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MASTER AGREEMENT
BETWEEN
WAYNE COUNTY-MEA/NEA
AND
ROMULUS COMMUNITY SCHOOLS BOARD OF EDUCATION

This Agreement entered into this 2nd day of September, 1980, by and between the Board of Education of the Romulus Community Schools, Romulus, Michigan, which together with its designated representatives, hereinafter called the "Employer" and the Wayne County-MEA/NEA, hereinafter called the "Union".

WITNESSETH:

Whereas the Employer and the Union, following negotiations, have reached certain agreements with respect to hours, wages, terms, and conditions of employment, it is hereby agreed as follows:

Romulus Community Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

MEA

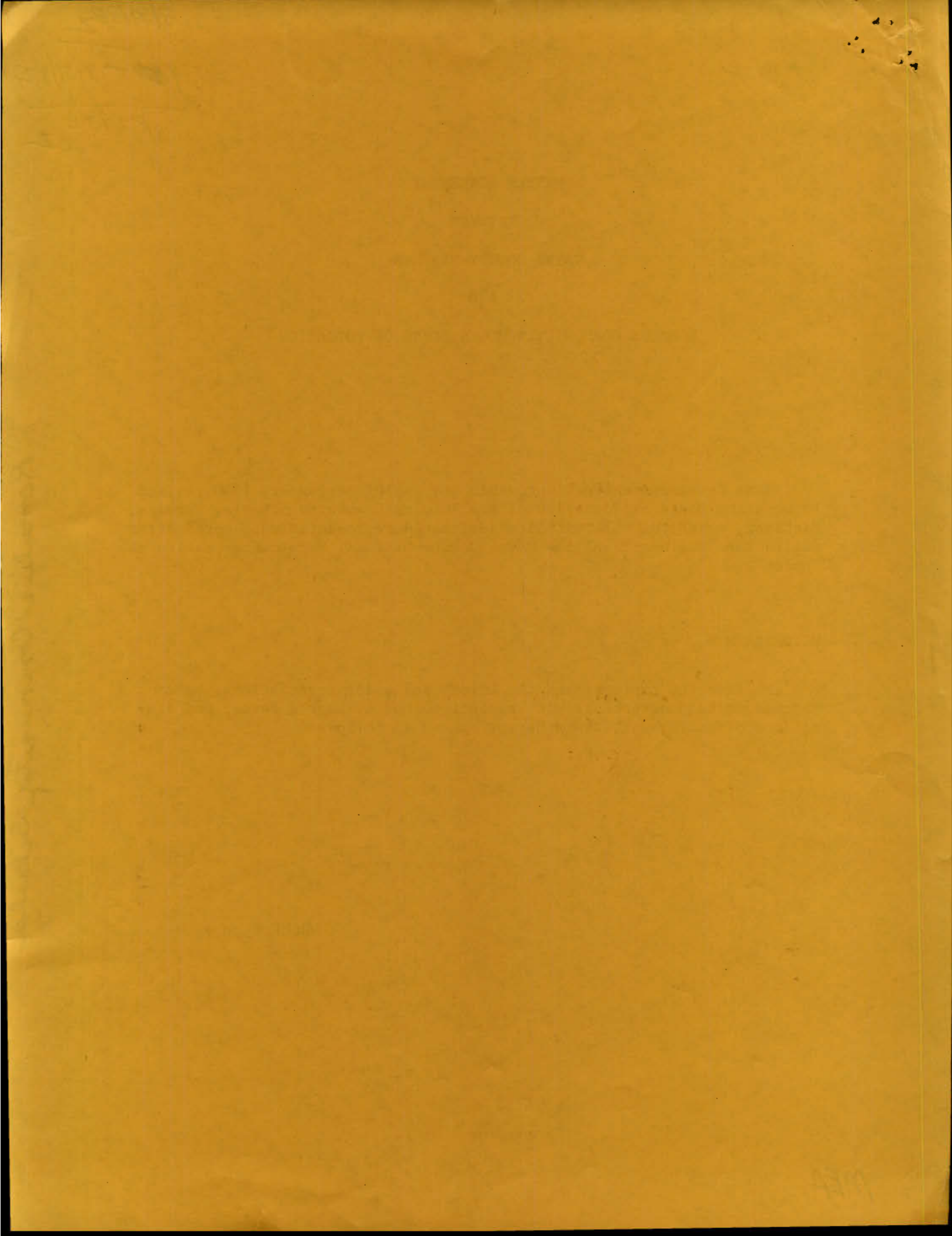


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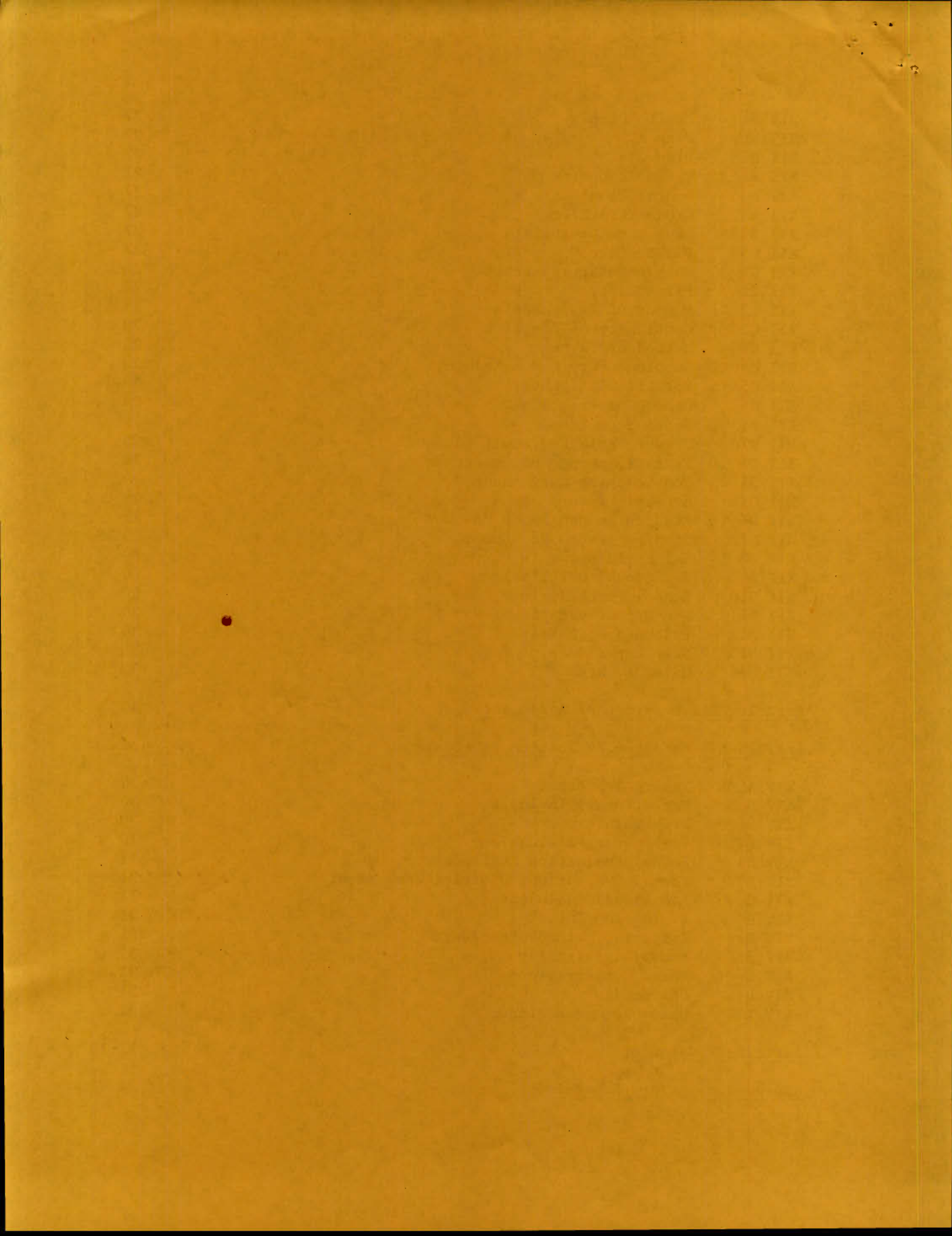
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ARTICLE I - RECOGNITION

- I. A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all certificated instructional personnel employed by the Employer, including teachers, therapists, psychologists, social workers, nurses, vocational education teachers, department heads, temporary teachers, audio-visual co-ordinators, vocational specialists, media specialists, reading specialists, learning center specialists, special needs co-ordinators, counselors, attendance officers, and librarians.
- I. A. 1. Such representation shall cover all personnel assigned to newly created positions, unless the parties agree in advance that such positions are principally supervisory and administrative or otherwise designated as belonging to another recognized employee bargaining unit.
- I. A. 2. Such representation shall exclude the Superintendent, Assistant Superintendents, Directors, Managers, Principals, Assistant Principals, other supervisory or administrative personnel, and per diem substitutes.
- I. A. 3. The term "Employee" or "teacher", when used hereinafter in this Agreement, shall refer to all Employees represented by the Union in the bargaining or negotiating unit as defined above.
- I. B. The Employer agrees not to negotiate with or recognize any teachers' organization or union other than the Wayne County-MEA/NEA for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Employer or its designated representatives from meeting with any Employee or group of Employees for the purpose of hearing and discussing their views.

ARTICLE II - EMPLOYER RIGHTS AND RESPONSIBILITIES

- II. A. Except as modified by the specific terms of this Master Agreement, the Employer retains all rights and powers to manage the Romulus Community Schools, and to direct its Employees through its administrative personnel. The exercise of the following powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, and regulations in furtherance is limited only by the specific and express terms of this Agreement. The Union recognizes these management rights and responsibilities to manage the Public School System, the right:
- II. A. 1. To execute management and administrative control of the school system, its properties and facilities, and the school activities of its Employees during the Employee working hours.
- II. A. 2. To hire all Employees and, subject to the provisions of law, to evaluate and determine their qualifications and conditions for their employment and their continued employment, or their dismissal or demotion; to reprimand or discipline Employees; and to promote and transfer all such Employees. Any reprimand, discipline, demotion, or dismissal shall be for just cause. In emergency situations the Employer may waive the degree requirements; employment shall comply with the certification code.
- II. A. 3. To approve and establish levels and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students.

ARTICLE II - EMPLOYER RIGHTS AND RESPONSIBILITIES (Con't.)

- II. A. 4. To approve and provide the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program and have the foregoing available by the opening of school under normal circumstances.
- II. A. 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of Employees, subject to the express provisions of this Agreement.
- II. B. The Employer recognizes that the Code of Ethics of the Education Profession is considered by the Union and its membership to define acceptable criteria of classroom, professional, personal demeanor and academic freedom. The Employer will report to the offending Employee and to the Union willful infractions of policies, rules, and regulations as set forth in this Agreement.
- II. C. It is the responsibility of the Employer:
 - II. C. 1. To maintain a list of substitute teachers and arrange for substitution when Employees are absent. Employees will be provided with a telephone number which they may call if they are not available for work on any specific day or any period of time.
 - II. C. 2. To provide the Union with fifteen (15) copies of new Board and Administrative Policies within the thirty (30) days following their date of adoption.
 - II. C. 3. To provide the Union with three (3) copies of a list of all Employees and their assignments at least thirty (30) days prior to the beginning of each school year. In addition, the Employer shall provide the Union with three (3) copies of all personnel actions involving Employees within five (5) days of such action.
 - II. C. 4. To consider recommendations made by the Union and/or its representatives.
 - II. C. 5. To provide copies of staff directories to all Employees prior to November 1 of each year, the cost of printing to be shared equally by the Union and the Employer.

ARTICLE III - EMPLOYEE AND UNION RIGHTS

- III. A. Nothing contained herein shall be construed to deny or restrict an Employee's rights under the Michigan General School Laws, Michigan Tenure Law, or other applicable laws and regulations.
- III. B. Building and Equipment Use
 - III. B. 1. The Board grants the Union the right to reasonable use of school premises for its professional and business meetings on the same basis as other civic organizations or groups. The request should be made in writing by the Union, which agrees to pay any overtime costs for use of special facilities which may be incurred by the Union in connection with building use.

ARTICLE III - EMPLOYEE AND UNION RIGHTS (Con't.)

- III. B. 2. The Union Officers, Committee Chairpersons and Building Representatives may use school equipment, such as typewriters, duplicating machines, and adding machines in the building where he or she is assigned.
- III. B. 2. a. All uses of the above listed equipment will be at reasonable times when the equipment is not being utilized.
- III. B. 2. b. Request for such use shall be made to the building principal.
- III. B. 2. c. All materials and supplies are to be furnished by the Union.
- III. B. 2. d. The Union shall be responsible for damage to such equipment caused by its use, and agrees to pay the reasonable cost of repairs.
- III. C. The Union may use the school district mail service and Employee mailboxes for its business and social events announcements. Such announcements shall contain the signature of a Union official, and the Employer assumes no responsibility for the content of any announcements or bulletins. The Union may post its social and business announcements on an adequate portion of the faculty bulletin board in the building lounges.
- III. D. Payroll Deductions
- III. D. 1. The Employee is hereby granted the privilege of payroll deductions for annual dues to the Union and its association affiliates (REA, MEA, NEA). The signed statements of all Employees who desire payroll dues deducted for the first semester shall be presented to the Board business office by September 20. Additional staff hired during the year shall have a thirty (30) day option for payroll deduction. The Union shall at least thirty (30) days prior to the beginning of each school year give written notification to the business office of the amount of dues which are to be deducted that school year. The business offices will deduct 1/20 of the total of such annual dues from the Employee's paycheck in twenty (20) pay periods commencing with the second payroll in September and will remit amount withheld to the Union monthly. The bookkeeping office will provide the Union with a payroll deduction membership list each semester. The Union shall indemnify and save harmless the Employer against and from any and all claims, demands, suits, or other forms of liability which may arise out of reason of action taken by the Employer for the purpose of complying with this Article.
- III. D. 2. Upon written authorization from the Employee, the Employer shall deduct from the salary of any Employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, WC-MEA/NEA-PAC, annuities, credit union, hospitalization, income taxes, charitable donations, or any other plans or programs jointly approved by the Union and the Employer.

ARTICLE III - EMPLOYEE AND UNION RIGHTS (Con't.)

- III. E. Any Employee who is not a member in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall, as a condition of employment, pay as a representation fee to the Union an amount equal to membership dues payable to the Union and its association affiliates, provided, however, that the Employee may authorize payroll deduction for such fee in the same manner as provided in paragraph D of this Article.
- III. E. 1. In the event that an Employee covered by Section E above does not join the Union or tender his/her representation fee to the Union, either directly or through a voluntary deduction authorization as provided above, by the thirtieth (30th) day as required, such Employee shall be terminated in conformance with the Michigan Tenure of Teachers Act; provided the Union has complied with the following:
- III. E. 1. a. Fulfillment of its fiduciary obligations by sending written notice to the Employee that he/she has an obligation to tender dues or representation fee, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice must be sent to the Employer.
- III. E. 1. b. Fulfillment of its responsibility by sending written notice to the Employee (copy to the Employer) that he/she has not fulfilled his/her obligation by the requisite date or reasonable period of time thereafter, and that a request for his/her termination was being made to the Employer.
- III. E. 1. c. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the Employee has not complied with his/her obligation, and that it is an official request of the Union.
- III. E. 2. As a condition of the effectiveness of this Section, the Union agrees to indemnify and save the Employer 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 Employer for the purpose of complying with this Article.
- III. F. The elected officers and building representatives of the Union and its affiliates shall be recognized by the individual school administrators as the official representatives of the Union. The Union shall provide the Superintendent with the names of the elected officers and representatives by January 1. Elected officers and other duly authorized representatives of the Union and/or their affiliates shall announce their presence in each school building to the principal whenever they visit the building on Union business.
- III. G. The regular Union activities of the building representative in his respective building shall not be limited during working hours, provided such activities do not interfere with the responsibilities of said representative or other Employees.
- III. H. It is agreed that all personal mail will be delivered to the Employee unopened, provided it is addressed in such manner so as to make sure the addressee is identifiable.

ARTICLE III - EMPLOYEE AND UNION RIGHTS (Con't.)

- III. I. Elementary Employees may be required to collect weekly lunch monies only on the first school day of a week. They may be required to report a count of students intending to eat school lunches on other days of the week.
- III. J. Each Employee shall be allowed two (2) days release time and reimbursement of reasonable expenses for attending workshops, seminars, and conferences, as approved by the Employer.
- III. K. The Employer agrees, upon written notice, to supply the Union officers with all public records and all adopted policies of the Romulus Community Schools, excluding confidential personnel records.
- III. L. The Employer shall maintain only one (1) personnel file for each Employee, such file to be located in the Personnel Office. Upon written request to the Personnel and Employee Relations Manager, each Employee may review and submit comments to be included in their personnel file.
- III. M. No party to this Agreement shall discriminate in any way against an Employee by reason of his/her membership or participation in the activities of a teacher organization.

ARTICLE IV - EMPLOYEE RESPONSIBILITIES

- IV. A. The Union and individual Employees agree that it is neither their function nor their right to assume administrative responsibilities. No Supervisory responsibilities shall be delegated to any Employee without his/her consent and compensation. The Employee agrees to uphold the policies, rules, and regulations of the Employer as set forth in this Agreement.
- IV. B. It is the responsibility of each Employee to continually improve his/her teaching abilities. In addition, it is the responsibility of the Union and each individual Employee, as well as the Employer, to provide the highest quality education program possible for every boy and girl in the school district.
- IV. C. When an Employee is unable to be in school on any given day, it is the responsibility of the Employee to notify the Employer's answering service no later than 6:30 A.M. for secondary Employees and 7:00 A.M. for elementary Employees on the date the Employee is unavailable, in order that arrangements for a substitute may be made. Failure to so notify the Employer may result in forfeiture of compensation in the amount paid the substitute which was otherwise due the Employee, except in extenuating circumstances. When an Employee anticipates a delay in arrival due to an emergency, the Employee shall notify the Employer or the building administrator as soon as possible, but prior to the start of the student day, so that arrangements can be made until the Employee's arrival.
- IV. D. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Romulus Community Schools that:

ARTICLE IV. EMPLOYEE RESPONSIBILITIES (Con't.)

- IV. D. 1. Upon initial employment, each Employee shall provide, by certification of his/her private physician, evidence of such state of physical and mental health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year, such statement to be on file in the Personnel Office before the Employee is placed on the payroll.
- IV. D. 2. In compliance with the State Administrative Code rules and regulations to control the spread of tuberculosis, all full or part-time Employees shall take an examination and file a statement of freedom from communicable tuberculosis. The statement of initial examination as a condition of employment, and re-examination as required by the State of Michigan, must be filed with the employing agency within fourteen (14) days of the regular school session each school year. Failure to comply will result in notification to the State Department of Public Health.
- IV. E. Evidence of proper certification must be on file in the Personnel Office before an Employee is placed on the payroll.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS

V. A. Normal Workday

- V. A. 1. The normal workday for Employees is as follows:

Elementary	8:30 A.M. to 3:45 P.M.
Secondary	7:30 A.M. to 2:45 P.M.

- V. A. 2. In elementary schools, Employees assigned to bus duty are to remain with students until the last regular bus has left, but not later than 3:15 P.M., except in emergency situations.
- V. A. 3. On days which include parent conferences (as set forth in this Agreement), the workday shall be as follows:
- | <u>Elementary</u> | <u>Secondary</u> |
|--------------------------------------|---------------------------------------|
| 8:30 A.M. to 11:45 A.M. | 7:30 A.M. to 10:45 A.M. |
| 1:00 P.M. to 4:30 P.M. (Conferences) | 12:00 P.M. to 3:30 P.M. (Conferences) |
| 6:00 P.M. to 7:30 P.M. (Conferences) | 5:00 P.M. to 6:30 P.M. (Conferences) |
- V. A. 4. Employees shall be at their teaching stations fifteen (15) minutes after the start of the normal workday.
- V. A. 5. Employees repeatedly reporting to work and/or classrooms late or leaving early are subject to disciplinary action.
- V. A. 6. Variance from the above time schedule may be prearranged by the appropriate administrator(s) and Employees(s) involved.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (Con't.)

- V. A. 7. The management of students during the normal workday is an integral part of all Employees' duties, and they will take effective action to promote conditions within school buildings and on school property which are conducive to good discipline.
- V. A. 8. Within the normal workday as defined above, each Employee shall have one preparation and consultation period of not less than thirty (30) minutes nor more than ninety (90) minutes each normal workday, provided, however, that the total in a five (5) working day period shall not be less than three hundred (300) minutes. It is further understood and agreed that said periods are normally utilized to prepare lessons, classroom materials, and other related activities. These periods may also be used for consultation with the principal, parents, or other staff personnel. Total teaching time shall not exceed one thousand five hundred (1,500) minutes per five (5) day period.
- V. A. 9. Each Employee will be provided a thirty (30) minute duty-free lunch period.
- V. A. 10. Employees may be required to attend two (2) Wednesday staff meetings. The meetings may be either for total staff, department, or grade level, and shall not last over one (1) hour beyond the normal workday. Attendance will be required, and failure to attend may result in appropriate salary reduction.
- V. A. 10: a. Third Wednesday afternoon of each month: building meeting.
- V. A. 10. b. Second Wednesday afternoon of each month:
1) Subject, grade level at elementary schools.
2) Department meetings at intermediate, secondary and district level.
- V. A. 10. c. One general staff meeting per year, at the discretion of the Superintendent of Schools.
- V. A. 10. d. For meetings not included in Article V. A. 10 above, Employees may be requested to attend additional meetings, provided written notification is given at least five (5) school days in advance. Attendance at such meeting is not mandatory.
- V. A. 11.. The Employer and Union encourage active participation in PTA affairs and other educational and community meetings as part of the Employee's professional responsibility.
- V. A. 12. The first Wednesday afternoon of each month is reserved for Union meetings after working hours.
- V. A. 13. Any Employees who are required, in the course of their employment, to travel between buildings shall be provided sufficient time to travel in excess of their preparation/consultation time and lunch period, and shall be reimbursed by the Employer for use of their personal car (at the rate listed in XII. D. 14 of this Agreement).

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (Con't.)

- V. A. 14. Special service personnel may request of their immediate supervisor rescheduling of classes one (1) week in advance in order to conduct rehearsals for annual programs.
- V. A. 15. All Employees are encouraged to have daily written lesson plans. Employees not furnishing lesson plans for substitutes will be subject to discipline.

V. B. Class Size

It is recognized by the Employer and the Union that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class size at an acceptable number -- taking into consideration the building and classroom facilities available and the best interest of the District as deemed administratively feasible. The Employer and the Union agree that a recommended class size for grades K, 1, and 2 is twenty-five (25); 3 and 4, twenty-eight (28); and 5 and 6, thirty (30). These are desirable goals for the Romulus Community School District.

- V. B. 1. The Employer and the Union agree that in every classroom especially designed for teaching a particular subject, such as typing, industrial arts classes, etc., which have standard student stations, the class size shall not exceed the number of stations. A work station shall be defined as that area which provides adequate working space necessary to allow a student to fulfill the requirements of the class.
- V. B. 2. The Employer and the Union agree that for grades kindergarten through 2, the maximum class size for any class in the District shall be thirty (30) students.
- V. B. 3. The Employer and the Union agree that for grades 3 and above for all normal academic classes (other than chorus, physical education, music, art, etc.), the maximum class size will be thirty-three (33) students in any class in the District.
- V. B. 4. The ratio of students to counselors in the secondary schools shall normally be 400-1. (North Central criteria to serve as minimum).
- V. B. 5. Split-level classes at the elementary level are less desirable and will only be utilized at times of abnormal circumstances.
- V. B. 6. Class size maximums shall not take effect until the second Monday after Labor Day.
- V. B. 7. When class size exceeds the above maximums and no other adjustments are feasible, the Employer shall pay the Employee a stipend for any pupils above the maximums. The stipend for class size excesses shall be: number of additional students x number of hours with additional students x BA Step 1 hourly rate ÷ class size maximum. The number of pupils in grades K-2 shall not exceed 33; the number of pupils in grades 3-12 shall not exceed 35. The above prorated stipend will be paid for as long as maxima are exceeded.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (Con't.)

V. C. Department Heads

V. C. 1: Designation:

V. C. 1. a. There shall be one (1) Department Head for each of the following subject area groupings at the Senior High School:

Science
Mathematics
English/Languages
Social Studies

V. C. 1. b. There shall be one (1) Department Head for each of the following area groupings at the Junior High Schools, grades 7-9:

Science
Mathematics
English/Languages
Social Studies

V. C. 1. c. There shall be one (1) Department Head for each of the following combined subject area groupings at the Junior and Senior High Schools:

Home Economics, Commercial Foods and Cosmetology
Industrial Arts
Business
Physical Education/Health

V. C. 1. d. There shall be one (1) Department Head for each of the following combined subject area groupings in the elementary schools:

Physical Education

V. C. 1. e. There shall be one (1) Department Head for each of the following combined subject area groupings in the school district:

Music Education
Art Education

V. C. 2. Selection

V. C. 2. a. Department Heads shall be selected by principals with final approval reserved by the Board of Education.

V. C. 2. b. The Employer and the Union agree that the position of Department Head should be filled by the best qualified applicant. All qualifications being equal, the applicant who meets the following will receive priority consideration:

V. C. 2. b. 1) Experience in the School District will be considered.

V. C. 2. b. 2) Employee who has a Major in the designated department and/or subject area grouping.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (Con't.)

- V. C. 2. c. Employees wishing to apply for the position of Department Head shall do so in writing, outlining their qualifications for the position.
- V. C. 2. d. The principal shall post in his/her building, on the faculty bulletin board, that the position is available and request that interested Employees apply. Such notice shall include required qualifications.
- V. C. 2. e. Qualifications for the position of Department Head shall be as uniform as possible throughout the District.
- V. C. 3. Duties:
 - V. C. 3. a. To exercise professional leadership in the establishment of courses of study for each department.
 - V. C. 3. b. To serve as chairperson for all department meetings, reports of these meetings to be submitted to the principal.
 - V. C. 3. c. To exercise leadership in determining equipment and supplies needed for each department.
 - V. C. 3. c. 1) Each Department Head will maintain a textbook, equipment, and materials inventory for his/her department.
 - V. C. 3. c. 2) He/She will be responsible for the preparation of a budget for his/her department for submission to his/her principal.
 - V. C. 3. d. To screen and submit to the principal for approval all requisitions and transportation requests from members of his/her department.
 - V. C. 3. e. To hold at least one (1) department meeting per month and attend monthly department meetings held by the principal.
 - V. C. 3. f. To read professionally to keep abreast of new methods and techniques as they are related to his/her department.
 - V. C. 3. g. To be responsible for building and/or district-wide educational exhibits, such as displays and programs.
 - V. C. 3. h. To assist in the development of a school budget.
 - V. C. 3. i. To be available for consultation with members by appointment for a minimum of 30 minutes daily after the Employee's normal work day.
 - V. C. 3. j. To notify department members of time, date, and place of monthly meetings.

V. C. 4. Compensation

The compensation for Department Heads shall be at the percentage rate listed in Article XII of this Agreement.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (Con't.)

V. D. Facilities

- V. D. 1. The Employer will make every effort to maintain its facilities, and where mechanical systems fail the Employer will make necessary repairs to render the systems operational as soon as possible and/or provide alternative accommodations if available.
- V. D. 2. The Employer will provide in every school an Employee work area containing adequate equipment, supplies and facilities to aid in planning and preparation, including a minimum of one (1) typewriter and duplicating machine.
- V. D. 3. The Employer will provide an appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned Employee work area. Schools shall have cooking facilities, including refrigeration, sink, running water, and storage in the area of the lounge. The Employer will allow Employees to arrange for the installation of refreshment facilities in the various faculty lounges.
- V. D. 4. Telephones
- V. D. 4. a. The Employer will make every effort to provide convenient telephones for Employees, which shall include installation of non-pay telephones in the employee lounges in all elementary and junior high schools. The Employer will pay installation costs and basic monthly charges; the Union will pay any additional monthly charges. Telephones may be used for personal business when Employees are in non-teaching capacity.
- V. D. 4. b. An additional telephone line will be placed in each elementary school to facilitate confidential communication directly relating to school business.
- V. D. 5. The Employer will provide each Employee with a secure storage area for personal belongings, provided that the Employer shall not be the insurer of the employees personal belongings and assumes no liability for same.
- V. D. 6. Where parking facilities for Employees are not considered adequate, the Employer will continue to improve such facilities.

V. E. Seniority

- V. E. 1. Seniority is defined as the continuous length of service within the bargaining unit as defined in Article I.
- V. E. 2. An Employee's seniority date shall be the date of hire by formal action of the Employer, or the date of execution by the Employer of the first individual teaching contract of the Employee, or the first day on which the Employee reported to work and maintained continuous employment in the district thereafter, whichever occurred first.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (Con't.)

- V. E. 3. In the circumstance of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Union and Employee(s) so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected Employees and Union representatives to be in attendance.
- V. E. 4. Seniority shall continue to accumulate when an Employee is on layoff, and during all leaves of absence. However, the amount of seniority accumulated on leave(s) cannot exceed the total amount acquired prior to the leave.
- V. E. 5. The seniority list shall be published and available in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Union.
- V. F. Assignments and Transfers
- V. F. 1. Employees' assignments, transfers, and promotions shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
- V. F. 2. The statements in this section apply to the teaching positions as covered by probationary and tenure contracts.
- V. F. 3. Assignments
- V. F. 3. a. Assignments shall be made at the discretion of the Employer and within the areas of teaching competence, teaching certificate, or their major or minor fields of study, except temporarily and for good cause; the latter being by mutual consent between Employee and administration.
- V. F. 3. b. Employees shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, and under normal circumstances not later than June 1. In the event of a change in circumstances or conditions during the months of May through August (e.g., resignations), such assignments may be changed by mutual consent whenever it is possible to contact the Employee.

- V. F. 3. c. No regularly assigned Employee shall be used as a substitute teacher except with mutual consent.
- V. F. 3. d. In arranging schedules for Employees who are assigned to more than one school, inter-school travel will be limited to a minimum. Such assignments may be changed by mutual consent whenever possible. The final decision in any such schedule shall rest with the Assistant Superintendent.
- V. F. 3. e. Employees who are assigned to more than one building on a daily basis and are thus required to travel between schools will be assigned a maximum workload of five (5) hours of assignments per day including travel time.
- V. F. 3. f. Those Employees whose building assignments have been changed shall, within fifteen (15) days after notification, have the option of requesting a transfer to an alternative building, even though the transfer deadline may have elapsed.
- V. F. 3. g. No additional assignments above the normal schedule shall be given without the mutual consent of the Employee. All qualified tenured Employees in the department shall be contacted concerning the additional assignment. If there is no qualified tenured Employee in the department who has consented, probationary Employees in the department can be offered said assignment. Other Employees in the building may be contacted after the foregoing procedure has been followed. Compensation for this additional assignment is covered in Article XIII.

V. F. 4. Transfers

- V. F. 4. a. Each year prior to May 1, Employees may request transfer to another school for the ensuing school year commencing the following September. The Employee shall make such request in writing, set forth the reasons for the transfer, and outline his/her qualifications for the position, if different from the position he/she currently holds.
- V. F. 4. b. Prior to the effectuation of any involuntary transfer, the Superintendent (or his/her designee) shall provide the effected Employee, upon request, with the reasons for the transfer.
- V. F. 4. c. When involuntary transfers are effected for a necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, the expressed wishes of the Employees concerned will be honored to the extent possible.
- V. F. 4. d. No Employee shall be discriminated against because of a request for a transfer.

V. G. Lay-Off and Recall

- V. G. 1. A reduction in staff beyond attrition may occur as a consequence of a decreased student enrollment or shortage of revenues to the district. Such a reduction or lay-off shall be effectuated in the following order:

- V. G. 1. a. Temporary Employees, if any, will be laid off before all others.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS (continued)

- V. G. 1. b. Probationary Employees with the least seniority will be laid off next, except that the Employer may pass over for lay-off any Employee who, because of state requirements for specialized certification, cannot be replaced in established programs.
- V. G. 1. c. Tenured Employees with the least seniority will be laid off next, provided the remaining Employees hold the certification required of remaining assignments in the district. The Employer may pass over any Employee who, because of state requirements for specialized certification, cannot be replaced in established programs.
- V. G. 2. The Employer shall give sixty (60) calendar days notice to Employees of a pending reduction in workforce, except in the event of a need to reduce the workforce due to a shortage of revenues caused by a previously unannounced reduction in state or federal aid. In these latter events, the Employer shall give as much notice as possible, and in no event shall the notice be less than thirty (30) days.
- V. G. 3. The Employer shall recall laid-off Employees in the reverse order of lay-off, provided that the Employee is certified for the vacant position. Should the vacant position be in grades 9-12, the Employee must also meet the North Central Accreditation Association standards for teaching the subject or subjects in question.
- V. G. 4. The laid-off Employee shall have priority on the substitute list, according to seniority, provided he/she notified the Employer in writing of his/her intention to be available for substitute work.
- V. G. 5. Any Employee accepting gainful employment elsewhere shall not be terminated for that reason except on written request of the Employee.
- V. G. 6. No new Employees shall be hired by the Employer while there are Employees of the District who are laid off, unless there are no Employees with proper certification to fill any vacancy which may arise.
- V. G. 7. Any Employee on lay-off who fails to accept recall within fifteen (15) calendar days after certified mailing of notice of recall shall be terminated. Acceptance of recall shall be made by certified mail.
- V. G. 8. A laid-off Employee may continue insurance benefits by paying monthly the normal subscriber group rate premiums to the Employer.
- V. G. 9. When vacancies occur and there is no laid-off Romulus Employee certified for the position, the Employer agrees to interview laid-off teachers from the districts where the Local Association is affiliated with Wayne County-MEA/NEA who are certified for the vacancies posted and make application during the posting period.

ARTICLE VI - LEAVES

- VI. A. The Employer agrees to grant leaves of absence for the following reasons: Health, Child Care, Study or Travel, Military Service, Peace Corp, Teacher Corp, Exchange Teacher Program, Sabbatical, and State and/or National Association Office. It is expected that such leaves will be arranged for in advance except in case of emergency. All leaves of absence with the exception of those granted for Military Service, shall be subject to the following provisions:

- VI. A. 1. Eligibility for a leave of absence other than health requires a minimum of two (2) years employment by the School District immediately prior to such leave of absence.
- VI. A. 2. An extension of a leave of absence, or consecutive leaves of absence, may be granted by the Employer.
- VI. A. 3. While an Employee is granted a leave of absence, he/she shall retain the following employment rights held by him/her before such leave was granted:
 - VI. A. 3. a. The step on the current salary schedule attained during the last year of actual service in the district.
 - VI. A. 3. b. Unused sick leave held at the start of the leave of absence.
- VI. A. 4. The Employer shall re-employ each Employee, provided he/she remains qualified and certified, returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year. An Employee on leave of absence must give written notice to the Superintendent of Schools by April 1st of the year the leave expires of his/her intention to return or resign; failure to furnish such notice shall constitute a notice of resignation. The Employer may contact Employees on leave prior to April 1st to determine their intentions.
- VI. A. 5. The notice of intention to return to duty after a health or sick leave shall be accompanied by a written statement from a physician, psychologist, or psychiatrist, certifying the fitness of the Employee to fulfill his/her duties.

Any Employee who has been absent because of a nervous disorder must present a satisfactory report from a recognized physician and psychologist or psychiatrist, and may also be requested to submit to an examination by a physician and psychologist or psychiatrist selected by the Employer, such examination to be at the Employer's expense.

- VI. A. 6. Re-employment will be to the previously held position or similar position. Necessary reduction of the school staff may relieve the Superintendent of this obligation. If this occurs, seniority will prevail.
- VI. A. 7. Requests for other than specified leaves or exceptions to the leave policy will be subject to the approval of the Superintendent of Schools.
- VI. A. 8. Leaves of absence for specific reasons shall also be governed by the following provisions:
 - VI. A. 8. a. Health Leave: Health leaves, when recommended by a physician, shall be granted up to a maximum of one year, plus any unfinished year at the time the leave of absence is granted. Application for such leave must include a beginning date and an expected termination date for the leave. At the end of such leave, the Employee must either return or resign unless a special extension is recommended by the physician and approved by the Superintendent. When the Employee's health permits his/her return, the Superintendent shall give him/her a teaching assignment provided the Employee makes a written request thirty (30) days prior to his/her return. The returning Employee's seniority status may entitle him/her to an assignment sooner, should one occur. This leave shall include illness and/or disability caused by or related to pregnancy.

- VI. A. 8. b. Child Care Leave: A leave of absence may be granted to an Employee for the purpose of child care. The leave period may be for a specified period of time not to exceed one year. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the Employee, and the Employee shall be re-employed pursuant to paragraph A (4) of this Article.
- VI. A. 8. c. Study, Travel, Peace Corp, Teacher Corp, and Exchange Teacher Program: Leave for any of these purposes shall be granted for a maximum of one (1) year, subject to the recommendations of the Superintendent. No more than two percent (2%), rounded to the nearest lower whole number, of the total teaching staff may be granted a leave under this section.
- VI. A. 8. d. Sabbatical Leave:
- VI. A. 8. d. (1) Under the provisions of Section 572 of the School Code, a sabbatical leave of one (1) year for professional improvement may be granted to Employees who have been employed in the school district for seven (7) consecutive years.
- VI. A. 8. d. (2) No more than one percent (1%) of the total teaching staff may be granted a leave under this Section.
- VI. A. 8. d. (3) Employees on sabbatical leave will be granted one-half ($\frac{1}{2}$) of a year's salary, salary to be based on the step on the current salary schedule attained during the last year of actual service in the district. This amount shall be paid during the leave as follows: One-third ($\frac{1}{3}$) in September, one-third ($\frac{1}{3}$) in January, and one-third ($\frac{1}{3}$) in June. In addition, the Employer will pay the health insurance premiums and insurance premiums held by the Employee prior to this leave and referred to in Article XII.B.
- VI. A. 8. d. (4) The Employee must return for not less than three (3) additional years employment in the district unless terminated through extenuating circumstances. Upon failure to comply with this provision, repayment to the school district for the sabbatical leave pay, health, dental and vision insurance, life insurance and long term disability insurance premiums will be prorated to the amount of additional employment.
- VI. A. 8. e. Military Leave: Any Employee covered by the salary schedule who terminated employment in the school district to perform involuntary active service in the Armed Forces of the United States is entitled to re-employment rights in the position he/she is vacating, or one of like status and pay scale, provided the Employee serves only one draft term or until the state of emergency is ended, and provided also as follows:
- VI. A. 8. e. (1) The position vacated is other than temporary.
- VI. A. 8. e. (2) He/she honorably discharged from the armed services.
- VI. A. 8. e. (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

VI. A. 8. e. (4) He/she still qualified to perform the duties of the position.

VI. A. 8. e. (5) In the event of re-employment, accrued seniority shall be granted and increments shall be added as if the Employee had been in the school district employ during the time of such active service in the armed forces.

VI. A. 8. e. (6) Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

VI. A. 8. f. State and/or National Association Leave: Any Employee elected president, vice president or secretary-treasurer of the parent associations shall be granted one (1) year leave of absence from the Romulus Community Schools without pay, but without loss of benefits.

VI. A. 8. g. Union Leaves:

VI. A. 8. g. (1) Any Employee elected president of Wayne County-MEA/NEA shall be granted a two (2) year leave of absence from his/her teaching responsibilities without pay and benefits.

VI. A. 8. g. (2) The Employer shall provide a bank of days which may be used by Employees who are engaged in Union business; the number of days shall be based on a ratio of one day for every ten (10) members of the bargaining unit rounded to the nearest whole number. The Union shall designate the Employee(s) concerned and shall notify the Employer no less than 48 hours in advance of taking such leave. No more than four (4) members of the Union may take Union days in any one (1) calendar day.

VI. B. Leave with Pay

VI. B. 1. Personal Days

VI. B. 1. a. All Employees employed by the district for the full school year shall be allotted twelve (12) days per year for use for personal illness and personal leave (to accommodate personal matters that cannot be accomplished at times that school is not in session), with no limit as to accumulation of days. Days to be allotted at the rate of six (6) the first semester and six (6) the second semester.

VI. B. 1. b. From these days each Employee shall contribute, on the first day of school, one day to the district sick bank to be administered by the Superintendent of Schools.

VI. B. 2. If an Employee incurs a reduction in pay in the first semester due to the exhaustion of that Employee's paid leave days, that Employee shall recover lost pay, upon request, be redeeming unused second semester leave days at the rate of one day's pay per unused leave day. This request for reimbursement shall be made by June 30 of the same year and shall not exceed the amount of pay lost in the first semester. The Employee's second semester leave days shall then be reduced by the number of days redeemed for this purpose.

- VI. B. 3. In the event of absence of an Employee for illness in excess of three (3) consecutive working days, or in the event the Employee has used his or her yearly allotment, or if absence is due to illness or death in the Employee's family, the Employee may use his/her accumulated leave days.
- VI. B. 4. In the event of absence of an Employee for illness in excess of five (5) consecutive working days, the Employer may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Employer's expense.
- VI. B. 5. For the protection of children, the Employer may require of the Employee a health certificate from a reputable physician to be filed in the Office of the Superintendent of Schools at the Employer's expense. Any Employee who is not able to return to duty on Monday following two weeks' illness or injury shall present a certificate of ableness to the Superintendent of Schools upon his/her return to work. This certificate shall be signed by a recognized physician.
- VI. B. 6. District Sick Bank
- VI. B. 6. a. Employees who have exhausted their accumulated personal leave allowance and who have been absent for seven (7) consecutive work days may make reasonable withdrawals, as determined by the guidelines, from the district sick bank, provided there are a sufficient number of days in the bank. An Employee's own sick leave days shall count toward the seven (7) day requirement. At the end of each school year, all days remaining in the bank will be removed from the bank and from the Employer's liability and not accumulated.
- VI. B. 6. b. Each Employee who applies for days from the bank shall provide medical evidence indicating need for the days and expected duration of the illness or injury.
- VI. B. 6. c. No days shall be allotted to an Employee for an illness or injury covered by a worker's disability compensation award.
- VI. B. 6. d. Sick bank days will be applied retroactive to the first consecutive work day missed after the Employee's own leave days are exhausted.
- VI. B. 7. In cases of personal business leave, written notification of the leave will be made as far in advance as practicable. If possible, this notification should be made 48 hours in advance and in writing.
- VI. B. 8. Personal Business Leave days may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the Employee and granted by the Superintendent of Schools in advance of the intended absence. Failure to follow the above procedure may result in loss of pay for the days absent.
- VI. B. 9. Jury Duty
- VI. B. 9. a. An Employee called to jury duty or subpoenaed by a court during the school year shall notify the Superintendent or his designee immediately upon receipt of such call. The Superintendent or his designee may contact the court to request that an Employee be excused.

ARTICLE VI - LEAVES (continued)

VI. B. 9. b. The Employee shall be granted a paid leave for such purposes, and shall reimburse the Employer any pay received for the performance of such duty. Such leave shall not be deducted from personal leave.

VI. C. Compensatory Leave Options

VI. C. 1. This compensatory time option is intended as a voluntary program for Employees who have indicated their willingness to substitute.

VI. C. 2. Employees will receive compensatory time, as per their request on the proper form. Compensatory time may be taken in the following manner:

VI. C. 2. a. Early Dismissal per prior arrangements with the building principal.

VI. C. 2. b. Extra preparation and planning time within the building per prior arrangements with the building principal.

VI. C. 2. c. Time off accordingly:

VI. C. 2. c. (1) Compensatory time shall be earned at the rate of five (5) classroom hours equaling one compensatory day for junior and senior high school Employees. The elementary school equivalent shall be three hundred (300) minutes. The administration and Employees are responsible for maintaining accurate records.

VI. C. 2. c. (2) In the event that an elementary Employee takes another Employee's entire class in addition to his/her own, he/she shall earn full compensation time involved. In the event that an elementary Employee takes up to one-half (1/2) of another Employee's class in addition to his/her own, he/she shall earn compensatory time for one-half (1/2) the time involved. If an Employee shall leave the district, he/she shall be compensated for any unused compensatory time, and such payment shall be at the predetermined substitute rate for regular classroom Employees. The failure to request or arrange for compensatory time shall not obligate the District in any respect for compensation. After June 1 of a particular year, this program will not be in effect and no compensatory days will be granted.

VI. C. 2. c. (3) Compensatory time leave is not to be interpreted as a personal leave day and will not be added to P.L.D. accumulation. Compensatory time leave shall be taken only on days when regular substitutes are available and must be requested and approved forty-eight (48) hours in advance, but in no case may be taken on parent conference days. In addition, secondary level Employees may not take compensatory days on examination days or card marking days.

ARTICLE VII - GRIEVANCE PROCEDURE

VII. A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which from time to time arise affecting the welfare or working conditions of Employees. Both parties agree that these proceedings shall be informal and confidential.

ARTICLE VII - GRIEVANCE PROCEDURE (continued)

VII. B. Definition:

A "grievance" shall mean an alleged violation, misinterpretation, or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment. A grievance may be filed by an aggrieved Employee or by the Union.

VII. C. Procedure:

When an affected Employee(s) becomes aware of a grievance, said Employee(s) shall request a meeting with his/her immediate supervisor within seven (7) consecutive school days from the time of the incident, in an effort to resolve the grievance. The Union may be notified and a representative thereof may be present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, the Employee may formalize the grievance in writing as provided hereunder.

- VII. C. 1. Formal Level 1: If the grievance is not resolved at the informal level, the complaint may become a formal grievance. If such occurs, it shall be submitted, in writing, within five (5) days of the informal meeting. A copy of the grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.
- VII. C. 2. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) days of receipt of the grievance, the grievances shall be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s).
- VII. C. 3. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.

VII. D. Miscellaneous Grievance Provisions:

- VII. D. 1. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties. In the event this is not possible, the grievance may, by mutual agreement, be processed during the working day and the Union (or the Employee if the Union will not represent) will pay any compensation or expenses to be paid to its witnesses.

ARTICLE VII - GRIEVANCE PROCEDURE (continued)

- VII. D. 2. Any step in the grievance procedure may be bypassed to the next level for any reason as determined by mutual agreement of the Union and the Employer.
- VII. D. 3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Union to proceed to the next step of the grievance procedure.
- VII. D. 4. Failure of the Employee or the Union to process the grievance to the next step in accordance with the time limit specified in the grievance procedure shall mean the grievance is withdrawn.
- VII. D. 5. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- VII. D. 6. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the grievance procedure until resolution.
- VII. D. 7. If any Employee for whom a grievance is sustained shall be found to have lost any compensation, the same or its equivalent in money shall be paid to him/her and his/her personnel file shall be cleared of any reference to this action.
- VII. D. 8. For the purpose of assisting an Employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an Employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- VII. D. 9. A probationary Employee who is terminated during his/her initial ninety (90) calendar days of employment shall be notified of the reasons for his/her termination and may at his/her request have a hearing before the Superintendent or his designee. Said termination shall not be subject to the grievance procedure.
- VII. D. 10. All matters regarding supplemental contract assignments shall be subject to the grievance procedure but shall not be arbitratable. The Employee may appeal these matters to the Board of Education after Formal Level 2 in the grievance procedure.
- VII. D. 11. The Union agrees that if the Union arbitrates the termination of a tenured Employee, the Union or any of its affiliation organizations will not support that Employee in any procedures instituted under the Michigan Teacher Tenure Act. If the Union or its affiliated organizations support the tenured Employee in contesting a termination under procedures of the Michigan Teacher Tenure Act, any grievance over such shall not be arbitratable.
- VII. D. 12. The term "days" when used in this article shall mean workdays. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.

- VIII. A. Employees shall observe rules concerning discipline of students as have been established by the Employer and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against an Employee as a result of being a Board Employee, the Employer will provide reasonable legal advice to the Employee. If it is alleged that an Employee committed assault and battery or assault and battery is committed on his/her person in the course of his/her employment and the Employee is ultimately exonerated, the Employer will reimburse the Employee for legal counsel fees actually expended, but in no event more than the sum set forth on the suggested minimum fee schedule of the Michigan State Bar Association. The Employee shall furnish the Employer with a statement from his/her legal counsel certifying the legal fees actually paid by the Employee. Time lost by an Employee in connection with such an incident mentioned in this section shall not be charged to the Employee.
- VIII. B. The Employer will support and assist Employees with respect to the maintenance of control and discipline in the classroom. Reasonable support shall be given by the principal to Employees in disciplinary matters consistent with Employer policy.
- VIII. C. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Employer for damage or loss to persons or property except in the case of gross negligence.
- VIII. D. An Employee shall report to the Superintendent or designee any situation which he/she feels subject him/her to an unreasonable risk to his/her personal safety. The Superintendent or his designee shall take the action he deems necessary to correct the situation.
- VIII. E. Damage Reimbursement:
- VIII. E. 1. The Employer shall reimburse Employees (to a maximum of 1% of the B.A. Base per item minus reasonable depreciation allowance) for any damage or destruction of clothing or personal property worn on one's person; such as watches, jewelry and glasses, if these items are damaged or lost because of a violent act by a member of the student body, or directly related to the actual performance of one's duty.
- VIII. E. 2. The reimbursement request must be submitted within forty-eight (48) hours of the occurrence of the incident and verified by the building/program administrator and accompanied by an invoice showing replacement, servicing, or purchase of the item. This section will not cover automobile damages, personal equipment damage, or items that are stolen or allegedly stolen while on the school premises.
- VIII. F. Prior to taking action upon a complaint by a parent or a student directed toward an Employee, the Employer shall notify the Employee of the complaint and the Employee shall be given an opportunity to discuss the matter with the Superintendent or his designee.

- VIII. G. Employees shall report to the Superintendent or his designee cases involving assaults suffered by them while performing their assigned duties. Appropriate action and/or discipline in response to incidents will be determined and administered by and at the discretion of the Superintendent or his designee.
- VIII. G. 1. The Employer will furnish the Employee with legal advice as to his/her rights with respect to the assault, and will render assistance to the Employee in connection with handling of the incident by law enforcement authorities.
- VIII. G. 2. Time lost by the Employee as a result of the assault will not be charged against the Employee.
- VIII. H. Worker's Disability Compensation:
- VIII. H. 1. Any Employee who is absent because of an injury or disease sustained or contracted while on duty for the Romulus Community School District, compensable under the Michigan Worker's Disability Compensation Law shall receive from the Employer the difference between the Worker's Disability Compensation payment prescribed by law and his/her regular salary for a period of twelve (12) weeks (sixty working days). This benefit is to be provided without reduction of his/her sick leave bank. At the end of the twelve (12) week period, the Employee has the option of district sick leave benefits or continued Worker's Disability Compensation or both.
- VIII. H. 2. The Employer shall designate at least two (2) physicians, one of which is a medical doctor, to whom an Employee may report for examination to comply with Worker's Disability Compensation Insurance.
- VIII. I. The Employer shall notify Employees as early as possible of changes in the daily teaching schedule which are brought about by severe weather, heating plant failures, etc. In instances of severe weather and possible hazardous driving conditions in the City of Romulus, the Employer agrees further to consult with traffic advisory authorities for the purpose of determining the advisability of deviating from the regular school day. Any change will be announced over local and area radio stations agreed upon by both parties as early as possible.

ARTICLE IX - CONTRACTS

- IX. A. It is agreed that contracts for non-tenured personnel, including those recommended for tenure, will be routinely issued in the Spring of each year. The contract will contain the current year's salary figures until a new agreement has been achieved.
- IX. B. Salary notices and assignments for tenured personnel will be issued yearly by the Employer.
- IX. C. It is understood that all contracts issued by the District will be subject to the Master Agreement entered into between the Employer and the Union.
- IX. D. The Employer agrees to adopt the Teacher's Probationary Contract, Teacher's Continuing Contract and the Salary and Assignment Notice to Professional Staff.

IX. F. Temporary Teaching Contract:

- IX. E. 1. When an Employee working on a daily substitute basis is responsible for the same teaching assignment for:
- IX. E. 1. a. A period exceeding ten (10) consecutive days, such Employee shall be paid at the rate of .4% of the BA Step 1 of the salary schedule per day, retroactive to the first day of such assignment.
- IX. E. 1. b. A period of ninety (90) consecutive working days or more, such Employee shall be paid at a rate equal to the BA-1 step of the salary schedule, retroactive to the first day of such assignment.
- IX. E. 1. c. A period of one hundred eighty (180) consecutive working days or more, such Employee shall be paid at the rate equal to (b) above for the first one hundred eighty-five (185) working days, and thereafter any Employee who continues uninterrupted employment as a temporary Employee will be placed on the appropriate BA Step of the salary schedule consistent with their length of service to the district.
- IX. E. 2. When a temporary Employee falls under category (b) above, he/she, upon approval of the Employee, shall receive a temporary teaching contract retroactive to the first day of such assignment.
- IX. E. 3. Employees working under a temporary contract shall be afforded an opportunity to make application for any posted vacancy.
- IX. F. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with terms contained in any individual Employee contracts heretofore in effect. All future individual Employee contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE X - MISCELLANEOUS

- X. A. If any provision of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to State and Federal law, then 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.
- X. B. The Union may meet with the Board of Education or its designated representatives from time to time to discuss matters of mutual concern which are not covered in the Agreement.
- X. C. Copies of this Agreement shall be provided for all members of the Union, the School Board, and other interested parties. Expenses of printing shall be shared equally by the Union and the Employer.
- X. D. No Employee shall be assigned to supervise a student teacher without the Employee's consent.

ARTICLE XI - RETIREMENT AND/OR SEVERANCE

- XI. A. It shall be mandatory that all Employees be retired from regular employment upon the completion of the fiscal school year in which the Employee attains the age of seventy (70) years.
- XI. A. 1. Retirement pay for all Employees who have five (5) years in the system at retirement based upon Michigan School Law or Social Security Law, shall be paid at the rate of one-half ($\frac{1}{2}$) of unused sick days at the contract rate of pay up to a maximum of \$10,000.
- XI. A. 2. Terminal leave pay for any Employee leaving the Romulus School District after ten (10) years or more of continuous service will be paid for one-half ($\frac{1}{2}$) of his unused sick days at the contract rate of pay up to a maximum of \$5,000.
- XI. A. 3. Upon death of an Employee during employment, retirement pay and/or terminal leave pay will be paid to the beneficiary.

ARTICLE XII - PROFESSIONAL COMPENSATION

- XII. A. The salaries of Employees are set forth as follows:
- XII. A. 1. The 1979-80 Salary Schedule shall be determined as follows:
Each step of the 1978-79 Salary Schedule shall be increased by eight (8%) percent.
- XII. A. 2. The 1980-81 Salary Schedule shall be determined as follows:
- XII. A. 2. a. Each step of the 1979-80 salary schedules shall be increased by a cost-of-living adjustment.
- XII. A. 2. a. (1) The cost-of-living adjustment shall be determined in accordance with changes in the Consumer Price Index for All Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the CPI-U.
- XII. A. 2. a. (2) The amount of the cost-of-living adjustment added to each step of each salary schedule, shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth (0.1%) of the CPI-U. This percentage shall be determined by subtracting the CPI-U of June, 1979, from the CPI-U of June, 1980; the difference shall be divided by the CPI-U of June, 1979. This percentage increase shall not exceed seven (7) percent. This percentage increase shall be applied to each step of each salary schedule for 1979-80 to determine the dollar equivalent.

ARTICLE XII - PROFESSIONAL COMPENSATION (continued)

- XII. A. 2. a. (3) It is understood that if an application of the cost-of-living adjustment would produce a reduction in the salary schedule such application shall not be made.
- XII. A. 2. b. The resultant salary schedules shall then be increased by a three (3%) percent improvement factor.
- XII. A. 2. c. On or before September 1, 1980, the Board shall provide a copy of this salary schedule to the Union and the Employee.
- XII. A. 3. The 1981-82 Salary Schedule shall be determined as follows:
- XII. A. 3. a. Each step of the 1980-81 Salary Schedules shall be increased by a cost-of-living adjustment.
- XII. A. 3. a. (1) The cost-of-living adjustment shall be determined in accordance with changes in the Consumer Price Index for All Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U.S. Department of Labor and hereinafter referred to as the CPI-U.
- XII. A. 3. b. (2) The amount of the cost-of-living adjustment added to each step of each salary schedule, shall be the dollar equivalent of the percentage increase (rounded to the nearest one-tenth of one percent (0.1%) of the CPI-U. This percentage shall be determined by subtracting the CPI-U of June, 1980, from the CPI-U of June, 1981; the difference shall be divided by the CPI-U of June, 1980. This percentage increase shall not exceed seven (7) percent. This percentage increase shall be applied to each step of each salary schedule for the 1980-81 to determine the dollar equivalent.
- XII. A. 3. b. (3) It is understood that if an application of the cost-of-living adjustment would produce a reduction in the salary schedule such application shall not be made.
- XII. A. 3. b. The resultant salary schedules shall then be increased by a 3% improvement factor. These salary schedules represent salaries payable for the 1981-82 school year.
- XII. A. 3. c. On or before September 1, 1981, the Board shall provide a copy of this salary schedule to the Association and each teacher.
- XII. A. 3. d. On August 31, 1982, the 1981-82 salary schedules shall be increased by two (2) percent as part of this Agreement.
- XII. A. 4. All salaries listed above shall be paid on a ten (10) month basis in twenty-one (21) equal installments. Employees will have an option of twenty-six (26) equal installments. Employees wishing to select this option must submit their request in writing to the bookkeeping office by the end of the first week of the school year. There will be no lump sum payments. Installments due after the close of school will be mailed, at Employers expense, to the address provided by the Employee.

ARTICLE XII - PROFESSIONAL COMPENSATION (continued)

- XII. B. The Employer agrees to make payment of insurance premiums for programs described below for each Employee who completes their contractual obligation and who is on a continuing contract with the Employer for the full twelve (12) month period commencing September 1. Any Employee who has been placed on lay-off or who is on an unpaid leave of absence shall be provided insurance coverage at their own expense at the group rate for a period of at least twelve (12) months or the duration of the leave, whichever is longer. Any Employee who resigns shall cease to be entitled to such benefits as of the date that his/her resignation becomes effective. In the event of an Employee taking an approved health leave, the Employee's fringe benefits will be paid for the full twelve (12) month period providing that the Employee completes 140 of the 185 scheduled working days.
- XII. B. 1. Each Employee shall have his/her choice of one (only one) of the full family health programs listed below:
- XII. B. 1. a. PLAN A --
- The Employer will provide Full Family MESSA Super Med 1 Insurance for each employee;
- or
- XII. B. 1. b. PLAN P --
- The Employer will provide Full Family MSB/BS Plan MWP-2, Master Medical, Option 4, with \$2.00 deductible drug prescription rider; and with FAE and VST riders.
- or
- XII. B. 1. c. The Employer will provide the equivalent of a single subscriber insurance toward the variable option package available through MESSA.
- XII. B. 2. The Employer will provide MESSA Delta Dental Plan, Auto 4, with Orthodontic Rider 0-8 including internal and external coordination of benefits for all Employees and their eligible dependents.
- XII. B. 3. The Employer shall provide, without cost to the Employee, group term life insurance protection in the amount of twenty thousand dollars (\$20,000), that will be paid to the Employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. The Employer will select the insurance carrier. For the 1981-82 school year, the term life insurance protection will be changed to the amount of twenty-five thousand dollars (\$25,000).
- XII. B. 4. The Employer will maintain current coverage and carrier for Long Term Disability Insurance for the duration of this agreement at no cost to the teacher.
- XII. B. 5. The Employer shall provide without cost to the Employee the MESSA Full Family Intermediate Vision Care Plan to all Employees and their eligible dependents.

ARTICLE XII - PROFESSIONAL COMPENSATION (continued)

XII. C. Supplementary Salaries

XII. C. 1. Eligibility for any of the positions listed below requires full time employment in the Romulus Community Schools. If there are no qualified applicants for the position from within the system within fifteen (15) school days of posting the position may be filled from outside the district.

XII. C. 2. The number of people under these supplementary assignments will be determined by the Superintendent of Schools as required by the finances of the district.

XII. C. 3. In the interest of quality programs, supplementary assignments shall continue until the individual's resignation from the position or termination from the position.

XII. C. 4. Salaries for full-year supplemental assignments shall be added to the Employee's contract salary or paid lump sum in June, at the Employee's option.

XII. C. 5. The Supplementary Pay Schedule is set forth as follows (*indicates full year supplemental assignments):

XII. C. 5. a. 15% of B.A. Base:

Head Coach	High School
Cheerleader Advisor	High School

XII. C. 5. b. 12% of B.A. Base

* Department Head	System-wide
Assistant Coach	High School
Head Coach	Junior High

XII. C. 5. c. 10% of B.A. Base

Assistant Coach	Junior High
* Annual Advisor	High School
* Band Director	High School
* National Honor Society Advisor	High School
* Student Council Advisor	High School
* Senior Class Sponsor	High School
* Outdoor Education Coordinator	Elementary

XII. C. 5. d. 9% of B.A. Base

* Debate Coach	High School
* Choral Director	High School

XII. C. 5. e. 7% of B.A. Base

* Junior Class Sponsor	High School
* Sophomore Class Sponsor	High School
J.V. Cheerleader Advisor	High School
Cheerleader Advisor	Junior High
* Student Council Advisor	Junior High

ARTICLE XII - PROFESSIONAL COMPENSATION (continued)

XII. C. Supplementary Salaries (continued)

XII. C. 5. f. 6% of B.A. Base

- * Newspaper and Annual Advisor
- * Band Director

Junior High
Junior High

XII. C. 5. g. 5% of B.A. Base

- * Student Services Coordinator

(one per elementary building)

XII. D. Other Compensation

XII. D. 1. Employees substituting during preparation/consultation periods shall be paid at the following hourly rates:

1979-80	\$8.00
1980-81	\$9.50
1981-82	\$10.00

XII. D. 2. Employees teaching driver training or adult education shall be paid at the following hourly rates:

1979-80	\$9.00
1980-81	\$9.50
1981-82	\$10.00

XII. D. 3. Employees shall receive additional pay for performing extra teaching assignments. This sum shall be (1/6) one-sixth of the BA Base. Assignments shall include but not be limited to acceptance of a teaching assignment during normal preparation time.

XII. D. 4. Employees who participate in additional non-teaching functions (i.e., chaperones, lunch duty, special program supervision) shall be paid at the following hourly rates:

1979-80	\$7.25
1980-81	\$8.00
1981-82	\$8.50

XII. D. 5. Employees working at athletic events shall be paid at the following hourly rates:

1979-80	\$5.25
1980-81	\$7.50
1981-82	\$7.75

XII. D. 6. Employees who continue studies beyond the BA or MA Degree shall be paid \$25.00 per credit hour to a maximum of thirty (30) hours or seven hundred fifty dollars (\$750).

XII. D. 7. Employees who continue studies beyond the Ed. Specialist Degree shall be paid thirty (\$30) dollars per credit hour to a maximum of thirty (30) hours or nine hundred dollars (\$900).

ARTICLE XII - PROFESSIONAL COMPENSATION (continued)

XII. D. Other Compensation (continued)

XII. D. 8. Any Employee who attains the MA, Specialist or Doctorate Degree shall receive the appropriate adjustment in salary at the beginning of the next school semester.

XII. D. 9. Employees holding a vocational certificate and teaching a state-approved reimbursable class, whether or not that class is currently funded, shall receive the sum of \$300 above their placement on the salary schedule and \$100 per hour of such assignments.

XII. D. 10. School psychologists shall be placed on the Ed. Specialist salary schedule and receive the additional sum of \$500. However, those school psychologists who hold a Doctorate Degree shall be placed on the Doctoral Salary Schedule and receive the additional sum of \$500.

XII. D. 11. Non-Degree, Vocationally Certified staff shall be placed on the BA scale with accumulated years of experience not to exceed four (4).

XII. D. 12. Upon recommendation of the principal, Employees may be employed one (1) week before school opens or one (1) week after school closes. Compensation will be based on regular salary.

XII. D. 13. Maximum years of experience allowed: Ten (10) years.

XII. D. 14. Mileage rate for use of personal car shall be as follows:

1979-80	16¢
1980-81	20¢
1981-82	22¢

ARTICLE XIII - DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 1979 and shall continue in effect until the 31st day of August, 1982. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

ARTICLE XIV - EMPLOYEE EVALUATION PROCEDURES

XIV. A. Employees with Tenure: Each tenured employee should be evaluated at least once within the duration of this agreement.

XIV. B. Probationary Employees:

XIV. B. 1. Within first (1st) through fifth (5th) weeks of the school year: Pre-evaluation conference held to discuss evaluation guide and instrument.

XIV. B. 2: Within five (5) weeks after pre-evaluation conference: Preliminary evaluation based on observations followed by conference.

ARTICLE XIV - EMPLOYEE EVALUATION PROCEDURES

- XIV. B. 3. Within ten (10) weeks after pre-evaluation conference: Formal evaluation statement to Personnel Office with copy to employee.
- XIV. B. 4. Within twenty-third (23) week through twenty-fifth (25) week of the school year: Formal evaluation by conference on district form for Personnel Office file. Must contain signature of principal. The Employee has the option of signing.
- XIV. C. All Employees: Additional evaluation by observation and conference may be made at the principal's discretion. Such additional evaluations must contain the signature of the principal. The Employee has the option of signing.
- XIV. D. The Employer and the Union recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experience personnel. Therefore, it is intended that the evaluation procedure be used by administrators for the improvement of the employee's effectiveness in the school program.
- XIV. E. The Union recognizes that the Board of Education, through its designees, has the responsibility to evaluate the work of all Employees. The Employer agrees that all evaluations shall be based upon valid criteria for evaluation of professional growth. The Board, or designees, will afford the Employee the opportunity to file comments on or attached to the evaluation form. Classroom observation will be conducted openly and with the knowledge of the Employee. Any Employee whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of his/her rights under the Tenure Act for a hearing and appeal. The Union shall receive a copy of such notification.
- XIV. F. The Employer further agrees that membership or participation in the activities of the Union shall not be considered a valid criteria for the evaluation of professional growth.
- XIV. G. A blank Employee evaluation form will be given to each Employee at the beginning of the school year or upon his/her employment. The final yearly observation for the purpose of evaluation shall be a minimum of thirty (30) consecutive minutes.
- XIV. H. Employee evaluation procedures, including criteria utilized for such purposes, shall be uniform throughout the district.
- XIV. I. The Employer encourages the Union's recommendations in regards to implementation and evaluation of professional evaluation procedure.

1980-81 SCHOOL YEAR

FIRST SEMESTER

Monday	September 1	Labor Day
Tuesday	September 2	Staff Orientation
Wednesday	September 3	Classes Begin - Half day for All Students
Wednesday	November 12	Parent Conferences - Half day for All
Thursday	November 13	Students* (Workday set in Article V.A.3.)
Thursday	November 27	Thanksgiving Day - Schools Closed
Friday	November 28	Thanksgiving Vacation - Schools Closed
Monday	December 1	Classes Resume
Friday	December 19	Christmas Recess Begins - 3:30 PM
Monday	January 5	Classes Resume
Friday	January 23	Semester Ends - Records Day (No Classes)

SECOND SEMESTER

Monday	January 26	Classes Resume
Thursday	February 12	Mid-Winter Break Begins - 3:30 PM
Tuesday	February 17	Classes Resume
Wednesday	April 8	Parent Conferences - Half-Day for All Students*
Thursday	April 9	(workday set in Article V.A.3.)
Thursday	April 16	Spring Recess Begins - 3:30 PM
Monday	April 27	Classes Resume
Monday	May 25	Memorial Day - Schools Closed
Friday	June 12	Semester Ends - Records Day (No Classes)

* each day including parent conferences counts as one and a half (1½) working days.

<u>FIRST SEMESTER</u>	<u>SECOND SEMESTER</u>	<u>TEACHING DAYS</u>
September	21	20
October	23	23
November	19	18
December	15	15
January	15	14
	93	90
<u>SECOND SEMESTER</u>		
January	5	5
February	18	18
March	22	22
April	17	16
May	20	20
June	10	9
	<u>92</u>	<u>90</u>
	<u>185</u>	<u>180</u>

ARTICLE XV - CALENDAR (continued)

1981-82 SCHOOL YEAR

FIRST SEMESTER

Monday	September 7	Labor Day
Tuesday	September 8	Staff Orientation
Wednesday	September 9	Classes Begin - Half-day for All Students
Wednesday	November 18	Parents Conferences - Half Day for all
Thursday	November 19	Students* (workday set in Article V.A.3.)
Thursday	November 26	Thanksgiving Day - School Closed
Friday	November 27	Thanksgiving Vacation - Schools Closed
Monday	November 30	Classes Resume
Friday	December 18	Christmas Recess Begins - 3:30 PM
Monday	January 4	Classes Resume
Friday	January 29	Semester Ends - Records Day (No Classes)

SECOND SEMESTER

Monday	February 1	Classes Resume
Thursday	February 18	Mid-Winter Break Begins - 3:30 PM
Friday	February 23	Classes Resume
Thursday	April 8	Spring Recess Begins - 3:30 PM
Monday	April 19	Classes Resume
Wednesday	April 21	Parent Conferences - Half-Day for All
Thursday	April 22	Students* (workday set in Article V.A.3.)
Monday	May 31	Memorial Day - Schools Closed
Friday	June 18	Semester Ends - Records Day (No Classes)

* each day including parent conferences count as one and a half (1½) working days

<u>FIRST SEMESTER</u>	<u>SECOND SEMESTER</u>	<u>TEACHING DAYS</u>
September	17	16
October	22	22
November	20	19
December	14	14
January	20	19
	93	90
<u>SECOND SEMESTER</u>		
February	18	18
March	23	23
April	17	16
May	20	20
June	14	13
	92	90
	<u>185</u>	<u>180</u>

APPENDIX A

SALARY SCHEDULES

1979-80 School Year:

<u>STEP</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>ED. SPECIALIST</u>	<u>DOCTORAL DEGREE</u>
1	\$13,218	\$14,773	\$16,199	\$17,099
2	\$13,995	\$15,551	\$17,106	\$18,006
3	\$14,773	\$16,329	\$18,142	\$19,042
4	\$15,681	\$17,494	\$19,180	\$20,080
5	\$16,588	\$18,790	\$20,215	\$21,115
6	\$17,494	\$20,087	\$21,253	\$22,153
7	\$18,402	\$21,383	\$22,289	\$23,189
8	\$19,438	\$22,679	\$23,585	\$24,485
9	\$20,993	\$24,233	\$25,011	\$25,911
10	\$22,289	\$26,177	\$27,343	\$28,243

1980-81 School Year:

<u>STEP</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>ED. SPECIALIST</u>	<u>DOCTORAL DEGREE</u>
1	\$14,568	\$16,281	\$17,853	\$18,845
2	\$15,424	\$17,139	\$18,853	\$19,844
3	\$16,281	\$17,996	\$19,994	\$20,986
4	\$17,282	\$19,280	\$21,138	\$22,130
5	\$18,282	\$20,708	\$22,279	\$23,721
6	\$19,280	\$22,138	\$23,423	\$24,415
7	\$20,281	\$23,566	\$24,565	\$25,557
8	\$21,423	\$24,995	\$25,993	\$26,985
9	\$23,136	\$26,707	\$27,565	\$28,557
10	\$24,565	\$28,850	\$30,135	\$31,127