected benefits at the group rate if available through the carrier.

ARTICLE X SUMMER SCHOOL

Section 1. In the event of a summer school program, a list of proposed teaching positions will be made available to all teachers as soon as practical. Teachers desiring to teach in the summer school program shall notify the Superintendent or his/her designee in writing within ten school days after posting.

Section 2. Teachers regularly employed in the School District of the City of River Rouge who are qualified for available summer school positions and who have notified the Superintendent in accordance with Section 1 of this Article shall be given preference in filling summer school teaching positions.

Section 3. The rate of pay for summer school teaching positions shall in no event be lower than the hourly rate as set forth in Schedule B.

ARTICLE XI UNPAID LEAVES OF ABSENCE

Section 1. General. It shall be the policy of the Board to grant unpaid leaves of absence, subject to the foregoing conditions, for the following reasons: Health, Parental, Military Service, Teacher Corps, and Peace Corps.

- (a) Eligibility for an unpaid leave of absence (excluding Health Leave and Military Leave) shall require a minimum of three (3) years continuous employment by the Board immediately prior to such leave of absence.
- (b) All unpaid leaves of absence shall be arranged for in advance except in case of emergency.
- (c) No extension of a leave of absence, or a second leave of absence shall be granted except upon the recommendation of the Superintendent.
- (d) A teacher on an unpaid leave of absence shall retain the following employment rights.
 1. The same position on the salary scale which he/she held prior to his/her leave.
 2. All unused sick leave held by him/her prior to the start of the leave of absence.
- (e) A teacher on an unpaid leave of absence must give written notice to the Superintendent by April 1 of the year the leave expires of his/her intention to return, request an extension, or resign. Failure to furnish such notice may, at the discretion of the

Board lead to dismissal proceedings in accordance with the Tenure Act.

- (f) A teacher upon return from an unpaid leave, as listed in this Article, shall be restored to his/her former position or to a position of like nature and status provided that he/she has the seniority to hold the position.
- (g) Unpaid leaves of absence for specific reasons shall be governed by the following provisions as well.

Section 2. Health Leaves. Health leaves, when recommended by a physician, shall be granted for a period up to a maximum of one year. At the end of such leave, the teacher must either return or resign unless a special extension is recommended by the Superintendent. When the teacher's health permits his/her return the Superintendent shall give him/her an assignment at the beginning of the following school year. Notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the teacher to return to his/her duties.

Section 3. Parental Leave of Absence

Parental leave of absence shall be governed and granted upon the following conditions:

- (1) A parental leave may be granted for a period of time not to exceed two (2) consecutive semesters.
- (2) The leave may be granted to a parent upon the birth, adoption, acquisition of a child through marriage or the assumption of legal responsibilities for a family, or at a reasonable time prior to that date to make preparations therefore.
- (3) A parental leave must be requested not less than sixty (60) days prior to the anticipated leave date and shall continue in duration for periods of whole semesters but for a maximum of two (2) semesters.
- (4) A return from parental leave shall occur at the beginning of a new semester as far as is practical and the employee shall notify the Board of Education not less than sixty (60) days prior to the anticipated date of return.
- (5) A parental leave can be terminated at a point in time less than a full semester only upon the mutual agreement of the parties.
- (6) A teacher returning from parental leave shall return to his/her previous position. Return, at other than semester break, may require temporary assignment until the next semester break.
- (7) A teacher on parental leave shall receive no salary or benefits under this contract during the term of the leave.

Section 4. Teacher Corps and Peace Corps

Leaves of absence for service in the Teacher Corps or Peace Corps shall be granted for a period not to exceed a maximum of one (1) year subject to the recommendation of the Superintendent.

Section 5. Military Leave

Any teacher covered by the salary schedule in Appendix 'A' who enters into active duty in the Armed Forces of the United States because:

- (a) he/she is drafted; or
 - (b) he/she has reasonable cause to believe he/she is about to be drafted and enlists in order to become placed in a preferred branch of the military service; or
 - (c) he/she is recalled in time of national emergency;
- shall be entitled to be reinstated in the position he/she is vacating, or one of like status upon his/her return from active duty, provided the teacher serves only one (1) draft term, the minimum enlistment term, or until the state of emergency is ended and provided also that:
- (1) the position vacated is other than temporary;
 - (2) he/she is honorably discharged from the armed services;
 - (3) he/she applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year; and
 - (4) he/she is still qualified to perform the duties of his/her position.

All provisions of this policy shall be in accord with State and Federal laws governing military leaves of absence.

Section 6. Job Saving Leave

A job saving leave, without pay or fringe benefits, may be granted to eligible teachers for a period of up to one (1) year. An eligible teacher is any teacher not currently on layoff, and whose position may be filled by someone on the list to be laid-off prior to the beginning of the next school year. Teachers shall notify the Superintendent, in writing, of their intent to go on a job saving leave prior to April 1.

- (a) A job saving leave must commence at the beginning of the following year, unless earlier termination is agreed to by the Board and the teacher.
- (b) When teachers are granted a job saving leave, they shall retain the following employment rights held by them before such leave was granted:
 - (1) Accrual of seniority for a maximum of one (1) year.

- (2) All insurance benefits at group rates to be paid by the teacher, if available through the carrier.
- (c) In the event a job saving leave extends beyond a year, and the teacher wishes to return, he/she will be offered a regular teaching contract.

Section 7. Request for other than unpaid leaves of absence specified above, or exceptions to the leave policy will be subject to the approval of the Superintendent.

Section 8. Seniority shall accrue for all teachers on unpaid leave of absence up to one year.

ARTICLE XII PAID LEAVES OF ABSENCE

Section 1. Allowable Leave Days

All certified personnel employed prior to January 10, 1985, or who appear on the September 1984 Seniority List shall be allowed leave days on full pay at the rate of 1.4 days for each month of service cumulated to a total of 14 days per year.

All certified personnel employed after January 10, 1985 shall be allowed leave days on full pay in accordance with the following schedule:

- | | |
|-----------|--|
| 0-3 years | 1 leave day per month (10 per year) |
| 4-8 years | 1.2 leave days per month (12 per year) |
| 9+ years | 1.4 leave days per month (14 per year) |

The annual days to be accumulated shall, at the commencement of the school year, be placed at the disposal of the teacher, provided, however, that in the event the service of any teacher is interrupted by reason of discharge, termination, suspension, or leave and said teacher has utilized more allowable leave days than have been accumulated on the monthly basis, then the value of the excess paid for leave days shall be deducted from the last paycheck due to the teacher at the time his/her service is interrupted.

Allowable leave days unused at the end of the school year will be cumulative to a total bank of two hundred (200) days. Allowable leave shall be applied to absences of certified staff for the following reasons:

- (a) Personal Illness
- (b) Family Illness
- (c) Catastrophe

(d) Personal Business*

(e) Religious Holiday

Should allowable leave days be used improperly, such action will result in a loss of pay for the day or the days in question. Some examples of improper use of leave days would be, but not limited to: Working with or without remuneration (without prior approval of the superintendent), hunting, fishing, recreational activities, vacations.

Those individuals employed for the school year who use five (5) or fewer leave days in that school year will be awarded a bonus of two (2) additional leave days. This provision pertains to employees hired no later than October 31 of the school year.

*No more than two leave days may be used for personal business (non-profit, as, for example, mortgage closings, legal requirements, etc.) in any one school year. Requests for Personal Business Days must be made 48 hours in advance in writing, stating the general nature of the business to be transacted.

Section 2. Procedure for long term absence.

- (a) An employee absent in excess of five (5) consecutive days must provide the Superintendent with a doctor's statement regarding the disability and the earliest anticipated date of non-disability. This must be done within fifteen (15) working days of the beginning of the absence.
- (b) Should an employee remain disabled beyond the established earliest anticipated date of non disability, another statement from the doctor will be required.
- (c) Notification of expectation to return from an illness or a disability must be given 24 hours or one (1) working day (whichever is greater) in advance if absence is less than 15 days, 48 hours or two (2) working days (whichever is greater) in advance if absence is greater than fifteen (15) days.
- (d) On return to work an employee who has been absent more than five (5) consecutive days, must furnish the Superintendent with a doctor's statement verifying his/her ability to return to work.

Section 3. Non-Deductible Leave Days.

Unlimited leave days shall be permitted for court appearances required by subpoena. No more than five (5) leave days a year shall be permitted at full pay for each death in the immediate family.

Immediate family shall include: spouse, children, mother, father, grandparents, father-in-law, mother-in-law, sister, brother, grandchildren, any relative living at home.

Section 4. Leave due to compensable injury. All teachers employed for either the school year or the calendar year who are absent from duty because of an illness or an injury which is compensable under the Michigan Worker's Compensation Law shall be allowed annual leave on full pay less the amount receivable under Worker Compensation to the extent that the proration of their cumulative leave days will cover.

Section 5. Sabbatical Leaves

- (a) Teachers who have been employed for seven (7) consecutive years may be granted a sabbatical leave for one (1) year or one (1) semester. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid the difference between a substitute's base pay and the salary he/she would have received had he/she remained in his/her position.
- (b) Leaves for professional study, for work on publications, for travel, or for travel combined with study, which, in the opinion of the Superintendent, will improve instruction in the River Rouge Public Schools, or will improve the efficiency of the teacher, shall be considered with the purpose of the sabbatical leave.
- (c) Not more than two (2) percent of the teachers may be granted sabbatical leave in any one year. A teacher desiring a sabbatical leave in the ensuing school year must apply in writing to the Board for said leave prior to March 1 of the current school year.
- (d) Prior to leaving on a sabbatical leave, the teacher shall enter into an agreement whereby he/she shall reimburse the Board for all monies received from the Board during said leave in the event he/she fails to return to the River Rouge Public Schools upon completion of his sabbatical leave.
- (e) A teacher upon return from a sabbatical leave shall be restored to his/her former position or to a position of like nature and status.

Section 6. The Board shall grant fifteen (15) days per year for professional leave with pay to the Association to be used by officers, committee Chairpersons, and official delegates of the Association for conferences and workshops, excluding negotiation activities. Said leave days shall not be deducted from the individual sick leave bank and shall be non-cumulative. Approval for

Association professional leave days will be granted jointly by the Association President and the Superintendent.

Section 7. Jury Duty Leave

No certificated employee shall suffer loss of pay during an enforced jury duty leave. No leave days will be deducted for a leave of this nature. The teacher will receive the difference between the monies paid by the courts and his/her regular rate of pay. The teacher will agree to make an effort to postpone jury duty assignment until the summer whenever the courts will permit such a postponement.

Section 8. Sick Leave Bank

Teachers who have exhausted their accumulated sick days and have the approval of the sick leave committee shall be entitled to receive additional leave days from the sick bank for a period not to exceed ninety (90) calendar days. Days from the bank shall not be granted beyond the time period needed for a teacher to qualify for long term disability.

The sick leave bank shall be administered by the Association. Upon approval of day(s) granted to a teacher from said sick bank, the Association will notify in writing the superintendent or designee. Payment shall be made within two (2) pay periods from date of notification. The superintendent or designee will be notified by the Association of any assessment of days made of its members for the sick bank. Records shall be kept by the Association for the bank. The sick bank shall be governed by a sick bank policy established by the Association, enclosed in the appendix of this contract. The Association shall relieve the School District of any financial exposure due to administration of the Bank. The Union shall bind itself to pay any expenses, cost, fee obligations or losses of any kind which may rise in connection with any phase of contest. Legal counsel in any contest arising under this provision shall be selected by the Association.

The donation of days to the Bank shall not effect a teacher's eligibility to receive bonus leave days as provided in Section 1 of this article.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 1. A grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure which may be processed under the provision of the Teachers Tenure Act shall not be subject to the grievance procedure provided in this Agreement.

Section 2. The formal grievance shall be invoked on a grievance form, included herein as APPENDIX B, which shall be signed by the grievant and an Association representative. If the grievance involves more than one school building, or affects a group of teachers, or the bargaining unit as a whole, the Association may submit directly to the Superintendent.

Section 3. The number of days provided for the presentation and processing of a grievance in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. During the summer vacation period grievances may be processed to the extent possible.

Section 4. All grievances shall be presented in accordance with the following procedure:

STEP ONE - The grievance shall be presented to the Building Principal within five (5) school days of the event or occurrence or knowledge thereof upon which the grievance is based. The principal shall attempt to resolve the matter and shall render his/her decision in writing within five (5) school days.

STEP TWO - If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Superintendent within five (5) school days after the Principal's decision is communicated to the teacher or the Association in Step One. The Superintendent or his/her designated representative, shall meet with the grievant and/or the Association representative within five (5) school days after the grievance is submitted to the Superintendent in writing in an effort to resolve the grievance. The Superintendent or his/her designated representative, shall render his/her decision, in writing, within fifteen (15) school days after the date the grievance was submitted to the Superintendent in writing. A copy of the decision shall be furnished to the grievant and to the Association.

STEP THREE - If the grievance is not resolved at Step Two, the Association may submit the same to arbitration by serving written notice of a request therefore to the Board within fifteen (15) school days from the date of the Superintendent or his/her designee's written communication of his/her decision under Step Two.

Following the written notice of request for submission to arbitration the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within twelve (12) school days after the date of the request for submission to arbitration, the arbitrator shall be selected according to the rules of the American Arbitration Association.

The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

Section 5. The Board, or its designee, may request a meeting with the Association to discuss any grievance which it may have under the terms of this Agreement. Such request shall be in writing and shall state the nature of the matter to be discussed. The Board, or its designee, and the Association shall meet within five (5) school days after the request is submitted to the Association in an attempt to resolve the grievance. If the matter is unresolved, the Board may submit the unsettled grievance to arbitration in accordance with the limitations and conditions set forth in Step Three of the grievance procedure.

Section 6. The failure of a teacher or the Association to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of an administrator, the Board, or its designee, to render a decision within the time limits specified shall permit the grievant to proceed to the next step.

Section 7. Teachers shall not leave their classrooms to discuss or process grievances unless they have requested and received permission to do so from the building principal, or supervisor.

Grievances shall be processed and discussed outside classroom-duty hours to the extent possible.

ARTICLE XIV STRIKE AND LOCKOUT PROHIBITION

Section 1. The Association agrees that during the term of this Agreement it shall not cause, engage in, or sanction any strike or refusal to perform the duties of employment by any teacher or teachers, and no teacher shall cause or participate in any strike or refusal to perform his/her duties in the course of his/her employment.

Section 2. The Board agrees that during the term of this Agreement it shall not lock out teachers covered by this Agreement.

Section 3. Sections 1 and 2 of this Article shall be suspended during the period in which negotiations are reopened under Section 2 of Article XXI.
Notwithstanding, under the law.

ARTICLE XV CIVIL RIGHTS

Section 1. The Association agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, or marital status (i.e., single, married, divorced, or separated) and to represent fairly all teachers subject to the terms of this Agreement.

Section 2. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, age, or marital status (i.e., single, married, divorced, or separated) in hiring, placement and assignment of teaching personnel.

ARTICLE XVI PROFESSIONAL COMPENSATION

Section 1. The salaries of teachers covered by the terms of this Agreement for the 1993-94 school year are set forth in Appendix 'A' which is attached to and made a part of this Agreement.

Section 3. All teachers in the employ of the Board as of October 1, 1976, and being compensated the equivalent of the Master's Degree because they have a Vocational Education endorsement shall continue to be compensated for the Master's Degree as long as the teacher is employed by the Board.

All teachers in the employ of the Board as of October 1, 1976, who hold Bachelor's or Master's Degrees and who are working toward vocational endorsement shall be credited with a Master's Degree for compensation purposes when such endorsement is completed.

Teachers employed subsequent to October 1, 1976, shall be placed in the degree schedule which their transcripts show they have actually earned regardless of vocational endorsement.

Section 4. The Board shall continue to make salary adjustments for teachers who are working toward a Master's degree, a second Master's degree or Education Specialist Certificate from an Accredited University in accordance with the procedures set forth in the statement of Board policy issued on July 1, 1961. The Board will also make salary adjustments for teachers who are working toward a Doctoral degree as outlined in the above mentioned procedures with the added stipulation that credit will be allowed at the rate of one-fifth (1/5) of the differential for completion of each 1/5 of the required semester hours as stipulated in the applicant's plan of work.

Section 5. Evidence of additional hours of graduate work must be submitted not later than the Friday before Labor Day in order for the teacher to receive additional placement on salary schedule for the ensuing school year.

Salary Credit. Credit will be allowed at the rate of 1/5 of the differential for each six (6) semester hours completed toward the Master's Degree, Second Master's Degree or Education Specialist Certificate provided said course work is completed at an accredited university. Any excess of hours over multiples of six will be carried over for credit on the salary schedule for the ensuing school year.

Section 6. Upon the retirement, in accordance with the Michigan Public School Employees Retirement Act, or the death of a teacher, the accumulated leave in the teacher's allowable leave bank shall have a cash surrender value of fifty percent (50%) of current salary provided the teacher has taught in the district ten (10) years or more.

When a teacher terminates services in the River Rouge Schools other than for reasons of retirement or death, the accumulated leave in the teacher's allowable leave bank shall have a cash surrender value in accordance with the following table provided the teacher has taught in the District ten (10) years or more:

All certified personnel employed prior to January 10, 1985, or who appear on the September, 1984 Seniority List
fifty percent (50%) of current salary.

All certified personnel employed after January 10, 1985 with
10-14 years of service 12.5% of current salary,
15-19 years of service 25% of current salary, and
20+ years of service 50% of current salary.

Section 7. Early Retirement Incentive

- (a) The Board and the Association hereby agree that there are two (2) primary intents for the implementation of an early retirement plan. The first intent is to provide the Board with financial savings. The second intent is to design an equitable early retirement incentive plan for teachers.
- (b) A teacher who has reached the maximum step on his/her salary track and attained an age of at least fifty-five (55) years may at his/her option take early retirement.
- (c) For teachers who opt for early retirement, the Board agrees to provide the teacher the opportunity to purchase the following insurance benefits at group rates until age sixty-five (65) provided the carrier approves; life, health, dental, and vision.
- (d) Effective September 1, 1993 to July 1, 1994 only, the following special Early Retirement Incentive shall be offered provided a minimum of ten (10) bargaining unit members elected this plan: (For purposes of reaching the minimum number, all employees appearing on the union seniority list except Level I Administrators shall be counted.)
 - (1) To be eligible for this benefit, the teacher must be full-time and have ten (10) or more years of service in the River Rouge School District. Age shall not be a factor for eligibility.
 - (2) Time spent on unpaid leaves of absence or lay-off shall not be counted for purposes of meeting the ten (10) year eligibility requirement.
 - (3) In order to qualify for the incentive, a teacher must submit an irrevocable written notification of intent to terminate employment due to retirement to the personnel office prior

to February 1, 1994 and cause his/her retirement to become effective on or before July 1, 1994.

- (4) Benefits shall be paid in each of succeeding five (5) years for a total of \$30,000 under the following irrevocable options:
 - (a) Monthly payments to commence the first regular scheduled pay date in July 1994 and every month thereafter until the total benefit has been paid.
 - (b) Annual payments to commence the first regular scheduled pay date in July 1995 and every July thereafter until the total benefit has been paid.
- (5) In the event of death prior to the final scheduled payment, unpaid benefits will continue to be paid to the beneficiaries of the deceased in accordance with the payment schedule established above.
- (6) For those employees who elect the incentive, the payment of benefits under Section 6 of this Article shall be delayed one calendar year. This provision shall only be applicable during the period of eligibility for the incentive. The parties agree upon expiration of the incentive the delay in payment of Section 6 shall also expire.
- (7) Once a teacher terminates under this program, the benefit may not be withdrawn because of subsequent negotiations.
- (8) A teacher electing this incentive shall complete all appropriate forms and sign a release indicating the action to elect the incentive was totally voluntary.

Section 8. Upon written authorization from the teacher, the school district shall deduct from the salary of any teacher and make appropriate remittance for annuity plans approved by the parties. Such approved plans shall include programs provided by the Michigan Education Financial Services Association. Any new annuity plans must have a minimum of five people in order to be approved.

Section 9. Teachers shall have the following options as to the payment of their annual salaries:

- A. Twenty and one-half payments, from the start to the end of the work year.
- B. Twenty-six (26) equal payments annually.
- C. The employee must make an election relative to "A" and "B" above at least two (2) weeks prior to the start of school. Failure to make an election will result in the employee receiving twenty and one-half pays. Notice MUST be in writing.
- D. An employee cannot change options during the school year.

ARTICLE XVII INSURANCE PROTECTION

Section 1. The Board shall provide all teachers covered by this Agreement with the following insurance protection:

(a) Life Insurance (MESSA) \$50,000

(b) Hospitalization Insurance:

Blue Cross-Blue Shield MVF 2 with Master Medical with coordination of benefits and drug prescription care with a \$3.00 co-pay, 04,FA/VAS rider;

In addition, the plan shall include the following cost containment measures:

1. Utilization of Generic Drug Equivalents
2. Foot Surgery Predetermination
3. Blue Cross-Blue Shield same day surgery provision on elective surgery where applicable.

However, effective September 15, 1993 during initial employment in the district, a teacher shall only be eligible for full Board paid health insurance based on the following schedule:

- | | |
|-----------------|----------------------------|
| 0-3 years | -Single Subscriber Rate |
| 4-7 years | -Two Party Rate |
| 8 or more years | -Full Family Coverage Rate |

Where needed, said employee may elect to pay for coverage for a spouse and/or eligible dependents at the group rate and shall be enrolled in the district plan during these periods.

All members of the bargaining unit shall provide all information necessary to implement the coordination of benefits clause.

(c) Basic Dental Insurance--designed to pay no less than sixty percent (60%) of scheduled fees for Class I and II services to a maximum of \$1,000.00 annually, and seventy-five percent (75%) of scheduled fees for Class III services to a lifetime maximum of \$750.00 rendered by contracting dentists.

In addition, a 50/50/50 plan with a Class III maximum of \$750 shall be provided to those employees who have access to dental coverage from another source. This plan shall provide for both internal and external coordination of benefits (COB).

(d) Vision Care--current MESSA VSP2 Plan.

(e) Long Term Disability Insurance--90 day wait, Modified Fill Program, MESSA Carrier, 60% of pay up to \$3,000 monthly. Employees will have the option to purchase Group Short Term Disability with MESSA as carrier through payroll deduction. The Association agrees to waive the Board Policy of granting additional sick leave.

Section 2. For those employees covered by this agreement and who do not elect health insurance coverage, as provided in Section 1 (b) of this article, the Board shall provide a MESSA fixed option insurance program (provided MESSA will write the program) which includes:

- (a) MESSA Vision Care Plan--VSP/3
- (b) Delta Dental Plan 80/80/80
- (c) Life Insurance for
Spouse \$25,000
Each dependent child \$12,500.
- (d) Tax Shelter Annuity, Annual contribution of \$750, paid over twenty (20) equal pays.

Section 3. For those teachers who retired during the 1983-84 school year only, who worked in the District at least ten years prior to their retirement, and receive fully subsidized health insurance coverage under the Michigan Public School Employees Retirement Act, the Board agrees to pay the actual expenses for health insurance premium for the retired employee only. The retired employee will be reimbursed annually after presenting his/her receipts to the Superintendent. The receipts must be presented in September or October of each year. This provision specifically terminates on August 31, 1984, and the parties agree that this does not succeed the expiration of the contract and is null and void on or after August 31, 1984.

Section 4. For those teachers who retire between September 1, 1984 and August 31, 1986, who worked in the District at least ten years prior to their retirement, and receive fully subsidized health insurance coverage under the Michigan Public School Employees Retirement Act, the Board agrees to pay the actual expenses for health insurance premium for the retired employee and spouse only. In the event of the death of the retired employee covered by this section, the Board will continue to pay the actual expenses for the health insurance premium of the spouse. The retired employee will be reimbursed annually after presenting his/her receipts to the Superintendent. The receipts must be presented in September or October of each year. This provision specifically terminates on August 31, 1986, and the parties agree that this does not succeed the expiration of the contract and is absolutely null and void on or after August 31, 1986.

Section 5. In order to avoid unnecessary duplication of Health Coverage, when two Bargaining Unit Members are eligible for two-party or family coverage, one member shall select hospitalization as

provided in Section 1 (B) of the Article, and the other shall be covered by that policy and receive benefits as provided under Section (2) of this Article.

ARTICLE XVIII MISCELLANEOUS

Section 1. Continuing contracts, once granted to a teacher by the River Rouge Board of Education, shall remain in force until the teacher is discharged through the regular procedure as outlined in the Michigan Tenure Act, Act Number 4 of the Michigan Public Acts of the First Extra Session of 1937, as amended.

Section 2. The Board shall continue to foster in-service training programs for certified staff members in the School District of the City of River Rouge. Mandatory attendance of teachers at in-service training programs may be required when such meetings are held during normal school hours. At the RREA President's request an ad hoc committee of RREA and Board representatives will convene to discuss and recommend in-service needs.

Section 3. Staff members or other representatives of the Association shall be permitted to visit school premises for the purpose of investigating and processing grievances provided they do not interfere with classroom activities. Any staff member or representative desiring to visit school premises shall first receive permission from the building principal and shall advise the principal of the reason for such visit.

Section 4. Any teacher who is transferred to a supervisory or administrative position and who later returns to teacher status shall be entitled to such rights at the time of his/her return as he/she would have had under this agreement had he/she remained as a teacher.

Section 5. In the event of the absence of a teacher in excess of five (5) consecutive working days, the Board shall require the teacher to furnish the Board, or its designee, a certified statement by a recognized physician regarding said illness.

Section 6. For the protection of the students, the Board may require the teacher to file with the Superintendent a statement, signed by a recognized physician that said teacher is free from any communicable disease.

Section 7. The Board shall continue to grant five (5) days per year with full pay to enable teachers to attend, either at the request of or with the advance approval of the Superintendent, workshops, seminars, conferences or other professional improvement sessions. The Board shall pay reasonable expenses incurred by the teacher in attending such professional improvement sessions, which in any event shall not, in the aggregate, exceed the following maximums set forth below:

- (a) Conferences within a 500 mile radius of River Rouge--\$200.00
- (b) Conferences within a 1000 mile radius of River Rouge--\$300.00
- (c) Conferences within a 1500 mile radius of River Rouge--\$400.00
- (d) Conferences outside of 1500 mile radius of River Rouge--\$500.00

Membership in the sponsoring organization shall be a prerequisite for attendance at any national conference or convention. That conference request must relate directly to the teacher's job assignment. Lists of conferences, if received by the administration, will be shared with the professional staff for the purpose of improving the instructional program.

Section 8. Pay Deductions

The Board agrees to deduct Association dues or service fees from the salaries of those teachers who individually and voluntarily authorize such deductions in writing. Individually executed authorization forms shall be filed with the Board. Dues shall be deducted monthly and remitted to the Association under such conditions as the Board and the Association shall establish. The Association shall hold the Board harmless on account of any Association dues deducted and remitted to the Association pursuant to this Section.

Section 9. Union Security

- A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Association as they see fit.
- B. All full-time employees in the bargaining unit and all new employees, shall, on the thirtieth (30th) day following the beginning of their employment, or the execution of the Collective Bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:
 - (1) Remain or become members of the Association, or
 - (2) Pay to the Association an amount of money equal to the total amount of dues only paid by a member of the Association including the dues paid to M.E.A. and N.E.A.

- (3) Teachers who choose to pay their moneys in a lump sum shall be required to pay the full amount no later than December 1st.
- (4) Employees in noncompliance with this Section, shall be notified that mandatory payroll deduction shall occur commencing with the next scheduled pay period, provided the Association has complied with the following:
 - (a) By sending written notice to the employee, with copy of same to the Board, that he/she has an obligation to tender dues service charge, the reasonable date for such obligation, the amount of such tender and to whom such tender is to be made.
 - (b) By sending written notice to the employee (copy to the Board) that he/she has not fulfilled his/her obligations by the requisite date or reasonable period of time thereafter, and that a request for mandatory payroll deduction was being made to the Board.
 - (c) By stating in the request for mandatory payroll deduction that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations, that it is an official request of the Association, and that the "save harmless" clause, set forth in this Section, shall be put into effect.
- C. The interpretation, application, administration and enforcement of this Section shall be in accordance with Michigan Public Employees Relations Act, or as construed by the Michigan Supreme Court, or United States Supreme Court.
- D. Application for Membership: As a condition of employment, the Association cannot deny an employee membership or the right to pay the service charge if he/she has tendered payment.
- E. If an employee shall leave the employ of the Board before the completion of his/her deductions, his/her obligation under this Section ends on the last day of the month his/her employment is terminated, and the Association will hold the Board harmless for any collection of dues or service fees remaining.
- F. As a condition of the effectiveness of this Section, the Association agrees:

To indemnify and save the Board, each individual School Board member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Section.

It is understood, with reference to this Section, that the Association shall have the exclusive right to select legal counsel

to represent anyone or all defendants provided that if a defendant, co-defendant, or third (3rd) party defendant chooses to select other legal counsel, the Association shall have no obligation to pay fees and/or other cost of said counsel.

- G. For purposes of this Section, a full time employee shall be defined as an employee who signs a contract for a bargaining unit position. If an employee is employed for a fraction of the school year, then his/her obligation under this Section will be determined by dividing the number of months employed by ten and multiplying this fraction times the Association annual dues.
- H. If, at any time during the duration of the Contract, the Association authorizes, causes, or engages in or sanctions any strike or work stoppage of any kind, or if there is a refusal to perform the duties of employment by any employee, or employees, then this Section shall become null and void and inoperative during the life of this Agreement.
- I. The Board will notify the Association of any changes (terminations, leaves, etc.) of Bargaining Unit members within ten (10) days of said changes so that the Association may alter its current membership list.

Section 10. Copies of this Agreement shall be provided for all teachers, the Board and other interested parties. Expense of printing shall be shared equally by the Association and the Board.

Section 11. Maintenance of Standards

- (a) All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or implied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- (b) The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.
- (c) The Maintenance of Standards Clause will not apply to federal projects of the River Rouge School System.

Section 12. Leadership for instructional improvement, through experimental programs, use of multi-texts, and/or innovative instructional techniques may be provided by any member of the staff. Such efforts are specifically encouraged, but must be planned carefully and coordinated with all involved staff members through the building principal.

Section 13. The rate of pay for Adult Education teaching positions shall be the hourly rate as set forth in Schedule B.

**ARTICLE XIX
AMENDMENT**

Section 1. This Agreement may be amended in writing by mutual agreement. All amendments are subject to ratification by the Board and the Association.

**ARTICLE XX
INVALIDITY**

Section 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to State and Federal Law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXI
DURATION**

Section 1. This Agreement shall become effective as of September 1, 1993 and shall remain in full force and effect until August 31, 1994, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to modify or terminate the same is given by either party to the other at least ninety (90) days prior to August 31, 1994, or ninety (90) days prior to any subsequent August 31st. Such written notice shall be sent by registered mail and shall specify the desired changes.

Section 2. Appendix A, encompassing Schedule A, Teacher Salary Scale and Schedule B, Supplemental Pay Scale shall remain in effect during the life of this Agreement, provided, however, that upon written notice (specifying the changes desired) to the other party on or prior to March 31, 1994, either party may reopen negotiations of said Schedules; all fringe benefits, agency shop, and all sub-agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE
RIVER ROUGE EDUCATION ASSOCIATION

Regina Wilson
President-Regina Wilson

Gloria D. Bellman
Chairperson-Gloria Bellman

Harold Farris
Vice-Pres-Harold Farris

Ed Barton
RREA Pres.-Ed Barton

Arthur J. Makarewicz
Secretary-Arthur J. Makarewicz

Peggy Jaster
RREA Sec.-Peggy Jaster

Dan Herrera
Treasurer-Dan Herrera

Christie Bumgardner
Member-Christie Bumgardner

James Hightower
Trustee-James Hightower

Joseph R. Flores
Member-Joseph Flores

Lynn Tate
Trustee-Lynn Tate

Katherine Monagin
Member-Kate Monagin

Matthew Zambo
Trustee-Matthew Zambo

John Valenti
Member-John Valenti

SCHEDULE A (APPENDIX "A")
1993-94
Salary Schedules

1993- 1994

Steps	BA	MA	MA2	PhD
0	\$27,199	\$30,188	\$33,327	\$36,615
1	\$29,473	\$32,491	\$35,631	\$38,919
2	\$31,700	\$35,003	\$38,139	\$41,429
3	\$34,133	\$37,512	\$40,653	\$43,946
4	\$36,330	\$40,024	\$43,166	\$46,541
5	\$38,035	\$42,531	\$45,673	\$48,959
6	\$39,964	\$45,044	\$48,188	\$51,472
7	\$41,908	\$47,556	\$50,694	\$53,982
8	\$43,788	\$50,214	\$53,354	\$56,643
9	\$46,030	\$54,102	\$57,238	\$60,527

SCHEDULE B 1993-94
Based on Percentage of Annual Bachelor's Degree Minimum
Supplemental Pay Scale

POSITION	%	93 - 94 \$27,199
Class Advisor 8-10	3.0%	\$816
Class Advisor Gr 11	4.0%	\$1,088
Class Advisor Gr 12	5.0%	\$1,360
Newspaper Sponsor	5.0%	\$1,360
Stu Act Dir	9.0%	\$2,448
Counselor	9.0%	\$2,448
Sch Social Worker	9.0%	\$2,448
Sch Psychologist	9.0%	\$2,448
Safety Patrol Superv	3.0%	\$816
Prin Approved Clubs	3.0%	\$816
Choral Dir Sr High	3.0%	\$816
Vocal Director Elem	3.0%	\$816
Child Study Team	3.0%	\$816

* Any Child Study Team Member who is currently compensated on Schedule B in the capacity of Social Worker, School Psychologist, or Counselor shall not receive additional compensation.

Teacher Hourly Rate	\$15
Substitute Teacher (per day)	\$55

If a teacher shall teach more than the normal teaching load as set forth in this Agreement, she/he will receive additional compensation at the rate of \$15 per class hour or portion thereof if it is temporary substitution, and 1/5 of his/her daily salary if it is permanent substitution. Temporary substitution is defined as ten (10) teaching days or less, and permanent substitution as more than ten (10) days. It is expressly understood that this provision applies not only to secondary teachers but also to elementary teachers who may for whatever reason teach more than their normal teaching load. Any Bargaining Unit Member who was placed in a Counseling, School Psychologist, or School Social Worker position prior to September 1, 1990 shall continue to receive a Schedule B stipend. Any Bargaining Unit Member assigned to any one of these positions

after September 1, 1990 shall not receive additional compensation under Schedule B.

COACHING

1. Effective 1979-80 School Year.
2. No Bargaining Unit Coach will receive a smaller percentage than previously received for a coaching assignment.
3. DEFINITIONS:
 Class I - Cheerleading, Cross Country, Volleyball
 Class II - Baseball, Hockey, Softball, Swimming, Tennis, Track.
 Class III - Football, Basketball
4. Classifications in Classes I, II, & III are relative and based on length of season, program development, number of games or events, number of participants, responsibility for other teams and equipment.
5. As a sport develops based on the previously mentioned criteria and upon the recommendation of the Athletic Director, said Sport may be reclassified.
6. If same coach for two levels of the same sport, than coach will receive 90% of the total stipend for both assignments.
7. Non-certified coaches will receive 1% less than the stated percentage.
8. Co-Head Coaches will receive the average of the percentage for Head Coach and Assistant Coach.

9. **VARSITY HEAD COACHES**

Years of Experience	0	1-3	4
CLASS I	8.5%	9%	9.5%
CLASS II	9.5%	10%	10.5%
CLASS III	11 %	12%	13 %

10. **ALL OTHER COACHES**

	Jr.		Jr.			Jr.
	Vars'y Ass't	Jr. Vars'y	Vars'y Ass't	Fresh	Jr. High	High Ass't
CLASS I	8%	8 %	7.5%	7.5%	7.5%	7 %
CLASS II	9%	9 %	8 %	8 %	8 %	7.5%
CLASS III	10%	9.5%	8.5%	8.5%	8 %	7.5%

SCHEDULE C
School Calendar 1993-94

1993-94

OPENING MEETINGS, NO STUDENTS	Aug 30
STUDENTS REPORT	Aug 31
LABOR DAY RECESS	Sept 6
FALL PARENT-TEACHER CONFERENCES	TO BE SCHEDULED
THANKSGIVING RECESS	Nov 25-6
WINTER RECESS BEGINS END OF DAY	Dec 23
CLASSES RESUME	Jan 3
MARTIN LUTHER KING DAY	Jan 17
RECORDS DAY, NO STUDENTS	Jan 21
2ND SEMESTER BEGINS	Jan 24
MID WINTER RECESS	Feb 18-21
SPRING PARENT-TEACHER CONFERENCES	TO BE SCHEDULED
SPRING RECESS BEGINS END OF DAY	Mar 31
CLASSES RESUME	Apr 11
MEMORIAL DAY RECESS	May 30
RECORD DAYS, NO STUDENT	Jun 9-10
2ND SEMESTER ENDS	Jun 10
Total Student Days	180
Total Teacher Days	186

In accordance with State regulations, the first two (2) days when pupil instruction are not provided because of conditions not within the control of school authorities such as severe storms, fires, epidemics or health conditions shall be counted as days of pupil instruction and shall not be rescheduled, or result in any reduction in compensation.

In the event more than two (2) such days occur during the year, the first additional day shall be rescheduled on the date designated for mid-winter recess provided the closed day occurs at least five (5) school days prior to the designated make-up date.

If additional close days beyond three (3) as defined above, then the day(s) shall be rescheduled by adjusting the last day for students the second semester and the records day for teachers in sequence. Non-traditional days of work week (i.e., Saturday and/or Sunday) shall not be used to accommodate these changes in the above calendar.

In the event such rescheduling occurs, additional compensation beyond the annual salary shall not be paid.

APPENDIX E
RIVER ROUGE EDUCATION ASSOCIATION
SICK BANK POLICY

1. The Sick Bank is established to provide for the possibility of extended protection for individuals who are members of the sick leave bank who have exhausted all accrued sick days and are unable to perform their professional responsibilities because of personal illness or disability.
2. In order to be eligible to draw from the bank, each teacher must initially contribute two (2) days to the bank. Within thirty days of employment, all new hires must declare whether he/she wishes to join the bank.
3. When the bank total falls below ninety (90) days, each member will contribute one (1) day at the beginning of the next semester in order to replenish the bank. To continue to be eligible for the bank, teachers must contribute during the general request for sick bank days. Those teachers returning from leave, who did not contribute at the last donation will be asked to donate a day to the bank within their first thirty days of return to work in order to participate in the bank.
4. Coverage from the sick bank may be requested after a waiting period of ten (10) working days initially following the exhaustion of a teacher's accrued sick days. Said waiting period shall not apply in the case of hospitalization.
5. When applying for sick bank usage, it is the responsibility of the employee to provide the Association with a physician's written statement containing a prognosis and anticipated date of return.
6. Written application will be made to the sick bank committee of the Association. Request forms will be made available in all buildings.
7. The Executive Board of the River Rouge Education Association will function as the review committee and shall govern any appeal regarding use of the sick bank.
8. The sick bank committee shall examine the merits of each case and all requests for use from the sick leave bank will be reviewed and reevaluated every fifteen (15) working days.
9. A second doctor's opinion may be required by the Association, at the employee's expense, after thirty (30) days of sick days.
10. A teacher who draws from the sick leave bank is not obligated to repay sick days.
11. It is the Association's responsibility to present copies of all signed forms requesting sick bank leave usage to the Board, and physician's written statement containing a prognosis and anticipated date of return.
12. The number of days that shall be granted per request shall not exceed ninety (90) days.

13. When the sick bank total falls below 90 days, each existing member will contribute one day at the beginning of the next semester to replenish the bank. At this time there exists an "open window" period where individuals who are not sick bank members may join. New members must contribute to the bank the two initial days to join plus any replenish days. New hires must contribute two days to join the bank upon date of hire. Sick bank members may choose to drop from the bank by not contributing the replenish days.

APPENDIX F LETTER OF UNDERSTANDING

The River Rouge Education Association and the Board of Education of the School District of the City of River Rouge as addressed in the preamble of this Master Agreement, affirm their mutual intent in developing an Educational Program to meet the needs and benefit the educational advancements of the students of River Rouge. One method of assessing that achievement by the State of Michigan is through the Michigan Education Assessment Program and the resulting test scores. Notwithstanding the fact that this is only one measure, the parties do hereby agree that during the 1993-94 school year, a joint strategies committee shall be established. Its purpose shall be to design and facilitate the implementation of a plan to improve MEAP composite scores by ten percent (10%) this year.

This Committee shall be made up of three bargaining Unit Members selected by the RREA, Three representatives of the Board, and three individuals from the community who are mutually selected by the parties. A report and plan from this committee shall be submitted to the respective parties of this contract no later than October 31, 1993, and shall be subject to approval by the Board and Union.

SCHOOL DISTRICT OF THE CITY OF RIVER ROUGE
TEACHER EVALUATION

Teacher's Name

Assignment

School

Observation Dates

GUIDE TO OVER-ALL APPRAISAL

1. **UNSATISFACTORY** — rating identifies teachers whose performance fails to meet minimum standards of acceptance. This rating is given when in your judgment, a teacher is seriously deficient in his classroom performance. This can only be determined by repeated observations and conferences. An unsatisfactory rating should not be used as a basis for or means of disciplinary action.
2. **FAIR** — rating identifies a teacher who accomplished his minimum teaching obligations.
3. **SATISFACTORY** — is one whose teaching is sufficiently exceptional to be worthy of special notice. An able, competent teacher.
4. **AN OUTSTANDING TEACHER** — is a rating which must be reserved for those few teachers whose manner of performance, judgement, imagination, initiative, leadership and personality, as demonstrated over and over again, all combine to set him apart as one possessing the qualities of a **SUPERIOR TEACHER**.

TEACHER EVALUATION

Listed below are those factors generally vital in measuring the performance of teachers. Do not allow the evaluation of one factor to influence you on another.

The numerical rating (1-12) assigned to each factor is in ascending order.

Circle **one** number in each scale which best indicates the rate of the teacher's performance.

The result should be a profile of the teacher's relative performance in terms of the separate factors.

1. COMMAND OF SUBJECT MATTER — consider teacher's knowledge and grasp of his subject and its ramifications. This will be revealed in the latter's explanation and guidance of the class in response to student questions.

INADEQUATE — revealed by significant omissions of pertinent materials.			FAIR — able to develop and illustrate his subject.			SATISFACTORY — able to draw upon his own background to supplement work normally done by other teachers.			VERY SATISFACTORY — a scholar in his own right. Respected by his colleagues. Considered by many as an expert.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

2. EFFECTIVENESS OF INSTRUCTION — Consider classroom management and organization, instructional techniques and classroom climate. Do the children see purpose in what they are doing? Consider also discipline, speech, wide pupil participation, etc. Is there evidence of academic achievement?

UNSATISFACTORY — lacks organization and seriousness of purpose. Many distractions and disturbances, or rigid repression of student expression.			FAIR — on the whole, fair classroom control and management. Room for growth.			SATISFACTORY — maintains a pleasant learning atmosphere without harshness. Handles routine procedures smoothly. Clear and effective development of each lesson.			VERY SATISFACTORY — a superior teacher—recognized as such by his peers.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

3. INITIATIVE — consider ability of individual to accomplish the teaching objectives with resources normally available. Does he go out of his way to do a better job? How effectively does he complete assigned tasks?

Lacks aggressiveness and displays little or no initiative.			Efforts usually produce acceptable results.			Utilizes many available resources to make his particular task a success.			Makes an all-out effort in everything he does far beyond what is expected or required.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

4. COOPERATION — consider ability and willingness to work in harmony for and with others.

Inclined to create friction. Does not get along well with people.			Sometimes indifferent to others. Cooperates to a fair degree.			Works in harmony with others. A very good team worker.			Extremely successful in working with others. Actively promotes harmony.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

5. PARTICIPATION — consider degree of participation in the total school program within his capabilities; i.e., experience age, etc.

Passive or not at all.			Engages in school and community affairs to a limited degree.			Active in many places.			Active in all phases of the school and community in an effort to make the program a success.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

6. RELIABILITY AND PERSONAL RESPONSIBILITY — consider his sense of reliability and responsibility as demonstrated in the total school program.

Fails to meet obligations he has accepted.			Reasonably dependable in the execution of responsibilities.			Can be counted on to perform well in any situation.			Has a high sense of duty. Justifies complete confidence.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

7. LEADERSHIP — consider his ability to organize and obtain cooperation of others in directing their efforts effectively.

Shows little evidence to organize and lead.			Shows some evidence of leadership.			Commands respect. Maintains adequate control of a situation.			Effectively uses ability to lead. Inspires confidence to the extent that others follow without hesitation.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

8. GROWTH POTENTIAL — consider his ability and desire to improve himself.

Self satisfied, little interest in improvement.			Demonstrates some adaptability with fair potential for growth.			Constantly strives to improve his capabilities. Able to integrate new ideas into his everyday performance.			Has established a goal and is effectively moving toward attainment.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

9. OVERALL APPRAISAL — compare the teacher with the "ideal" teacher of the same grade. Be objective and impersonal. Think of the teacher's performance over the entire rating period. Remember that extremes of abilities are rare.

An unsatisfactory teacher.			A fair teacher.			A satisfactory teacher of value to the profession.			One of the very few outstanding teachers.			COMMENTS
1	2	3	4	5	6	7	8	9	10	11	12	

Tenure Recommended _____

Second Year Probation _____

Third Year Probation _____

Date _____

Teacher's Signature _____

Supervisor's Signature _____

GRIEVANCE REPORT FORM

School District Of The City Of River Rouge

Name of Grievant

Assignment

A. Violation of master agreement: ARTICLE(S) & SECTION(S) _____

B. Date grievance arose _____

C. Statement of grievance: _____

D. Relief sought _____

Step I - PRINCIPAL

Date Filed

Signature of Grievant

Signature of Union Representative

DATE RECEIVED _____ Disposition: Granted Denied

Reason(s): _____

Signature of Principal

Date Communicated to Grievant

Step II - SUPERINTENDENT

Step III - BOARD OF EDUCATION

Step IV - ARBITRATION

Date Filed

Signature of Grievant

Signature of Union President



