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AGREEMENT
BETWEEN THE
ROMEO COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND THE
MEA-NEA LOCAL I-ROMEO

1997-1999

Romeo Community Schools

100-1000

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AGREEMENT
BETWEEN THE
ROMEO BOARD OF EDUCATION
AND THE
MEA-NEA LOCAL I

THIS AGREEMENT entered into this twenty-fifth day of August, 1997, between the Board of Education of the Romeo Community Schools School District Macomb and Oakland Counties, Michigan, hereinafter referred to as the "Board" and the MEA-NEA Local I - Romeo, for the teachers of the Romeo Community Schools, hereinafter referred to as the "Association."

ARTICLE I
RECOGNITION AND DEFINITION

Pursuant to and in accordance with all applicable provisions of Act 336 of 1947 as amended by Act 379 of 1965, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, for all employees of the Board included in the following bargaining unit:

All regularly employed elementary and secondary teachers who are legally certificated. The following categories who are regularly employed are also covered wherever applicable: Counselors, Special Education Teachers, Librarians, Nurses, Social Workers, Psychologists, Preschool Teachers, Vocationally Certified Teachers, Permanent Substitutes and Teachers on leave, and specifically excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, and other administrative and supervisory personnel, and substitute teachers.

The term "teacher" as used in the Agreement shall mean all members of the bargaining unit as listed above.

The term "regularly employed" as used herein shall include those teachers employed on a regular full time or regular part time contract.

The term "certificated" as used herein shall mean a teacher who holds a valid teacher's certificate issued by the State Board of Education under the requirements of Act 202 of Public Acts of 1903.

The Board shall not supplant bargaining unit members with outside professions unless required by law. In the event that the Board should need to subcontract work on a

temporary basis while the hiring process takes place of a kind performed by bargaining unit members, the parties shall meet to review the necessity for such subcontract. However, nothing contained herein shall be interpreted to mean the lessening of the requirements of this Article that only members of the bargaining unit shall be allowed to hold special services/teaching assignments and provide special services/teaching of the kind customarily provided by members of this bargaining unit. This section does not apply to services offered by the State of Michigan, Intermediate County School District, and other local school districts, and/or agencies within or outside the State of Michigan which offer unique programs of services not presently available in the school district. This section does not apply when no bargaining unit members are available for or seeking posted supplemental pay positions.

ARTICLE II

BOARD RIGHTS

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of elimination, the right to:
1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
 2. The right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, transfer, discipline, and/or reassign employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
 5. Adopt rules and regulations.
 6. Determine the qualifications of employees.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities.
 8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
- B. The policy-making functions rest exclusively with the Board.
- C. In the event of a claim of misrepresentation or misapplication of the Agreement, the integrity of this provision shall be the basic premise for interpretation of the Agreement.
- D. All of the above items shall not be in conflict with the specific provisions of this Agreement.

ARTICLE III

TEACHER'S RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. The Board further agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of the State of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of the institution of any grievance, complaints, or proceedings under this Agreement, or participation in collective negotiations.

In addition to the terms of this contract and the policies of the Board, the Association is hereby guaranteed all rights established by state law governing teacher employment, tenure, fair labor practices and recognition.

- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary or discriminatory and without regard to race, sex, religion, marital status, national origin, age or Association membership.
- C. The Code of Ethics of the National Education Association is considered by the Association, its membership, and the Board to define acceptable criteria of professional behavior for teachers. The Association shall be expected to abide by this code.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The Association will be allowed space in the school building to store duplicating machines, paper, and supplies for Association use.
- B. Meetings of the Association may be held in the school building before or after the normal student day. Should the meeting time, arrangements for the meeting or clean up following the meeting require extra custodial help, the Association will be expected to bear the expense. Prior arrangements must be made with the building principal. Committee meetings and individual contacts may be scheduled during the teacher's noon relief period provided that Association activities shall not interfere with the operation of the schools, or of any class within said schools.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards in faculty areas, at least one of which shall be provided in each building.
- D. The Association will be allowed to use mail service and mail boxes of the school district for distribution of announcements, Association news, and the dissemination of professional literature.
- E. The Association may use, within the school building, the typewriters, duplication equipment and the audio-visual equipment necessary to its operation, provided that the equipment is not otherwise in use or scheduled for use and that the request for use of the equipment is approved by the principal of the building. The Association shall pay for all materials and supplies incidental to the use of such equipment, and shall be responsible for any damages to equipment used if the damage is directly attributed to the Association's use.
- F. The Board agrees to make available to the Association, in response to reasonable requests, a copy of any available public information necessary to administer this Agreement, to formulate contract proposals, and to process grievances.
- G. The Board will advise the Association of any major new fiscal budget proposals, or tax programs which are planned. If the Association desires, it shall be given an opportunity upon request to present its position to the Board. In the case of proposed new buildings, or educational philosophy, or major revisions therein, the Board agrees to involve the teachers directly in the initial education phases of the planning, beginning with the relationship between the program or building and the educational philosophy it is designed to implement.
- H. Membership in the Association shall be open to all teachers regardless of race, religion, creed, sex, marital status, national origin or age.

- I. The Romeo Association president will be released up to twenty (20) days per year to conduct Association business without loss of pay.
- J. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any grievance, including arbitration, shall be released from regular duties without loss of pay.

ARTICLE V

STRIKE PROHIBITION

The Association agrees that neither its members nor any member of the bargaining unit will take part in an illegal strike against the Board. As used in this context, the word "strike" shall mean the concerted failure to report for duty; the willful absence from one's position; the stoppage of work; the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

ARTICLE VI

TEACHING CONDITIONS

- A. The Board and the Association recognize that the availability of optimum school facilities is desirable to insure the high quality of education that is the goal of both the Association and the Board.
- B. The parties mutually recognize that the pupil-teacher ratio is an important aspect of an effective educational program and that limiting this ratio to a number which is consistent with sound educational practices is also important. They further recognize that the accomplishment of this objective is dependent upon the number of classrooms available, the financial ability of the school district to employ the recognized number of teachers, the availability of competent teaching personnel, the rate of the school district growth and the fluctuating of student population within the district.
 1. The parties agree that class size should be within limits of the North Central Association recommendation for class size at the Middle School and Senior High School level. The Board further agrees that all reasonable efforts will be made to maintain a classroom teacher-pupil ratio of 30 or less in each building. Class size shall not limit different types of groups for instruction such as large groups or experimental programs in which the individual teacher has agreed to participate.

At such times as the desired class size objective is exceeded by ten percent

(10%), the involved principal, teacher, Association representative and Board representative shall meet to explore methods to relieve the situation. Agreed to changes shall be put into effect before the limit is exceeded by twenty percent (20%). The Board and the Association further recognize that certain classes, because of the special nature of the subject taught, equipment needed, or special needs of the students, must, of necessity, be limited in size. The Board and the Association agree, therefore, to attempt to maintain the following class size:

Basic classes: 12-15
Intermediate classes: 18-21
Secondary English Classes (grades 8-12): 25-27

In the secondary buildings (middle school, senior high), the Board will make every effort to maintain an overall teacher-student ratio of one (1) to twenty-seven (27) as follows:

the actual number of teaching hours will be based on regular classes (including remedials). Teacher conference hours and duty hours are not counted. Also, the counselors, special education staff or librarians are not counted.

When the secondary teacher/student ratio is at one (1) to twenty-seven (27), and the student population increases by twenty-seven (27) students, a full-time teaching position may be added to the staff of the affected building. For each increase of twenty-seven (27) students thereafter, one (1) full-time teaching position may be added.

Should the student population in a secondary building decline by twenty-seven (27) students, one (1) full-time teaching position may be eliminated from the affected building. For each additional loss of twenty-seven (27) students thereafter, one (1) full-time teaching position may be eliminated.

At the elementary level, the Board will attempt to adhere to the following class size guidelines insofar as possible:

Young Fives	18-20
Kindergarten	25
First Grade	27
Second-Fifth	30

The Board will attempt to equalize class size across the district whenever possible when the above class size guidelines are exceeded.

2. High School:

- a. The day shall not exceed seven (7) hours and (15) fifteen minutes.
- b. Normal student contact time shall not exceed five (5) hours (five (5) periods) per day per week.
- c. Preparation/conference time shall be at least one (1) hour (one period).
- d. Lunch shall be at least thirty (30) consecutive minutes.
- e. Teachers shall not be required to teach more than three (3) preparations unless mutually agreed upon between the Teacher and the Administration.
- f. Effective at the beginning of the 1998-1999 school year, there will be semi-annual one-half day department level meetings for teachers in grades 6-12. The teachers will be released from their regular responsibilities to attend these meetings and attendance will be mandatory. Department chairs will provide the proposed agenda and date of the meeting three (3) weeks in advance of their meeting to the building administrator and the Executive Director of Curriculum and Instruction for input and approval. The Director of Special Services will have input when Special Services staff schedule their semi-annual meetings. Minutes will be taken during the meetings, and copies will be provided to the building administrator, the Executive Director of Curriculum and Instruction, and the Director of Special Services, if appropriate.

3. Middle School:

- a. The teacher day shall not exceed seven (7) hours and fifteen (15) minutes.
- b. Student contact time shall not exceed five and one-half (5 1/2) hours per day per week.
- c. Preparation/conference time shall be at one (1) class period of at least forty-four (44) minutes.
- d. Lunch shall be at least thirty (30) consecutive minutes.
- e. Teachers shall not be required to teach more than three (3) preparations unless mutually agreed upon between the teacher and the Board.

- f. See letter of intent.

4. Elementary School:

- a. The day shall not exceed seven (7) hours and fifteen (15) minutes.
- b. Normal student contact time shall not exceed five (5) hours and thirty (30) minutes. On average, student contact time will be five (5) hours and twenty-six (26) minutes.
- c. Preparation/conference time before and after school shall be a total of thirty-five (35) minutes.
- d. Lunch shall be at least forty-five (45) consecutive minutes except for those teachers who have volunteered for elementary lunch duty.
- e. Teacher preparation time within the student day shall be, on average, 145 minutes per week (125/165 on alternate weeks). Such time will be provided through special instruction, in blocks of no fewer than forty (40) minutes, in art, music, physical education, and library for the first through fifth grades and in blocks of no fewer than twenty (20) minutes for Young Fives and Kindergarten. In the event elementary teacher preparation time is reduced due to program reduction, the Board agrees to meet with the Association to discuss the feasibility of a reduced work day schedule that would make appropriate adjustment to the elementary teacher preparation time.

Young 5's and Kindergarten teachers will receive 140 minutes per week of guaranteed preparation time in 1997-1998. In 1998-1999, they will receive an amount equal to that received by the teachers in grades 1-5.

Teachers who would lose prep time because an assembly has been scheduled during this time will not be required to attend non-curriculum-related assemblies. Special area teachers assigned students at this time will supervise these students. Attendance at curriculum-related assemblies will be required if the teacher has not previously attended an assembly with the same content. If required to attend such an assembly, teachers will be paid as per the substitute rate in Article VI, F.

- f. Preparation time of an average of 145 (125/165) minutes per week will be provided for all librarians, art, music and physical education teachers.

- g. No elementary teachers shall be required to supervise more than one (1) of the two (2) daily recess periods.
 - h. There will be quarterly one-half day grade level meetings for elementary teachers and quarterly one-half day meetings for special area teachers. The teachers will be released from their regular responsibilities to attend these meetings, and attendance will be mandatory. Teachers will provide the proposed agenda and date of the meetings three (3) weeks in advance of their meeting to the building administrator and the Executive Director of Curriculum for input and approval. The Director of Special Services will have input when Special Services staff schedule quarterly meetings. Minutes will be taken during the meetings, and copies will be provided to the building administrator, Executive Director of Curriculum and Instruction, and the Director of Special Services.
 - i. Substitutes will provide classroom teachers (library) preparation time at the beginning and the end of the school year when the libraries are in the process of starting up and closing down operations. This provision is not applicable to the first two full student days and the last two (2) student days.
6. Special/Traveling Teachers
- a. Conditions as above depending upon the assignment.
 - b. A teacher who travels to more than one level will be counted as a teacher in the level in which more than fifty percent (50%) of the student contact occurs.
 - c. Travel time shall count as student contact time.
- C. Duty free lunch periods shall be provided for every teacher, every day.
- D. Elementary Noon Duty shall be a voluntary supplemental assignment and shall be paid according to the rate listed in the Supplemental Salary Schedule. Job posting for the position will take place during the first week of school in the fall. Applications shall be made to the principal. The job posting will be for three (3) days.

The teacher on noon duty shall report to the office at the beginning of the duty. The teacher shall remain in the office as long as there is a need for that teacher to be there, e.g., handling discipline problems, first aid, etc. Should the teacher feel that the office area does not need direct supervision, the teacher should then check the lunchroom, halls, and playground to make sure the lay personnel are performing

their assigned duties, and to assist in any problem that may arise in that area while the teacher is there. Should the principal want to assist in the office portion of the duty, the principal may then request the teacher to leave the office area and circulate through the other duty areas looking for the area where the teacher thinks s/he may be of best service.

All other duties during the school day shall continue to be covered by all of the teaching staff on a rotating basis and as directed by the building administrator.

- E. In case school is canceled for an individual building, teachers will be expected to report to work at a location mutually agreed upon by the teacher and the Assistant Superintendent or designee. This assignment will not be that of a substitute teacher. The time will be used to study curriculum and/or make visitations to classrooms and programs within the district or other districts.
- F. It shall be the policy of the Board to supply substitutes for all teachers absent, whenever possible. In an emergency situation (one in which the administration has not known in advance of a teacher's absence) teachers may be requested to fulfill the need for a substitute. Teachers may decline to substitute, with valid reason, provided other arrangements can be made. When required to substitute, teachers will be paid according to the rate listed on the Supplemental Salary Schedule. Whenever possible, substitutes will be provided for librarians, teacher consultants and speech pathologists for absences of three (3) days or more.
- G. Any Board directed district-wide Safety Committee will include bargaining unit members. Each chapter within the Association may be represented by at least one (1) committee member. This committee will make recommendations regarding safety within the district.

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which unnecessarily endanger their health, safety, or well being, provided that the specific conditions are determined to be unsafe or hazardous by the office of the State Fire Marshall or other duly qualified public agencies. Should a specific condition be declared unsafe or hazardous, the Board shall be allowed a reasonable period of time to correct the condition before it can become the subject of a grievance.

- H. The regular school day for all teachers shall consist of seven (7) hours and fifteen (15) minutes. The time designated for each building as the regular starting time is the time that teachers are expected to be at their assigned stations ready to begin the day. Beginning and closing times will be established by the appropriate administrator.

Any teacher desiring to leave the assigned building prior to the close of the daily schedule shall first receive permission of the immediate supervisor, or in the

absence leave written notice with the designated representative.

It is mutually agreed and understood that teachers' meetings, curriculum workshops and other professional activities may extend beyond the limits of the day as described above.

- I. The Board and the Association realize there are different approaches required in creating the proper type of instructional process for special education students. The Board will, therefore, provide substitutes or volunteer staff members using emergency substitute rate for those classroom teachers who have indicated a need to meet with the special education teachers in their assigned buildings at the beginning of each semester or under special circumstances as approved by the building principal for the purpose of planning for special education students.

Mandated special education meetings will be scheduled during the teacher work day in the least disruptive manner possible. Substitutes will be provided for the mandated general education teacher whenever block scheduling of special education meetings takes place.

Special education meetings may be scheduled during the general education teachers preparation period with his/her prior agreement.

- J. It is recognized by the Association and the Board that the professional service of the teacher includes such duties as general supervision to preserve property and the welfare of students at all times.
- K. The Board will provide training for regular education teachers receiving handicapped students and all teachers having to serve the medically fragile student.

Teachers will not be required to administer tracheotomy suctioning, catheterization (including clean intermittent catheterization) or tube feeding to students.

Inclusion The parties recognize that children having severe physical (medically fragile), mental, and emotional problems as defined in state/federal rules, may require unique and special intervention.

1. Every effort will be made to provide teachers with advance notice of placement and appropriate information related to the child's handicap.
2. The services of appropriate consultants will be made to the classroom teacher depending on availability.
3. The teacher will be supplied with adequate materials and specialized equipment needed for proper education of severely handicapped and

medically fragile children, as determined by the Individual Education Planning Committee.

4. Any bargaining unit member who will be providing instructional or other services to a severely handicapped or medically fragile student in a regular education setting shall be invited, in writing, to participate in the Individualized Educational Planning Committee meeting.
 5. Every effort will be made to equalize the number of severely handicapped and medically fragile students in any regular classroom.
- L. Chaperoning of school dances should be on a voluntary basis, but if no volunteers are available, the principal shall appoint teachers on a rotating basis. (Non-paid club sponsors at the Senior High School shall not be included in the rotation.) Chaperoning of spectator buses for inter-scholastic athletic events shall be on a volunteer basis. If no volunteers are available, the principal shall appoint teachers on a rotating basis. (Non-paid club sponsors at the Senior High School shall not be included in the rotation.) Bus chaperons shall be paid according to the Supplemental Salary Schedule as listed under Appendix II.
- M. Teachers shall attend the Parent-Teacher Conferences conducted four (4) days (or evenings) annually, as well as an annual open house in their building. The Board and the Association recognize the importance of communication with the public concerning the schools and encourage the interaction between teachers and parents.
- Recognizing that Young Fives and kindergarten teachers have twice as many conferences for which to prepare, these teachers will be granted one-half (1/2) day of compensation time per semester as mutually arranged with the building principal.
- Recognizing the extra time spent in preparation for and holding scheduled parent conferences, all teachers will be granted one-half (1/2) day of compensation time on the Wednesday immediately preceding Thanksgiving.
- N. The Board agrees to keep the schools reasonably supplied, equipped and maintained. Rest rooms, vending machines, telephones and off-street parking shall be made available for teachers at all existing and future schools.
- O. In case school is canceled, due to an act of God, teachers are not expected to report for work (intent being when students will not be in attendance). Further, they will not be charged a sick day or a personal day or a business day if one had been requested. If, however, school is canceled after the reporting time for a given teacher and the teacher has been granted a personal day, business day, or sick day, s/he will be charged accordingly.

P. A bargaining unit member who has not previously attained tenure, under Michigan Teachers' Tenure Act, MCLA 38.71 et. seq.; MSA 15.1971 et. seq.; in a position other than as a classroom teacher, shall not be deemed to have tenure in such a position by virtue of this contract or any individual contract for such non-classroom position but shall be deemed to have continuing tenure as an active classroom teacher.

Q. The Board and Association agree that adverse financial conditions which would require mid-year layoffs imperil the continuity and excellence of the program offered students. Realizing, however, that such financial reverses may be inevitable, the Board agrees, should mid-year layoffs become necessary, to meet with the Association to discuss impending reduction in staff.

R. In the event the Board of Education authorized the development or subsequent revision of Board policies with communicable diseases, the employer will provide the Association, prior to adoption or implementation, notice and opportunity to negotiate said policies as they impact on the working conditions and health and safety of bargaining unit members.

S. School Improvement Plans

The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989 Section 15.1919 (919b) MSA.

In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Any provision(s) of a SIP or applications thereof affecting the wages, hours, and/or other terms and conditions of employment, or the impact on any wages, hours and/or other terms and conditions of employment of any bargaining unit members must have the written approval of the Association prior to being adopted and/or implemented.

The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP":

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.

T. Site Based Decision Making

The process of Site Based Decision Making with topics mutually agreed upon by the agents of the Board and Association will be governed by the following:

1. Participation on a SBD committee is voluntary and shall not be a part of a teacher's evaluation, or otherwise be used to discipline the teacher.
2. Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.
3. Non-employee consultants may be used with the consent of the committee members. SBD committee will determine its own decision making process. The chairperson of the committee will be selected by the committee.

U. Mentor Teachers

1. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction, and guidance.
2. Participation as a mentor teacher shall be on a volunteer basis.
3. The mentor position will first be offered to a current bargaining unit member with at least five (5) successful years of teaching completed and a satisfactory record of evaluation. Should the number of beginning teachers exceed the number of volunteer bargaining unit mentors, then the position will be offered to a retired teacher and/or retired administrator who possesses a valid teaching certificate.
4. The administration shall notify the Association when a mentor teacher is matched with a bargaining unit member (mentee).
5. Every effort will be made to match mentor teachers with mentees who work in the same building and have the same area of certification.
6. The mentee shall be assigned to one (1) mentor teacher at a time.
7. A mentor teacher shall be assigned to only one (1) mentee at a time.
8. The mentor teacher assignment shall be for one (1) year, subject to review by the mentor teacher and mentee after ninety (90) working days. The appointment may be renewed in succeeding years.
9. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to evaluation of the other. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases of misconduct.

10. The administration shall make available a maximum of four (4) days per year for the bargaining unit mentor to work with their mentee in his/her assignment during the work day. If the mentor and mentee work in the same building, the administration will try to arrange for a common preparation time.
11. It shall be the obligation of teachers to satisfy state laws or regulations pertaining to professional development training, certification requirements, and continuing education requirements. The Board shall not be obligated to pay for expenses related to these requirements.
12. Professional development training required by law or regulation, such as Section 1526 of the Michigan School Code, may occur during the regular work day and work year. However, satisfying such professional development requirements is the sole responsibility of the teacher.
13. Bargaining unit members who volunteer as a mentor shall receive a yearly stipend of \$500.00.

V. Public School Academy

1. Any provision of an academy school contract as defined in MCL 380.503(4) affecting the wages, hours, and/or other terms and conditions of employment which are inconsistent with this Agreement must have written approval of the Association prior to being adopted and/or implemented. This provision shall not apply to Employees of the public school academy in classifications not defined in Article I.
 2. The job duties, expectations, and responsibilities for bargaining unit members employed in a public school academy shall be the same as regular district employees in similar positions.
 3. In the event the Board of Education considers authorizing a public school academy or considers applying for a public school academy contract with another body authorized to grant such contract, the Board will provide the Association prior to adoption or implementation, notice and opportunity to negotiate its impact on the bargaining unit members.
- W. Teachers will not be required to dispense medications to students; however, they may be requested to act as witnesses if it does not detract from their guaranteed lunch period.

X. Professional Development

A joint committee shall be established consisting of the Superintendent or designee, the Association President or designee, and other mutually designated members. The purpose of this committee is to plan in-service work, arrange for professional growth opportunities, arrange for speakers on selected educational topics, and investigate other programs related to professional development and improvement.

Payment will be made for the above pre-approved programs and other administrative pre-approved conferences or activities at the rate of \$75.00 per six (6) hour day or prorated in blocks of two (2) hours. No member can receive compensation for more than four (4) days during a single school year. It is understood that said participation is voluntary and is to be outside of the regular school day.

- Y. Decisions regarding school district application for future waiver(s) from the Department of Education in Special Education Rules and Regulations will involve the Association and members whose jobs will be affected by the waiver(s). The decision to request a waiver(s) will take into consideration factors such as student performance and quality of services, parental/community support, and employee working conditions. It is, however, expressly understood that Administration shall maintain, at its sole discretion, the authority to apply for future waivers.

ARTICLE VII

VACANCIES, SUPERVISORY APPOINTMENTS, TRANSFERS AND SPECIAL ASSIGNMENTS

- A. Whenever a vacancy in any professional position in the district shall occur through termination, resignation, retirement, or transfer, the Board shall publicize the same by posting in every school building notice thereof in writing for a period of at least seven (7) calendar days. A copy of said position will be submitted to the Association.

During the summer months when regular school is not in session, the Board will post in the Human Resources Office all vacancies as above described and shall also forward at the same time copies of said vacancies to all bargaining unit members who have indicated an interest for said vacancy on the annual preference form and to the Association. Positions so posted shall remain posted for at least fifteen (15) calendar days prior to being filled. From August 1 to August 15, such positions shall be posted for seven (7) calendar days. From August 15th and through the first day of school, the seven calendar-day posting requirement shall

be waived through mutual agreement of the Association and the Board.

It is expressly understood that a teacher shall not be provided the opportunity to apply for a transfer during his/her probationary period of employment without the mutual agreement of the District, the involved teacher, and the Association.

- B. Any bargaining unit member may apply for such positions by submitting a written application at the Human Resources Office.
- C. Newly-created positions will be considered as vacancies and treated in the manner outlined in A. and B.
- D. A decision to eliminate a vacant position will be made within fifteen(15) working days of the position's becoming vacant.
- E. The Board declares its support of a general policy of appointments from within its own teaching staff. Consideration will be given to staff members for appointments to the supervisory and executive level and applications will be encouraged. The Board reserves the right to fill such vacancies from outside the district, should present staff applicants not meet the necessary qualifications.
- F. The Board agrees to give due weight to the professional background and attainments of all applicants in filling such vacancies. Teachers who are interested and qualified may be assigned, at the discretion of the Superintendent, to part-time administrative duties, either during the summer or on a part of a day released time basis. The teacher will be compensated at the same rate as his/her regular teaching salary. At no time, can a bargaining unit member evaluate another bargaining unit member.
- G. Vacancies may be filled temporarily through mutual agreement of the Board and the Association.
- H. All teachers will have an opportunity annually to express their preference for building assignment, grade level, and/or subject area. Where possible, transfer requests will be honored consistent with the best interest of the district. The Superintendent will give due consideration to the preference indicated. It is understood that those vacancies that occur during the school year should be filled with the least disruption to the educational program of the students affected. However, should a present staff member indicate an interest in that position and meet other requirements as specified below, s/he will be given preferential consideration for transfer to that position in the next school year. Consideration will be given to the following:
 - 1. Academic qualifications of the teacher.

2. Recommendations of current administrator.
3. Recommendations of receiving administrator.
4. Experience in the assignment requested.
5. Seniority in the school district.

All other considerations being equal, seniority shall be the deciding factor.

Written explanation, if requested, will be given to any teachers denied a request for transfer.

- I. Involuntary transfers shall be made in case of emergency, or in order to retain the most senior teachers in the event of a lay-off (Article IX), or in order to comply with the Michigan Special Education Rules. In the latter instance, the Director of Special Services will notify the Association President and the affected teachers of staff assignments for the following year.

The teacher to be transferred shall be informed as early as possible.

No teacher with more than ten (10) years of seniority shall be involuntarily transferred unless a senior teacher would otherwise not have a teaching position while a less senior teacher was retained.

Involuntary transfers shall also occur in order to recall teachers from the lay-off list who have acquired additional endorsements and whose seniority would allow them to return to a bargaining unit position. These teachers would assume the least senior position for which they are certified. Affected teachers will be notified of such transfers as soon as possible.

Such transfers shall occur annually at the beginning of the school year.

Teachers who are reassigned or involuntarily transferred into positions in which they have not taught for at least five (5) years or into positions in which they have never taught shall be granted up to three (3) days upon approval of the building principal and the availability of substitute teachers, for professional leave to visit teachers and/or attend conferences in their assigned areas for the purpose of upgrading instructional skills. Additional days may be sought from professional development funds for the purpose of attending conferences specifically created to improve teaching skills and teaching strategies. The Board will pay a registration fee up to \$10.00 per conference or up to a maximum of \$30.00 per year for teachers who so attend these conferences. It is further recommended that teachers who are assigned to a new grade level or department be assigned to work with a volunteer coach who would help them become acclimated to the new

teaching position.

In determining who shall be involuntarily transferred, the following guidelines shall be used:

1. Determination of current assignment.
2. Identification of the least senior bargaining unit positions.
3. Determination of the sequence of moves necessary to reach the least senior positions.

It is understood that, where possible, the transfer will occur with as few moves as possible, but the ultimate result shall be the transfer of the least senior bargaining unit member.

1. It shall not be the intent of this language to permanently lock a teacher into an involuntary transferred position. If the former position is reinstated or reopened, the affected teacher will, to the extent possible, be reassigned his/her former position.
 2. It shall not be the intent of this language to preclude teachers from voluntarily assuming an assignment in place of a teacher targeted for transfer. Before a person can voluntarily assume a position, however, the Human Resources Office will check the preference forms to determine if another teacher with more seniority than the volunteer would prefer the position in question.
 3. If two (2) or more teachers could be subject to involuntary transfer, the least senior will be transferred.
- J. Assignments for Driver's Education, Summer School and Adult Education will be made on the basis of application from teachers holding valid teaching certificates, when the course to be taught requires such a certificate. Teachers regularly employed with the district shall be given preference for assignment in their teaching field. Applications will be considered on the basis of:
1. Academic qualification of the assignment.
 2. Recommendation of the administrator responsible for the program.
 3. Experience in the field for which the application is submitted.
 4. Regular teaching assignment.

5. Seniority in the district.

If the above qualifications cannot be met by teachers within the district, a second posting may be made.

All other considerations being equal, seniority shall be the deciding factor.

- K. Only tenure teachers should be assigned a student teacher, with a maximum of one (1) student teacher assigned to a given tenure teacher during a semester. The assignment of student teachers will be made to teachers who have volunteered.

In accordance with the policies of the sponsoring college or university, any remuneration credited to the school district shall be assigned to the benefit of the teacher providing the supervision.

- L. All teachers shall be given notice of their tentative assignments and schedules for the forthcoming year prior to the close of school in June, if possible. In the event that changes in such schedules are necessary, teachers affected shall be notified promptly.

- M. The Romeo Board of Education is well aware of the plight being experienced by teachers being laid off in school districts where there are financial problems or loss of enrollment. The Board is also aware of the implications of the Equal Employment Opportunity Commission.

The Board maintains its position as an Equal Employment Opportunity Employer, but in the event certificated teacher openings do occur, serious consideration and an interview will be given to laid off certificated teachers who apply from other MEA/NEA Local I districts in keeping with our responsibilities as an Equal Employment Opportunity Employer.

- N. Interview Committee

When a bargaining unit position is posted and no current bargaining unit member applies, at least one (1) current bargaining unit member may be placed on the Interview Committee screening candidates for the position, to provide input into the selection of a person to fill the vacancy. At the senior high/middle school level, this person shall be within the affected department. At the middle school, this person will have a major certification in the area of the posting. At the elementary level, this person will be a classroom teacher for regular Young Fives through 5th grade positions or from the K-12 particular specialty area (i.e. art, music, etc. It is understood that the final responsibility for making a recommendation to the Board of Education is the administration's. At no time will a bargaining unit member be interviewed by another bargaining unit member.

ARTICLE VIII

SENIORITY

- A. Seniority shall be defined as length of service within the bargaining unit with the following exception. Certified personnel who held supervisory or executive positions prior to September 1, 1984, will be granted time on the bargaining unit seniority list for the time spent as certificated staff members in Romeo.
- B. In the event the seniority date of two or more teachers is identical, the date and time the individual signed the individual contract shall become the effective seniority date.
- C. Seniority shall accumulate to bargaining unit members during periods of sabbatical leave, compensated sick leave, disability leave, professional leave, lay-off and Association leaves of absence. Time for unpaid leaves of absence, except as previously defined, shall not count towards seniority.
- D. Seniority shall terminate upon resignation, retirement, or discharge.
- E. The Board shall furnish the Association with an updated seniority list within thirty (30) calendar days after the beginning of each school year.
- F. If necessary for implementation for those bargaining unit members whose seniority begins prior to August 28, 1977, a lottery will be held to determine the placement on the seniority list when two members share exactly the same seniority date. The number drawn by each individual shall be assigned to that person. In the lottery, the person who draws the lowest number shall appear first within the seniority grouping. If, in the future, there is a need to break a tie in seniority, the above procedure will be used.

ARTICLE IX

REDUCTION OF PERSONNEL, RECALL, AND BUILDING CLOSING

A. REDUCTION

In the event it becomes necessary for the Board to curtail programs, including the establishment of partial day sessions, and to reduce the professional staff in the school district and any of its schools particularly, but not limited to when such action is necessitated by reason of an insufficiency of operational revenues available to the Board, or there is a reduction in student population, the following procedure will be used:

After a determination has been made that reduction in staff is necessary due to the loss of enrollment of program, the Board shall, insofar as possible by May 10, determine the educational program for the forthcoming school year, identify staff needs for each building, including grade levels, subjects, special instruction (art, music, etc.) special education and the programs not based at a school (traveling staff).

Insofar as possible, the Board will notify the Association by May 10 of the program for the following year and the positions needed to implement the program as well as the positions to be eliminated.

1. Teachers not meeting Michigan State Board of Education Administrative Rules for certification will be laid off first, provided there are certificated teachers to replace and perform the duties of the laid-off teacher.
2. Beginning with the last name on the seniority list, and in ascending order thereafter, the Board shall identify the least senior bargaining unit members equal in number to the number of bargaining unit positions to be eliminated. The affected bargaining unit members shall be laid off.
3. In situations where a teacher scheduled for lay-off cannot be replaced by a member of the bargaining unit with the appropriate certification/qualifications, the teacher shall be retained as long as the teacher is certified/qualified for the position.
4. Where a teaching position has been eliminated, the affected teacher shall be assigned to the position of least senior teacher for which the affected teacher is certified/qualified.
5. The Board shall effect involuntary transfers as outlined in Article VII so as to insure the retention of the most senior bargaining unit members.
6. Recognizing that layoffs during the school year are unduly disruptive to the educational program, the Board will attempt to avoid such layoffs. Where possible, the Board shall endeavor to give thirty (30) working days notice to the individual to be laid off and in any event twenty (20) working days notice shall be given in all cases. A list of the names of the bargaining unit members to be laid off shall be sent to the Association at the time the bargaining unit members are notified.
7. The Board will advise the Association prior to any reduction in staff as to who will be laid off, providing a list which reflects bargaining unit members' certification(s) and seniority dates. In the event the Association questions the wisdom of the employer as to the specific bargaining unit members (a) being laid off or not being laid off, or, (b) filling vacant positions or not filling

such positions, the employer, upon written request from the Association outlining its specific concerns, shall set forth in writing to the bargaining unit member and the Association its reasons for its actions.

8. It shall be the intent that those elementary teachers assuming a split assignment will be returned to the position occupied in the year prior to assuming the split assignment, unless the seniority of this teacher is less than that of a teacher presently in the position.
9. In the event a position or positions are eliminated but there is no reduction in district-wide staff, those displaced staff members will be able to apply for open positions. If a displaced person is not qualified/certified for an open position, involuntary transfer will be implemented in order to retain this teacher.
10. It shall be understood that open positions will be filled internally by the staff in a building before positions in that building are declared open to the staff across the district.

B. RECALL

1. Procedure

The Board shall give written notice of the recall from lay-off by sending a registered or certified letter (return receipt requested) or telegram to said bargaining unit members at the last known address. At the same time, the Board shall further notify the Association of the recall. It shall be the responsibility of the bargaining unit member to notify the Board of any change in address, name, or certification. The bargaining unit member's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to bargaining unit members. Failure to respond and accept the offer of employment within ten (10) calendar days from the date of the receipt of a registered or certified letter shall result in termination of employment except in the following:

- a. Teachers may refuse offers of employment that are less than comparable to the level of employment at the time of lay-off and still retain their recall rights.
- b. Teachers currently under contract with other Michigan school districts (at the time of an offer of full-time employment) may reject employment and still retain their recall rights, unless the other district agrees, in writing, to release them without penalty.

2. Recall Due to Resignation, Termination, Retirement or Transfer

Should a position vacated by resignation, termination, retirement, or transfer not be filled through the normal posting process, a teacher on lay-off shall be recalled to fill the position. Recall shall be according to seniority and certification/qualifications.

3. Recall Due to Leave

In the event a position is vacated due to a long-term leave of sixty-six (66) working days or more, the position will be filled by a bargaining unit member who has been laid off and has the seniority and certification/qualifications to fill the position.

In the event a position is vacated due to a short-term leave of sixty-five (65) working days or fewer, laid-off bargaining unit members will not be required to take the position. However, the process of recall will be that bargaining unit members with the most seniority and appropriate certification/qualifications will be requested to fill the position.

4. In the event a bargaining unit member in the current year is laid off and intends to obtain an additional endorsement on his/her certification during the summer which would qualify him/her for a position, s/he will be recalled to the least senior position for which the additional endorsement would qualify him/her. A bargaining unit member who intends to receive such additional endorsement will so notify the school district by May 1st.

In the event a bargaining unit member who has been laid off for one semester or more obtains additional endorsement(s) on his/her certification which would qualify him/her for a position, s/he will be recalled to the least senior position for which the additional endorsement would qualify him/her. A bargaining unit member receiving additional endorsements must provide notification to the school district prior to May 1st for placement in the following year, and the appropriate assignments will be made.

C. BUILDING CLOSING

In the event a school closing of any type takes place in the Romeo School District, the following procedure will be used. This procedure will supersede that outlined in Article VIII, A., B., and C.

1. It shall be the intent of the Board, if possible, to determine by April 1st the projected student enrollment numbers within each department/grade level in all schools/facilities of the district, excluding the students from the building(s) to be closed.

2. Normal staff attrition within each school/facility within the district, excluding those to be closed shall be determined, if possible, by May 1st. In buildings where the number of bargaining unit members exceeds the number of projected positions, as reflected by student enrollment and staff attrition determinations, bargaining unit members with the most district seniority shall be retained in their current building.
3. Bargaining unit members surplus, because of a school/facility closing or where the number of bargaining unit members in a building exceeds the number of projected positions, shall then be placed in an assignment pool.

In addition, bargaining unit members scheduled for return in September from leave shall also be placed in the assignment pool.

4. Class/teaching schedules in those buildings designated to receive students from the closed building(s) shall be determined and assigned to the bargaining unit members retained in such buildings. Following completion of these assignments, students from the closed buildings shall then be transferred to the schools designated to receive them.
5. Bargaining unit positions created by the transfer of students from closed buildings to a receiving building along with other projected available positions from other buildings in the district shall be identified by specific assignment (grade, department and school building/facility) and made available to the bargaining unit members in the assignment pool. Assignments of said bargaining unit members to the identified vacant positions shall be made in descending order of seniority, with the bargaining unit member having the greatest seniority making the first choice. A bargaining unit member may only bid for assignment to a position for which s/he is certified/qualified. A bargaining unit member shall be entitled to fill a position for which s/he bids if the bargaining unit member's certification/qualifications will allow him/her to fill the position.
6. Assignment pool bargaining unit members who are not placed as a result of the implementing of five (5) above shall be assigned to the least senior position for which they are certified/qualified.
7. If possible, the assignment pool will be implemented prior to the close of the school year.
8. Where necessary, Article VII, paragraph I. will be implemented to ensure that the most senior teachers will be retained.

ARTICLE X

TEACHER QUALIFICATIONS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university; provided that teachers may be employed, under the certification provision for special certificates, in cases of necessity. (Example: Vocational Authorization)

The Board of Education agrees with the concept that bargaining unit positions created in the school district will be filled by duly qualified and certified persons in keeping with the certification code on Michigan teachers. This relates to all positions covered in the teachers' certification code.

- B. Qualifications to determine assignment will be as follows:

1. ELEMENTARY

- a. Elementary classroom teachers will have a Michigan elementary certificate.
- b. Area specialists (media, art, vocal music, instrumental music, and physical education) shall have either a Master's degree or major or minor endorsement in the area of specialization.
- c. Reading specialists shall be required to have a Master's degree in reading.

2. MIDDLE SCHOOL

- a. A middle school teacher shall hold a Michigan elementary and/or secondary certificate valid for the position to which s/he is assigned.
- b. Reading specialists shall be required to have a Master's degree in reading.
- c. The Certification Department Chair of the teacher training institution from which the teacher obtained the semester hours of credit will determine qualifying hours. Such qualifying hours must apply to either a major or minor endorsement in the subject area.

3. SENIOR HIGH SCHOOL

- a. A high school teacher shall hold a Michigan secondary certificate valid for the position to which s/he is assigned.

- b. North Central Association criteria shall apply at the senior high school level.
- c. Reading specialists shall be required to have a Master's in reading.

4. SPECIAL SERVICES

Special Services personnel such as school psychologists, school social workers, teachers of the speech and language impaired, special education teachers, teacher consultants for the handicapped and the school nurse shall have appropriate endorsements, approvals or licenses as required by state law.

ARTICLE XI

TEACHER EVALUATION

- A. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct classroom observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher. Only those administrators with training in teacher evaluation and who are certified teachers will be eligible to evaluate bargaining unit members.

Within twenty-five (25) working days of initial employment, each probationary bargaining unit member shall be provided with the Individualized Development Plan. The Individualized Development Plan shall be discussed with the probationary employee at a conference called by the evaluator for that purpose.

Each probationary bargaining unit member shall be evaluated twice each school year of the probationary period. The first evaluation cycle shall be completed prior to the completion of fifteen (15) weeks of employment, an evaluation cycle shall be defined as having: (1) a pre-observation conference; (2) work site observation; (3) post-observation conference(s); and (4) a written evaluation.

All tenure teachers shall be evaluated at least once every two (2) years by their immediate supervisor or the administrative designee. By October 1st of each year, a list of those teachers scheduled to be evaluated and by whom they will be evaluated will be provided by the Assistant Superintendent to the Association for that year.

- B. No teacher will be evaluated on any matter that they have not been previously advised is within his/her area of responsibility. Teachers will be informed of the specific criteria upon which they will be evaluated.

- C. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. Standardized test results or computer based instruction results of academic progress of students shall not be used in any way as evaluative of the quality of a teacher's teaching ability.
- E. Each formal classroom observation shall be preceded by a preobservation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods and materials planned for the teaching-learning situation during which the teacher is to be observed. Prior to the classroom observation, the teacher will be requested to complete a preobservation form and return it to the administrator assigned to evaluate him/her. Other informal classroom observation need not be preceded by a preobservation conference.
- F. A formal classroom observation of the teacher shall be for not less than forty-five (45) minutes.
- G. The administrator shall prepare and provide the performance evaluation instrument, providing the teacher with this written evaluation with recommendations within ten (10) days of the formal classroom observation. In the event the administrator is assisting a teacher to improve his/her performance, more than one (1) evaluation may take place for that school year.
- H. The administrator shall hold a postobservation conference with the teacher for the purpose of clarifying the written evaluation and recommendations.
- I. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator.
- J. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question.
- K. A teacher may request union representation at any meeting during the evaluation process.
- L. No formal classroom observation will be conducted after May 1st. All copies of the performance evaluation instruments will be forwarded to the Human Resources Office no later than the third (3rd) Friday in May.

- M. Failure of the administrator to follow the timelines and procedures as set forth within this article shall make the evaluation null and void unless both parties agree upon the evaluation.
- N. The provisions of this article shall not be altered nor modified by any individual teacher.
- O. Any judgment of incompetence must not be arbitrary nor capricious but must be supported by observation or documentation to support the conclusion made by the evaluator. Should the information demonstrate that an employee has any area that needs improvement, the evaluator shall develop a plan of improvement which:
 - 1. Identifies specifically the area that needs improvement.
 - 2. Provides the employee with specific, appropriate written recommendations for improvement, which are stated in observable behavioral terms.
 - 3. Develops a fair and workable time line for such improvement. This time line shall include follow-up visit(s) to evaluate the area(s) of concern.
 - 4. Provide a positive program of assistance that may include materials, resources, consultant services, and sufficient time during the school day to implement the recommendation(s) of the evaluator.

ARTICLE XII

DISCIPLINE OF TEACHERS

- A. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- B. A teacher shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the teacher's personnel file. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- C. The Board agrees to follow a policy of progressive discipline and due process which is: 1) verbal warnings; 2) written reprimand and 3) finally, suspension with pay. Discharge may be a final and last resort in cases where incompetence is the

nature of the problem requiring disciplinary action. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.

- D. Any complaint made against a teacher by any parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher within one week may not be used as the basis for any disciplinary action against the teacher.
- E. If a discharge of a teacher (including denial of tenure) is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:
 - 1. Repeated observations of the inadequacies by at least one (1) administrator through the observation process described elsewhere in the Agreement.
 - 2. Clear direction that the teacher must improve and the consequences of failure to do so.
 - 3. Adequate opportunity for the teacher to made improvements.
 - 4. Assistance from administrators and school district resources to help the teacher improve.

ARTICLE XIII

PERSONNEL FILES AND RECORDS

- A. The school administration shall maintain a personnel file in the Administration offices for each teacher it employs. The personnel file shall include the following:
 - 1. Evaluations - This shall include such things as complaints against and commendations of the teacher, written suggestions for corrections and improvements, and evaluation reports made by the administration.
 - 2. Correspondence - This shall include all correspondence written by the teacher or by the administration as well as external communications as long as the teacher has received a copy of such communications.
 - 3. Supplementary Materials - This shall include teaching certificates, contracts, academic records, pre-employment conferences, application forms and other related employment data - TB tests, social security numbers, etc.

- B. Additions to the Evaluation Portion of the File - No complaint, commendation, suggestion or evaluation may be placed in the file unless it meets the following requirements:
1. It is signed by the person making the complaint, commendation, suggestion, or evaluation.
 2. A copy is given to the teacher before a decision is made to place it in the teacher's file.
 3. The teacher may write an explanation of the above which shall become part of the teacher's personnel file.
- C. Teacher's Access to His/Her Personnel File - Each teacher shall have the right, upon request (subject to and following the guidelines of the "Bullard-Plawecki Employee Right to Know Act"), to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files. Confidential reports from colleges and former employers or other references are excluded from a review of a teacher's personnel file.
- D. General Access to the Teacher's Personnel File - Only authorized school personnel shall have access to a teacher's personnel file as it relates to their administrative responsibility within the school district, unless current laws requires otherwise. Timely notice will be given to a teacher, should a request for access to materials in his/her personnel file be received by the school district.
- E. Removal of Materials from Teacher Personnel Files - Materials once placed in the teacher's personnel files may only be removed with the authorization of the Superintendent of Schools. Records of a nonrecurring negative nature will be removed from a teacher's personnel record and destroyed two (2) years after date of entry. Teachers may initiate a review of their file for this purpose.
- F. If the teacher believes that material to be placed in his/her file is in error, the teacher may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the inappropriate or incorrect material will be corrected or expunged from 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.

ARTICLE XIV

PROFESSIONAL DUES AND SERVICE FEES

- A. Pursuant to Section 10 of PERA, as amended, membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association. Neither party shall discriminate against a teacher as regards such matters.
- B. Except as provided elsewhere herein, all full-time teachers in the bargaining unit shall, on or before the sixtieth (60) day following the beginning of the school year, 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. Become members of the Association; or
 2. Pay to the Association an amount of money which the Association certifies in writing as a cost equal to the Association's dues. Such cost amount shall be verified and submitted in writing to the Board within fifteen (15) days after the beginning of the school year, and notice of this shall be presented in writing by the Association to all teachers.
- C. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board and Federal Courts, and to the extent that it does not conflict with any Federal or State laws.
- D. Exceptions to Section B. above shall be:
1. Non-bargaining unit teachers shall not be required to join the Association or pay a service charge thereto.
 2. Full-time teachers hired during the school year shall be required, as a condition of employment, to tender (through direct payment or deduction authorization) only a pro-ratum amount of the membership dues or service charge. Such pro-rated shall be based on a maximum of ten (10) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
- E. In the event that a full-time teacher covered by Section B above does not join the Association, or pay the service charge, as provided in Section G below, by the sixtieth (60th) day as required, such teacher shall be terminated in conformance with the Michigan Tenure of Teachers Act (i.e. notice of at least sixty (60) days

before the end of the school year), provided the Association has complied with the following:

1. Fulfillment of the requirements of Section C. of this Article.
 2. Fulfillment of its fiduciary obligations by sending written notice to the member of the bargaining unit that the member has an obligation to tender dues or service charge, 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 should be sent to the Board.
 3. Fulfillment of its responsibilities by sending written notice to the member of the bargaining unit (copy to the Board) that the member has not fulfilled the obligations by the requisite date or reasonable period of time thereafter, and that a request for the member's termination was being made to the Board.
 4. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the teacher has not complied with the obligations, and that it is an official request of the Association.
- F. If a member of the bargaining unit has tendered directly to the Association the membership dues or the service charge, or has written authorization in effect requiring the deduction of dues or service charge, the employee shall not under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than the failure to tender the dues or service charge to the Association, either directly or after revocation of the member's authorization.
- G. In the event a member of the bargaining unit does not tender the payment of dues or assessments, or service charge directly to the Association, the member may execute a written authorization to the Board for deductions from the member's pay. Such written authorization must be voluntary and is revocable from year to year, between June 1 and September 1. The deductions permitted under the authorization shall be:
1. Association Member - Only annual dues and assessments of the Association, including MEA and NEA.
 2. Non-Member - The certified amount of the cost equal to annual dues and assessments as defined above.
- H. The procedure for deductions shall be:
1. By Friday, week prior to the second (2nd) payday in September, the

Association shall certify to the Board, in writing, the current rate of Association dues and assessments as defined above and the service charge and amount.

2. Deductions shall be made in equal installments the second (2nd) pay of each month after receipt of the authorization.
 3. By the fifteenth (15th) of each succeeding month the Board shall transmit the monies to the Association Treasurer.
- I. Accompanying the transmittal of monies deducted the employer shall send a list of members of the bargaining unit who have had monies deducted from their pay. Receipt of signed authorizations and/or revocation shall accompany the first transmittal and as they occur thereafter.
- J. The Association shall hold the Employer harmless on account of any monies deducted and remitted to the Association pursuant to this Section.
- K. As a condition of the effectiveness of this Article, 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 Article.

If any person paying service fees objects to the expenditure by the Association (including MEA-NEA Local I - Romeo, MEA or NEA) of any funds, collected from the person pursuant to this article such person may present such objections in writing to the Association in accordance with the policies and procedures established by the Association. This challenge shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination.

The remedies set forth in the Association policy shall be exclusive, and until these procedures are exhausted (including any judicial review), disputes, claims, or complaints by the objecting bargaining unit member concerning the application and interpretation of this Article shall not be subject to the grievance procedure, or any other administrative or judicial procedure.

- L. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, (MEA-PAC/NEA-PAC) contributions or any other plans or programs jointly approved by the Association or the Board.

ARTICLE XV

CURRICULUM STEERING COMMITTEE

The Board and the Association recognize that continual study and review of the instructional and related curricular and extra-curricular offerings is essential to the development and maintenance of a quality educational program.

It is important, therefore, that structure and procedures be established to insure that teachers have ample opportunities to become actively involved in the areas of curriculum and instructional development.

- A. The Board of Education therefore will cooperate in the establishment of the following standing committees:
1. The Central Curriculum Council shall be composed of nine (9) members, four (4) to be selected by the Association and four (4) to be selected by the administration and the Assistant Superintendent. The Director of Curriculum shall chair this committee and vote only in the case of a tie. All other members of the Central Curriculum Council will have an equal vote.
 2. Curriculum Steering Committees
 - a. The Elementary Steering Committee will be composed of one (1) administrator and a teacher representative from each of the elementary schools. All elementary curriculum study reviews and recommendations will be channeled through the Elementary Steering Committee to the Central Curriculum Council for action.
 - b. The Middle School Steering Committee will be composed of one (1) administrator and one (1) teacher representative from each middle school. All middle school curriculum study reviews and recommendations will be channeled through the Middle School Steering Committee to the Central Curriculum Council for action.
 - c. The High School Steering Committee will be composed of two (2) administrators and two (2) teacher representatives from the high school. All high school curriculum study reviews and recommendations will be channeled through the High School Steering Committee to the Central Curriculum Council for action.
 - d. Ad Hoc Committee - The Central Curriculum Council and the Board may establish educational ad hoc committees which may involve members of the community to review particular areas or segments of the curriculum. All such committees shall have administrative

representation. The ad hoc committees will channel their information through the appropriate Elementary, Middle or High School Steering Committees to the Central Curriculum Council, who will in turn forward their reports and recommendations to the Board of Education through the Superintendent.

B. Powers

The Central Curriculum Council is responsible for the evaluation of all proposals relating to curriculum and the transmitting of said proposal to the Board through the Superintendent. The Board will take appropriate action on all recommendations within sixty (60) days. Such action will be to accept, refer for further study or reject. Both parties agree that the entire Central Curriculum Council serve in an advisory and consultant capacity only, and the failure of the board to bring any of its recommendations in effect shall not constitute the basis for a grievance.

C. Purpose

1. The purpose of these committees will be to provide the highest quality of professional counsel and leadership in all matters placed before them relating to the education of children or the effectiveness of instruction.
2. They will advise the Board of Education through the Superintendent in matters requiring Board action. They will call attention to the curriculum matters considered important to the school district. They will serve as a channel of communications between and among faculty and parents to bring about better understanding in both directions regarding instructional matters affecting the schools and teachers.
3. The members of the committees are expected to communicate fully and freely with those they represent.
4. The wishes and opinions of those they represent shall be given highest respect and full consideration, but in the deliberations of the committees, it is their unbiased opinion and mature judgment which members owe to themselves, to their group and to the Romeo Community Schools.

ARTICLE XVI

TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in all school activities.

- B. A teacher shall report in writing to the administration any case of assault or attempted assault suffered by the teacher while in the performance of official school assignments.

The Board will provide advice to the teacher as to the rights and obligations with respect to such assault and render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

- C. Any significant complaint by a parent of a student, directed toward a teacher shall be promptly called to the teacher's attention and the plaintiff identified.
- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- E. In cases of extreme classroom discipline problems, the teacher may request a conference with the principal and other affected teachers in an attempt to resolve the problems.
- F. A teacher may use such force as is necessary for self-protection from attack or to prevent injury to another student.
- G. A teacher may exclude a pupil for one class period when the grossness of the offense, the persistence of the misbehavior or the effect of the violation on the class makes it necessary. In such cases, the teacher will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident. The principal may request such particulars in writing. The teacher and administrator shall consult with one another prior to the return of the pupil to class.
- H. Temporary suspension of students from school or from a given class may be imposed only by a principal. The teacher and the principal will cooperatively endeavor to achieve correction of student misbehavior through whatever avenues are reasonably available.

ARTICLE XVII

ACADEMIC RIGHTS AND RESPONSIBILITY

Since teachers are working with students who have not yet reached full maturity, they are expected to consider carefully the effect their words and deeds in all classroom and supplementary duty situations.

The Board recognizes that a teacher cannot provide adequate stimulation to students nor permit the free exchange and development of ideas without occasional unexpected results.

It is the responsibility of the teacher to insure the fair presentation of facts, philosophies and ideologies for consideration. Teachers should not attempt to urge students to accept their personal beliefs in regard to religion, politics or other areas of consideration.

Freedom of individual conscience, association, and expression will be encouraged and fairness in procedures will be observed to safeguard the legitimate interests of the schools.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misapplication, or misinterpretation of the terms of this contract as expressed herein. Board policies, including changes therein, the provisions of insurance contracts, and matters remedied by administrative agencies shall not be subject to this grievance procedure.
- B. Discussion of alleged violations of this contract may be held informally at any time. Such discussion shall be held with the employee's immediate supervisor and shall not be considered as grievance.
- C. No actual grievance shall be deemed to exist until a grievance is presented in writing to the appropriate administrative level involved with the grievance at which the grievance can be resolved. All grievances will be presented in writing on the form provided.
- D. The term "days" as used in the Grievance Procedure shall be interpreted as working days when school is in session. During the summer recess, "days" shall mean Monday through Friday, excluding legal holidays.
- E. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision of relief requested. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Such request must be filed within the normal appeal period.
- F. The MEA-NEA Local I shall inform the Board by the first Monday in October of each school year the names of the members of the Association Grievance Committee. At any grievance hearing, one member of this committee and/or representative of the Association shall represent the Association in the presentation of the grievance.
- G. The Board hereby designates the appropriate administrator to act as its representative at Level One as hereinafter described and the Superintendent, or the designated representative, to act at Level Two as hereinafter described.

- H. Grievances may be presented by a teacher, group of teachers, or by an Association representative for a teacher or group of teachers, or by the Association.
- I. Should the grieving party or parties fail to institute the grievance or appeal a decision within the time limits specified, all further proceedings shall be barred and the grievance shall be considered terminated.
- J. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the grievant or grievants, or their representative are expected to be assigned at duty stations.
- K. Any adjustment made by the parties as a result of any grievance review shall be consistent with the terms and conditions of this Agreement.
- L. Any matter subject to the procedure specified in the Teacher Tenure Act (Act 4 of the Public Acts of 1937 of Michigan, as amended) shall be processed as required by Tenure Law. These matters shall not be subject to the grievance procedure as outlined.

M. Informal Level

In the event that a bargaining unit member or the Association believes that a grievable incident has occurred, the member or the Association shall request a meeting with the supervisor involved within fifteen (15) working days of the occurrence of such grievable incident. If the grievant is unsatisfied with the result of the meeting or the supervisor fails or refuses to provide such meeting within five (5) working days of the request, the claim or complaint may be formalized in writing as provided hereunder.

Formal Level One

If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of this decision shall be forwarded to the grievant(s) and the Association.

If the grievant(s) or the Association is not satisfied with the disposition of the grievance at Level I or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or the designated agent at Level II.

Formal Level Two

A copy of the written grievance shall be filed with the Superintendent or the designated agent as specified in Level Two with the endorsement of the approval or disapproval of the Association.

Within three (3) days of the receipt of the grievance, the Superintendent or the designated agent shall arrange a meeting at the earliest mutually agreeable date with the grievant, grievants, or Association President's representative, to discuss the grievance. Within seven (7) days of the discussion, the Superintendent or the designated representative shall render the decision in writing including the reason for the decision, transmitting a copy of the same to the grievant, the principal(s) of the building(s) in which the grievance arose and the designated representatives of the Association.

N. Binding Arbitration

If no decision is rendered by the end of the seven (7) day period following the discussion, or if the decision is unsatisfactory to the Association, the Association shall exclusively have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the decision rendered in Level Two above.

O. Powers of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as the powers are limited below, after due investigation, to make a recommendation in cases of alleged violation, misapplication, or misinterpretation of the specific articles and sections of this Agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish new wage scales or change any wage established in this contract.
3. The arbitrator shall have no power to change any practice, policy, or rule of the Board except as these practices, policies, or rules are in violation of this contract. The arbitrator's powers shall be limited to deciding whether the Board has violated, misinterpreted, or misapplied articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved and legal rights of the Board.

4. Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule the question of arbitrability. Should it be determined that the matter is not arbitrable, it shall be referred back to the parties without recommendation on its merits.
5. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. If the arbitration is held during school time, individuals needed at the hearing shall be released at no diminishment of benefits. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other.
7. The rights granted school management under the Tenure Act shall not be reviewable under the provisions of this article.

ARTICLE XIX

PAID LEAVES

A. SICK LEAVE

1. All bargaining unit members covered by this Agreement shall be granted leave for illness and emergencies, as later defined. Sick leave shall be defined as: Personal illness due to an infectious disease, contagious disease, environmental disease, organism defects, and mental disorders. Sick leave shall also include a physical disability caused as a result of an injury, pregnancy, child bearing, and/or quarantine. Sick leave days shall be granted only for the above reasons.
2. Sick leave shall be granted ten (10) days per school year. This sick leave, to the full amount of ten (10) days accumulation, shall at commencement of school year be put at disposal of teacher, less days contributed to sick bank.
3. In the first year of employment sick leave is to be allowed by semesters. There shall only be five (5) days the first semester, and five (5) days the second semester. Sick leave will not be allowed prior to completing at least one week of employment, unless doctor's verification is provided. Any pay loss during the first semester shall be repaid at the end of the school year provided the employee has not exceeded the total allotment of the ten (10) sick days. In subsequent years, any accumulated sick leave shall be applied to the employee's records at the beginning of the school year.
4. Each employee shall be notified at the beginning of each school year as to his/her accrued number of sick days, of which the unused portion shall

accumulate from year to year without limitation.

5. Any bargaining unit member covered by this Agreement not fulfilling his/her contract, either by resignation or dismissal, will have their sick leave prorated for the year based on the number of full months completed.
6. In case of absence due to injury or illness incurred in the course of the teacher's employment, for which the employee receives benefits under the Michigan Workers' Compensation Act, the Board shall pay the difference between the amount paid for compensation and the amount due under the employee's contract, as long as the employee had days in employee's bank. A prorated amount of time shall be deducted from the employee's sick leave bank.

In the event that a teacher is injured in the course of the teacher's employment and the teacher is forced to use all of the employee's accumulated sick leave as a result of such injury, the Board will provide five (5) days sick leave to the teacher upon return to work that may be used for subsequent illness.

7. Quarantine of employee or employee's living quarters shall be considered under sick leave.
8. Sick leave shall also be used to provide care for a parent, child, or spouse of a teacher in case of illness or accident when no one else is available.
9. Sick leave days may be used for doctor appointments.
10. In case of an absence extending beyond thirty (30) working days, it shall be the obligation of the employee to inform the Board of the current status of the employee's health, except in cases involving compensable injury or illness, a statement from the attending physician indicating the probable date of return to work is required.
11. The Board reserves the right to have an examination of the employee by a physician of its own choosing, at the Board's expense. If the teacher's physician and the Board's physician have conflicting opinions, a third physician may be consulted to decide the conflict. Cost of the third (3rd) physician shall be shared by both parties.
12. An employee ill for more than ten (10) consecutive working days will present the Board with a statement from the employee's attending physician indicating that his/her condition of health is adequate for the employee to return to work without danger to students or himself/herself.

13. When an employee is absent an additional number of days over the employee's sick leave allowance, the full daily wage will be deducted. The deduction for the daily wage will be based on the school year of the total number of teacher work days being divided into salary of the teacher. (Base salary plus longevity.)
14. Any teacher whose personal illness extends beyond the period compensated under sick leave may be granted a leave of absence, upon request, without pay, for a set time as is necessary for complete recovery from such illness but not to exceed one year. Such leave of absence may be extended upon submission of satisfactory proof of continued disability. Upon return from leave, the Board will attempt to assign the teacher to the same position, if it is available, or to a substantially equivalent position.
15. Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Employees Retirement Act, or in the event of the death of the employee, any employee with ten (10) calendar years of service or more may redeem all unused sick days at twenty-five (25) percent of the employee's daily rate per unused sick day up to three hundred (300) days. In the event of death, the estate will be paid the money.

B. SICK LEAVE BANK

1. The Board and Association will cooperate in the establishment of a sick leave bank. All regularly employed professional employees covered by this Agreement shall participate.
2. One (1) day of each employee's sick leave will be deposited in the bank each year until the bank is built up to a maximum of five hundred (500) days. No more days will be added to this maximum until the bank is depleted to two hundred fifty (250) days. The bank will then be built up again to five hundred (500) days and the process repeated.
3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations. Deductions will be made from teachers who have been assigned teaching positions during the month of September for the calendar work year. If the bank is depleted during a fiscal year, teachers will deposit days to build it up to five hundred (500) days. Those teachers who have no days to give at that time will have their days subtracted from the next year's allotment.
4. An employee withdrawing from the bank will not be allowed to withdraw contributed days.
5. The first twenty (20) school days of illness or disability will not be covered by

the bank but must be covered by the person's own accumulated sick leave, or absence without pay.

6. Persons withdrawing sick leave days from the bank will not be required to replace these days except as a regular contributing member of the bank.
7. The President of the MEA/NEA Local I - REA shall certify as to the accuracy of the additions of, and deductions from, the bank.
8. The Association recognizes the responsibility of each member to use sick leave for its intended purpose.
9. A maximum of forty-five (45) days during one school year may be drawn by one individual from the bank.
10. Nothing in this Article shall be construed as placing any obligation on the Board to advance or loan additional sick leave days to the bank should all days be used up in any period or periods of its operation.
11. The district will be required to pay sick leave benefits for any specific illness, for sixty-five (65) consecutive days (combined personal and sick bank days) as well as additional days as provided for under the modified fill terms of the long term disability coverage under MESSA Pak. An individual may, however, use his/her personal sick leave days for any unrelated subsequent use of sick leave benefits.

C. PERSONAL AND BUSINESS LEAVE DAYS

1. In addition to sick leave days, two (2) days per year shall be granted for business, and shall not be accumulative. Business days shall be granted to conduct such business as would be difficult to conduct on other than school days.

The following are examples of those kinds of things that are not acceptable for business leave. This does not represent a total listing of unapproved activities:

Travel with spouse on business trips, hunting, house cleaning, review real estate in other communities or states, moving, honeymooning, house hunting, social functions, review of any item for purchase in another community or state, vacation extensions, interviewing for other positions, union or association activities and other matters that will take more than one day to complete.

3. A teacher planning to use a business day, or days, shall notify the immediate supervisor or principal immediately upon knowing his/her need to take a business day. The use of days for business shall not be in conflict with the restrictions above.
 - a. The principal/immediate supervisor may question the reason for the business day, if the principal/immediate supervisor has evidence the teacher did not make proper use of the day.
 - b. In the event a teacher must take two consecutive business days, the reason must be made known to the principal/immediate supervisor. Reasons will be kept confidential if requested.
 - c. The form "Request for Leave Day(s)" will be completed by the teacher and submitted to his/her principal.
4. Absence for business leave days on the day prior to or immediately after a holiday, or vacation, should not be requested except in an emergency situation.
5. Any teacher not using either of their business leave days in a given school year will have two (2) sick leave days added to his/her personal sick bank the following school year.
6. A teacher taking no more than one (1) sick day in a school year will receive one (1) personal day the following school year. A teacher taking no sick days in a school year will receive two (2) personal days the following school year. Such days shall be accumulated up to five (5). If unused, these days shall be placed in the individual's sick bank.
7. Teachers may convert accrued sick days to personal days according to the following guidelines:

75 or more days....	1 bonus day
100 days.....	2 bonus days
125 days.....	3 bonus days
150 days.....	4 bonus days (effective 1995-96)

D. PROFESSIONAL LEAVE DAYS

1. The Board may grant professional leave days with pay for members of the teaching staff to attend conferences and meetings to improve their competency in their teaching field. Teachers will submit request for such leave in advance, in writing, and accompany their request with a meeting agenda whenever possible. Number of leaves granted may be limited by the

Administration when necessary to assure reasonable distribution among the total staff within the approved budget.

2. One day may be granted for visitation to other school districts during the school year for the purpose of observation, evaluation, and study of other school programs and activities. Written application for such visitation is to be submitted to the principal at least one (1) week in advance of the proposed visit. Such application shall describe the place and purpose of the visit and the potential value to the school district. All such requests are to receive final approval of the Superintendent.

E. SABBATICAL LEAVE

Certificated teachers may be granted a sabbatical leave as provided in Section 340.572 of the General School Laws as published in 1973.

Additional conditions are as follows:

1. Any professional employee who has served the school district under contract for seven (7) consecutive years or more of satisfactory service as a full time employee may file an application for sabbatical leave.
2. The applicant must hold a Michigan Life, Permanent, or Continuing Certificate, and must hold a Master's Degree or Bachelor's Degree.
3. No professional employee will be granted more than two (2) sabbatical leaves. A minimum of seven (7) years must elapse between the first and second leaves.
4. A sabbatical leave may be granted for not less than one or more than two full semesters. Granting of sabbatical leaves will be dependent upon the financial conditions of the school district.
5. The applicant for leave shall file with the Board an agreement that the applicant will remain in the service of the Romeo Community Schools for at least two (2) years after the expiration of the leave.

An employee who does not return to the employ of the district shall refund, within twenty-four (24) months, all compensation received while on leave, provided that for each year that the teacher does serve following the leave the amount due would be reduced by one half ($\frac{1}{2}$).

6. The compensation for the staff member on sabbatical leave shall be one-half ($\frac{1}{2}$) of the base salary the member would receive if on active status for the period in which the leave is effective, payable when other staff salaries are paid, with appropriate deductions for retirement, F.I.C.A. and income tax,

both federal and state, and the member's MESSA hospitalization and group life insurance; provided that the sabbatical leave salary may be adjusted should the recipient receive additional awards or grants, in order that the employee should not receive more compensation than if the member were not on leave.

7. Upon return from a sabbatical leave, the employee shall be entitled to advance to the next level of the salary schedule, provided all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.
8. A maximum of 1% of the total professional staff per year may be granted a sabbatical leave. Any major fraction will be considered as a whole number.
9. Applications for a sabbatical leave must be filed, in writing, with the Superintendent of Schools by March 15th for leaves beginning with the first semester, and by October 15th for leaves beginning the second semester.
10. Sabbatical leave is granted to professional personnel to permit them to improve their ability to render services to the Romeo Community Schools. Therefore, sabbatical leaves may be granted for the following purposes:
 - a. For formal study in a program of recognized courses leading to an advanced degree conducted by a recognized college or university in the United States or abroad. A minimum of 10 semester hours of credit must be carried each semester.
 - b. For individual research, study, or writing under the direct supervision of the school district.
11. The regular sick leave policy shall apply to an employee on sabbatical leave. It shall be the responsibility of the employee to promptly notify the Board in case of illness or accident, in order that such absence days may be recorded.
12. The professional employee on sabbatical leave shall not accept outside employment while on such leave, which will interfere with the planned program.
13. The employee on sabbatical leave shall file periodic reports with the Superintendent of Schools as follows:
 - a. An initial report describing the plan of study.
 - b. A mid-semester progress report.

- c. A final report at the end of each semester.

The employee may also be required to furnish such additional reports as the Superintendent deems reasonable and necessary to determine that the employee is fulfilling the agreements and requirements of the leave. Should it be determined that the requirements are not being fulfilled, or that the employee is dilatory in any respect, the entire sum paid to the employee by the Board will become immediately due and all future payments stopped.

- 14. All applications for a sabbatical leave will be considered on their merits as they relate to the potential benefits to the Romeo Community Schools. Consideration will be given to:
 - a. Previously approved sabbatical leave denied due to lack of funds or qualified replacement.
 - b. Potential benefit to the district.
 - c. Previous evidence of professional growth on the part of the employee.
 - d. Previous leave of absence.
 - e. Date of filing.
 - f. Years of service in the district.
- 15. Approval of a sabbatical leave will be contingent upon securing a qualified replacement for the period of the leave. Should the same person be approved for a second time after being denied a leave because of lack of a replacement, this section shall not be applicable.
- 16. A sabbatical leave once granted may not be terminated before the date of expiration of the leave, unless authorized by the Board upon request of the employee on leave and within the recommendation of the Superintendent.
- 17. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive consideration will not be accepted.
- 18. A Sabbatical Leave Committee
 - a. Shall be established to:
 - 1. Review and evaluate applications.

2. Recommend candidates to the superintendent based on considerations as outlined in this article.
- b. The committee shall consist of:
1. One (1) teacher from each level, elementary, junior high and senior high to be appointed by the Association.
 2. One (1) elementary principal and one (1) secondary principal to be appointed by the Superintendent.
 3. The Assistant Superintendent, or the designee, shall serve as chairperson and secretary of the committee.
- c. The committee shall recommend no more than three (3) candidates for any single leave. All applications may be rejected if not deemed acceptable.
- d. All actions of the Committee shall be passed by a minimum of four (4) votes.
- e. The Committee shall report their recommendations to the Superintendent within three (3) weeks following the deadline.
- f. The Superintendent shall make a recommendation to the Board after giving consideration to the recommendations of the Committee.

F. COURT APPEARANCE

1. Absence for jury duty service by a teacher will not be chargeable to the sick leave or personal leave allowance, and the school district will pay the difference in salary between the teacher's daily salary and any fee the teacher is paid for jury duty.
2. Teachers shall be paid the difference between the teacher's daily salary and any fee the teacher is paid as a witness only for appearance before administrative bodies or courts only if subpoenaed on behalf of the administration, or for appearances involving litigation arising out of the teacher's employment when the teacher has been finally adjudged not guilty of culpable conduct in their employment and such other cases as the Board in its discretion shall decide. A teacher subpoenaed as a witness will be paid for the difference between the daily salary and any fee the teacher is paid as a witness.
3. Any teacher who appears as a witness, in court cases not involving the

school district, or its employees, will be paid the difference between the teacher's daily salary and any fee the teacher receives as witness.

G. BEREAVEMENT

1. Teachers shall be granted up to three (3) days per incident involving the death of an immediate family member. Immediate family shall be defined as: spouse, child, parents, brother, sister, grandparents, in-laws, grandchildren. Up to one (1) day shall be granted per incident, or in the death of a close associate or person living in the same household or other relative. These days shall not be accumulated and shall not be charged as sick leave days.
2. Teachers may request additional days per incident using accumulated sick days.

H. ASSOCIATION

The Board shall approve a maximum of twenty (20) days leave per year for Association activities, at full pay. No more than (10) days per year may be used by any individual Association member. Ten (10) additional days may be granted provided the Association reimburses the district the full cost of the substitutes.

ARTICLE XX

UNPAID LEAVES

A. CHILD BEARING/CHILD CARE

A leave of absence shall be granted to any teacher for the purpose of child bearing and/or child care. Said leave will commence upon request of the teacher for a period not to exceed one (1) year and may be renewed upon approval of the Board for an additional period of one (1) year.

B. PERSONAL LEAVE

The Board may grant leaves without pay of up to ten (10) work days per school year to persons covered by this Agreement for reasons of personal nature. Such leave requests must be submitted in writing at least five (5) school days in advance.

C. PROFESSIONAL LEAVE

The Board may grant a leave of absence for professional growth for a maximum of one (1) year contingent upon the direct relationship of the professional growth plan of the applicant to their teaching position. A request for such leave should be submitted prior to July 1st.

D. MILITARY LEAVE

In case of a national emergency, any teacher who is drafted or enlists in any branch of the Armed Forces of the United States shall be granted an unpaid leave for the duration of his/her enlistment or induction period.

E. EXTENDED PERSONAL LEAVE

1. The Board may grant a leave of absence for personal reasons without compensation for a period of up to two (2) years.
2. To be granted a leave an employee must make written application through the Superintendent of Schools during the current school year. This request should be submitted prior to July 1st. Exceptional cases will be given special consideration, especially for programs based on financial aids, grants, and fellowships.
3. A leave of absence of up to one (1) year may be granted to any teacher upon application to serve the Association, provided that the teacher has been elected to a state or national office.
4. A teacher who accepts full time employment with another school district while on leave of absence will forfeit all rights and accrued privileges.
5. Leaves of absence may be granted to any teacher who joins Action or other government volunteer programs as a full participant in any such program for the duration of the volunteer agreement.

F. FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Board will grant up to twelve (12) weeks of family and medical leave during any twelve month (12) month period to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). All requests for such leave will be made to the Superintendent or designee. When the need is foreseeable, such notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided. A teacher may elect to use, in lieu of unpaid FMLA, his/her paid sick leave, personal leave, or any combination thereof for all or part of the duration of the leave. However, it is further understood that the employer may, at its discretion, require the employee to utilize his/her personal leave or sick leave for the extent of the FMLA.

ARTICLE XXI
RETURN FROM LEAVES

A. RETURN FROM LEAVES

1. Teachers returning from paid leaves shall have such time count as time taught for salary and seniority purposes.
2. Teachers returning from unpaid leaves shall not have such time count as time taught for salary and seniority purposes, except for military and professional leaves, which shall be treated as leaves described in paragraph one (1) above.
3. The recipient of a leave which extends through the end of a school year shall be required to notify the Superintendent, in writing, of his/her intent to return or not to return to work the following school year by April 1st of the school year in which the leave was taken. The absence of such notification shall be interpreted as a resignation by the employee.
4.
 - a. Teachers returning from approved leaves shall return to their former positions or one most similar in nature and location, if the leave is for one (1) year or less.
 - b. In the event the leave extends beyond one (1) year, teachers returning from leaves shall be placed in a position occupied by the least senior teacher. However, if the position previously occupied by the returning teacher is available, said teacher may be returned to that position.

ARTICLE XXII
PROFESSIONAL COMPENSATION

- A. The salary schedule marked Appendix I shall be part of this Agreement.
- B. The salary schedule shall remain in effect during the term of this Agreement.
- C. The Board may place a newly employed teacher, or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence, at any step on the salary schedule.

It is understood that a teacher shall not be given experience credit on the salary schedule in excess of the teaching or related experience, but may be placed on the salary schedule at any step up to his/her experience. Signing of the individual contract by the teacher shall constitute agreement with the placement on the salary schedule and said teacher shall have no right to an appeal or review of such placement or salary.

- D. The supplemental salary schedule marked Appendix II is a part of this Agreement and teachers so assigned shall be compensated as provided therein.
- E. Assignment of teachers to supplemental duties shall be on the recommendation of the administration and the approval of the Board.

F. TEACHER TRAVELING BETWEEN BUILDINGS

- 1. Teachers required in the course of their employment to move from one school to another during the school day shall receive reimbursement for the use of their personal automobile at the rate established by the Board of Education to reflect increased cost in fuel upon filing and approval of monthly mileage reports.
- 2. A teacher who travels between the senior high and the middle school and who agrees to teach six (6) class periods shall receive an additional stipend based on the following schedule:

Middle School		Sr. High School		
1	+	5	=	1/6
2	+	4	=	1/6
3	+	3	=	1/8
4	+	2	=	1/12
5	+	1	=	1/14

G. INSURANCE

The Board shall provide without cost to the bargaining unit members the following Local I MESSA PAK, MESSA Super Care I for a full twelve-month period for the bargaining unit member and his/her entire family:

PLAN A (for employees needing health insurance)
MESSA Super Care I

Long Term Disability 66 2/3%
 \$2,500 Maximum
 90 Calendar Days - Modified Fill Freeze on Offsets
 Alcohol/Drug & Mental/Nervous - Same as other illness

Delta Dental Plan 80/80/80: \$1,300
 50/50/50: \$1,000

Negotiated Life \$40,000 AD&D
 Vision VSP 2

PLAN B (for employees not needing health insurance)

Delta Dental Plan	100:90/90/90: \$1,500
	50/50/50: 1,000
Negotiated Life	\$60,000 AD&D
Vision	VSP 3
Long Term Disability	66 2/3% (same as above)
Dependent Life	\$10,000 Spouse, \$5,000 Child(ren)

The Board shall sign an Employer participation agreement.

Bargaining unit members not electing Local 1 MESSA PAK Super Care 1 Plan A will select Plan B. Each teacher on Plan B will receive a stipend in the amount of one hundred dollars (\$100.00) per month.

The Board may solicit quotes for the above described health coverage. If the total cost savings between packages exceeds five (5) percent, the least expensive bid may be accepted. Bids may be solicited annually.

When bidding health coverage or any of the other components per specification of the Local I MESSA PAK coverage, the Board shall notify the Association of such action and receive Association agreement that proposed new coverage has comparable specifications and components before final determination of insurance carrier(s).

In 1998-1999, a MESSA Preferred Rx program with a \$5 copayment per generic prescription or refill will replace the \$2 copayment per prescription or refill in the above MESSA Super Care 1 PAK coverage.

Notwithstanding any other provision of the contract to the contrary, the Romeo Community Schools shall provide a cash option in lieu of health insurance. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Said document shall be reviewed by the Association.

The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity with one of the Board approved annuity companies. To elect a tax-deferred annuity, the bargaining unit member shall enter into a salary reduction agreement.

All costs relating to the implementation and administration of benefits under this program shall be borne by the Romeo Community Schools.

H. RETIREMENT BENEFITS

1. Severance Pay

Teachers retiring from service with the Romeo Community Schools shall

receive a retirement benefit of fifty (\$50.00) dollars per year for all years of service in the Romeo Community School District, provided that notice of intent to retire must be filed in writing at least three (3) months in advance of the proposed retirement date. Such benefit shall be paid only once to an employee. Should a teacher return to employment after such payment, at the teacher's own request or at the request of the Board, the teacher will not be eligible for further payments of this benefit.

It is understood and agreed that for the 1997-98 school year only, the timeline shall be extended until March 31, 1998, for notification by those members who intend to retire at the end of the 1997-98 school year. This makes the notification for eligibility for severance pay commensurate with the notification date to receive the Early Retirement Incentive.

2. Early Retirement Incentive

- a. To be eligible for benefits under this program, a teacher must have been employed for at least 15 years by the Romeo Community Schools and be a minimum of 55 years old. (See letter of intent.)
- b. Teachers retiring prior to the age of 65 (if 65 prior to the beginning of a given year - approximately September 1 - will be eligible for the following benefits. (See letter of intent.)

Age 62.0-64.9 prior to the next school year = \$2,000 per year + Fringes A and B below.

Age 55.0-61.9 prior to the next school year = \$4,000 per year + Fringes A and B below.

- c. Fringe A = Presently the State Retirement Board pays a portion toward the cost of a retiree's health insurance premium. The school district will match the amount deducted from the retiree's pension check for the employee's health insurance premium from September to August of each retired year to age sixty-five (65). The health insurance plan selected is at the discretion of the employee.

Fringe B = The Romeo Community Schools will pay the total premium cost of \$5,000 term life insurance through our group life carrier from September to August of each retired year to age sixty-five (65).

- d. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible to qualify for benefits under this plan. Once a person is receiving benefits through

the Early Retirement Incentive Program, no subsequent disability will affect those benefits.

- e. All fringe and salary benefits cease as of the beginning of the school year after which a retiree reaches the age of 65. Example:

65th birthday

all benefits cease

July 8, 1980
October 12, 1982

approximately September 1, 1980
approximately September 1, 1983

(The rationale for functioning in this manner is that a teacher is normally allowed to teach during the school year in which the teacher reaches the age of 65. Therefore, they would have received a full year's salary and all fringe benefits had they continued. This procedure, therefore, parallels the Board policy.)

- f. In order to qualify for a full year's benefit, a teacher must cause their retirement to become effective between the end of one school year and the beginning of the next. Benefits will be prorated for a teacher retiring other than in this manner. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to the end of the school year (June 30). This three month notice may be waived due to extenuating or unusual circumstances which have prevented the person making the decision prior to the three (3) month deadline.

- g. Those persons qualifying for benefits under this plan will receive them on a monthly basis.

Example: \$4,000 divided by 12 or \$2,000 divided by 12

The district's contribution toward premiums on health and life insurance will be paid monthly also. Proof of health insurance premium payment by former employee will generate a reimbursement by the district.

- h. Should the retiree die, all benefits of this program will cease the month of the retiree's death.
- i. You must be employed by the Romeo School System on the last working day prior to the date of retirement.
- j. Once a teacher retires under this Early Retirement Incentive Plan benefit, the benefit may not be withdrawn because of a subsequent negotiation of the Teachers' Master Agreement.

- k. A teacher retiring under this Early Retirement Incentive Plan will have his/her benefit reduced by any amount s/he receives as an unemployment compensation benefit from the Romeo Community School District.
- l. It is expressly understood that Section H-2 entitled "Early Retirement Incentive" shall be limited to a maximum of twenty (20) eligible teachers during the 1997-98 school year. Thereafter, this provision shall become null and void and no longer be available in any subsequent school years. In the event that more than twenty (20) teachers apply for this benefit during the 1997-98 school year, bargaining unit seniority shall be utilized to identify the eligible recipients. Notice to retire must be received by the Human Resources Office no later than March 31, 1998.

I. NATIONAL HEALTH INSURANCE AND SEVERABILITY CLAUSE

If a national health insurance program is instituted by action of Congress or any government agency during the life of this Agreement, the parties shall meet to renegotiate this Article.

J. WAGE AND BENEFIT CONTROL SAVINGS CLAUSE

If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of this institution or reinstatement of any form of wage and benefit controls, the parties hereto shall meet to negotiate those provisions of the Agreement affected by such government action.

ARTICLE XXIII

DEPARTMENT HEADS

A. SELECTION

- 1. In May of every even year each department will elect a department chairperson. Final selection will be subject to approval by the building administrator.
- 2. A teacher whose assignment covers more than one subject area will vote in one (1) department election only. Such teacher serving as department chair will do so for one (1) department only.
- 3. A person serving as department chair must be a tenure teacher.

B. RESPONSIBILITIES

- 1. Assists in establishing department curriculum objectives and coordinates curricular revision.

2. Conducts department meetings.
3. Serves as department representative on the Building Committee.
4. Attends regularly scheduled department chair meetings with the building administrator.
5. Assists in the preparation of an inventory of material and the ordering and distribution of materials.
6. Assists in the development of the master schedule.
7. Assists in the preparation of a department budget.
8. Acts as liaison between department and administration.
9. Serves as resource person for the department staff as well as new or reassigned teachers.
10. Assists in the coordination of curriculum district wide.

C. DEPARTMENTS

1. Senior High
 - a. English (reading, speech)
 - b. Math (computers)
 - c. Social Studies
 - d. Science
 - e. Industrial Arts (includes vocationally funded classes)
 - f. Physical Education
 - g. Business
 - h. Foreign Language
 - i. Fine Arts (art, music, drama, library)

*

2. Middle School

- a. English (speech, reading, foreign language)
- b. Math
- c. Social Studies
- d. Science
- e. Practical Arts (business education, industrial arts, physical education, computers, home economics)
- f. Fine Arts (music, art, library)

* As of the 1989-90 school year, art, music, and library will be considered separate K-12 departments.

D. COMPENSATION

1. All department chairpersons will receive a base of \$300.00.
 2. Additional compensation will be based on the full teacher equivalency rate. An FTE rate will be computed according to the following schedule:
 - a. A senior high FTE equals five sections. One FTE equals \$150.00
 - b. A junior high FTE equals six sections. One FTE equals \$100.00
 3. Up to two (2) days may be granted, one (1) before school begins in the fall and one (1) after school ends in June. Compensation for such days shall be \$75.00
 4. Each department chairperson may be granted up to five (5) release days per school year for purposes of fulfilling his/her chairperson responsibilities.
 5. Department chair duties will be assumed for a full year and will be paid twice. The first check will be issued on the first pay date of the second semester. A second separate check for the remaining half will be paid on the first pay date in June.
- E. The Assistant Superintendent will meet with the Association President by October 15th to establish the FTE count for that school year. The count will be based on the total number of sections offered as of 4th Friday.

ARTICLE XXIV

PROFESSIONAL RELATIONS COMMITTEE

- A. The Association will establish a Professional Relations Committee which will meet once each month during the school year with designated representatives of the Board to discuss and study matters of mutual interest and advantage concerning the Romeo Community Schools, which fall outside of the provisions of this contract.

The purpose of these meetings shall be to provide a means whereby:

1. A high level of mutual understanding may be maintained.
2. Information may be exchanged.
3. Matters pertaining to the general welfare of the district may be discussed.

- B. Building Committee meetings shall be held between the MEA/NEA Local I - Romeo building representatives and the building administrators on a regularly scheduled basis, if requested, with a maximum of one (1) per month.

1. The purpose of these meetings will be to facilitate communication within and among buildings and to resolve any problems that may arise.
2. These meetings are not intended to bypass the grievance procedure.
3. Problems upon which agreement cannot be reached will be referred to the District Professional Relations Committee.
4. Any resolution arrived at must be consistent with the provisions of the master agreement.
5. A synopsis of these meetings will be submitted to the assistant superintendent and the secretary of the MEA/NEA Local I - Romeo.

ARTICLE XXV

SPECIAL EDUCATION

The Board and the Association realize there are different approaches required in creating the proper type of instructional process for special education students. Therefore, the Board will provide substitutes for those classroom teachers who have indicated a need to meet with the special education teachers in their assigned buildings at the beginning of the school year for the purpose of communicating and planning for individualized educational programs for special education students.

ARTICLE XXVI

SHARED TEACHING

- A. Shared teaching shall be voluntary and defined as one of the following:
1. Teaching one semester during the school year, either first semester or second semester, at the request of the teacher with approval by the Superintendent.
 2. Teaching each day, but less than a full day. In the elementary, this would be teaching either a.m. or p.m., while at the secondary it would mean having less than five hours at the senior high and less than six (6) hours at the middle school. It would be at the request of the teacher with the approval of the Superintendent.
 3. Teaching less than five (5) days per week at the request of the teacher with approval by the Superintendent.
- B. Seniority for teachers participating in shared time teaching will be based on length of service for the school year. Example: A teacher who teaches one-half (1/2) of the school year will be granted one-half (1/2) year of seniority. A teacher who teaches a portion of each day for a full school year will be granted one (1) full year of seniority.
- Shared-time teachers who work for an entire school year, yet less than five (5) days per week, shall be granted a full year of seniority.
- C. Salary and fringe benefits for shared time teaching will be prorated based on the following:
1. A teacher working seventy-five percent (75%) of a full teaching schedule would be granted seventy-five percent (75%) of salary and the Board will pay seventy-five percent (75%) of his/her fringe benefits. The teacher would be required to pay the other twenty-five percent (25%).
 2. A teacher working fifty (50%) of a full teaching schedule would be paid fifty percent (50%) of his/her salary and the Board would pay fifty percent (50%) of the fringe benefits.
- D. A teacher teaching one semester only of a school year will have his/her salary paid for the semester s/he worked or may have the pay spread over the school year and/or calendar year.
- E. Sick leave days and business days for teachers participating in shared teaching

will be paid in relation to the amount of time they are working. Example: A teacher who works for one semester will receive five (5) sick days and one (1) business day.

- F. Teachers desiring shared teaching for the following school year shall make a request, in writing, to the Superintendent or designee by May 1st.
- G. The Board reserves the right to assign shared-time teachers as provided for in Articles VII and IX of this Agreement.
- H. Teachers on shared time who wish to return to full time status or make any change in their shared time arrangement, shall notify the Superintendent by March 15th for the following year. A teacher who fails to notify the Superintendent of the desired change by March 15th shall continue to be a shared time teacher for the subsequent year. A teacher who requests to return to full time status by March 15th shall be returned to the full time status if his/her seniority is sufficient to do so. Return to full time status may necessitate the implementation of involuntary transfer.

ARTICLE XXVII

SCHOOL CALENDAR

The school calendar, marked Appendix V, shall be incorporated into and shall become a part of this contract.

If the State requirement for minimum days and hours of pupil instruction change during the life of this agreement, representatives of the Association and the Board shall meet for the purpose of bargaining the school calendar and hours of instruction.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If any provision of this Agreement, or any application of this Agreement to any employee or any group of employees, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision or applications shall continue in full force.
- E. Copies of this Agreement shall be produced at the expense of the Board and presented to all teachers now employed or hereafter employed.
- F. If an individual member of the Association initiates litigation challenging the legality of a provision of the Master Agreement, the Association shall not support, financially or otherwise, said litigation in any manner until it attempts through the negotiation process to correct the provision in question. (The negotiation process is defined as those meetings between the negotiating teams of the Board and Association with the primary purpose of contract change.)

CONTRACT DURATION

- A. The term of this contract shall be for two (2) years beginning September 1, 1997, and expiring on August 31, 1999.
- B. One hundred fifty (150) days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement covering the 1996-97 school year.
- C. All terms of the contract shall be retroactive to the commencement of the 1997-98 school year unless otherwise stated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year written below:

THE BOARD OF EDUCATION
ROMEO COMMUNITY SCHOOLS
COUNTIES OF MACOMB AND OAKLAND
MICHIGAN

MEA-NEA LOCAL I
ROMEO EDUCATIONAL ASSOCIATION

DATE: _____

BY: _____
Greg Strobel, President

BY: _____
Sharron Freeman, President

BY: _____
Linda Southby, Secretary

BY: _____
, Secretary

Richard Rosenberg, Vice President

BY: _____
Lu Battaglieri, President
MEA-NEA Local I

Roger Komlen, Treasurer

Jerry Ballenger, Trustee

, Treasurer

Nancy Duemling, Trustee

Kathleen Wreford, Trustee

Romeo Community Schools

Bachelor's Degree Experience		1996-97 Contract	1997-98 Contract	1998-99 Contract
0		\$29,109	\$29,837	\$30,583
1		\$30,990	\$31,765	\$32,559
2		\$32,600	\$33,415	\$34,250
3		\$34,260	\$35,117	\$35,995
4		\$36,065	\$36,967	\$37,891
5		\$37,999	\$38,949	\$39,923
6		\$40,140	\$41,144	\$42,173
7		\$42,338	\$43,396	\$44,481
8		\$44,596	\$45,711	\$46,854
9		\$47,084	\$48,261	\$49,468
10	1997-98	\$49,645	\$50,886	1998-99 \$52,158
Longevity Step 11	400	\$50,045	\$51,286	600 \$52,758
Longevity Step 15	800	\$50,445	\$51,686	1000 \$53,158
Longevity Step 19	1200	\$50,845	\$52,086	1500 \$53,658
Longevity Step 23	1600	\$51,245	\$52,486	2000 \$54,158
Longevity Step 27	2000	\$51,645	\$52,886	2500 \$54,658

Bachelor's Degree (+20 hours) Experience		1996-97 Contract	1997-98 Contract	1998-99 Contract
0		29967	\$30,716	\$31,484
1		31844	\$32,640	\$33,456
2		33457	\$34,293	\$35,150
3		35118	\$35,996	\$36,896
4		36923	\$37,846	\$38,792
5		38854	\$39,825	\$40,821
6		40997	\$42,022	\$43,073
7		43196	\$44,276	\$45,383
8		45454	\$46,590	\$47,755
9		47939	\$49,137	\$50,365
10	1997-98	50503	\$51,766	1998-99 \$53,060
Longevity Step 11	400	\$50,903	\$52,166	600 \$53,660
Longevity Step 15	800	\$51,303	\$52,566	1000 \$54,060
Longevity Step 19	1200	\$51,703	\$52,966	1500 \$54,560
Longevity Step 23	1600	\$52,103	\$53,366	2000 \$55,060
Longevity Step 27	2000	\$52,503	\$53,766	2500 \$55,560

Romeo Community Schools

Master's Degree Experience		1996-97 Contract	1997-98 Contract	1998-99 Contract
0		\$32,205	\$33,010	\$33,835
1		\$34,127	\$34,980	\$35,855
2		\$36,158	\$37,062	\$37,989
3		\$38,141	\$39,095	\$40,072
4		\$40,420	\$41,431	\$42,467
5		\$42,667	\$43,734	\$44,827
6		\$45,031	\$46,157	\$47,311
7		\$47,760	\$48,954	\$50,178
8		\$50,476	\$51,738	\$53,031
9		\$53,382	\$54,717	\$56,085
10	1997-98	\$56,499	\$57,911	1998-99 \$59,359
Longevity Step 11	400	\$56,899	\$58,311	600 \$59,959
Longevity Step 15	800	\$57,299	\$58,711	1000 \$60,359
Longevity Step 19	1200	\$57,699	\$59,111	1500 \$60,859
Longevity Step 23	1600	\$58,099	\$59,511	2000 \$61,359
Longevity Step 27	2000	\$58,499	\$59,911	2500 \$61,859

Master's Degree (+15 Hours) Experience		1996-97 Contract	1997-98 Contract	1998-99 Contract
0		\$33,287	\$34,119	\$34,972
1		\$35,212	\$36,092	\$36,994
2		\$37,238	\$38,169	\$39,123
3		\$39,225	\$40,206	\$41,211
4		\$41,502	\$42,540	\$43,604
5		\$43,751	\$44,845	\$45,966
6		\$46,114	\$47,267	\$48,449
7		\$48,844	\$50,065	\$51,317
8		\$51,559	\$52,848	\$54,169
9		\$54,465	\$55,827	\$57,223
10	1997-98	\$57,582	\$59,022	1998-99 \$60,498
Longevity Step 11	400	\$57,982	\$59,422	600 \$61,098
Longevity Step 15	800	\$58,382	\$59,822	1000 \$61,498
Longevity Step 19	1200	\$58,782	\$60,222	1500 \$61,998
Longevity Step 23	1600	\$59,182	\$60,622	2000 \$62,498
Longevity Step 27	2000	\$59,582	\$61,022	2500 \$62,998

Romeo Community Schools

Specialist's Degree Experience		1996-97 Contract	1997-98 Contract	1998-99 Contract
0		\$33,814	\$34,659	\$35,525
1		\$35,836	\$36,732	\$37,650
2		\$37,964	\$38,913	\$39,886
3		\$40,048	\$41,049	\$42,075
4		\$42,439	\$43,500	\$44,588
5		\$44,801	\$45,921	\$47,069
6		\$47,281	\$48,463	\$49,675
7		\$50,146	\$51,400	\$52,685
8		\$53,000	\$54,325	\$55,683
9		\$56,050	\$57,451	\$58,887
10	1997-98	\$59,323	\$60,806	1998-99
Longevity Step 11	400	\$59,723	\$61,206	600
Longevity Step 15	800	\$60,123	\$61,606	1000
Longevity Step 19	1200	\$60,523	\$62,006	1500
Longevity Step 23	1600	\$60,923	\$62,406	2000
Longevity Step 27	2000	\$61,323	\$62,806	2500

B.A.+ 20 = \$700 (no time limit)

M.A.+ 15 = \$900 (no time limit)

M.A.+ 15 (does not have to be in an approved program)

M.A + 30 or Education Specialist = 5% x M.A. Schedule

Ph.D. = 6% x Educational Specialist Schedule

Non-degreed Vocationally Certified Teachers shall be paid at the rate of 85% of the B.A. Schedule to the appropriate step according to the years of service they have obtained. All provisions of the Master Agreement apply to Non-Degreed Vocationally Certified teachers.

Upon completion of a Bachelor's Degree, the school nurse shall be paid at the rate of one hundred percent (100%) of the appropriate step according to the years of service s/he has obtained.

The deferred lump-sum payment will be paid the last pay period in June of that particular school year.

Cost of Living Adjustment (C.O.L.A)

Each teacher shall receive a Cost of Living Adjustment (C.O.L.A.) as a deferred salary increase based upon the percentage rise in the revised Consumer's Price Index (CPI all items) for all Urban Consumers for the Detroit Metropolitan Area published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) and hereafter referred to as the CPI, subject to the terms of this provision. The amount of the deferred salary increase shall be the dollar equivalent of the percentage increase, rounded to the nearest one-tenth of one percent of the CPI, multiplied by the appropriate salary steps as listed in the salary schedule. This percentage shall be determined by subtracting the CPI of April of the previous year from the CPI of the April of the year in which the C.O.L.A. is to be paid; the remainder shall then be divided by the CPI of April of the previous year. The resulting amount of money shall then be paid, less appropriate payroll deductions, rounded to the nearest \$1.00 to each teacher no later than June 30th of the year in which the C.O.L.A. is to be paid. Such payment shall be made a part of the teacher's regular salary and folded into the salary schedule, but shall be paid by a check separate from the teacher's regular paycheck. The maximum amount of the percentage increase which shall be paid under the terms of this provision shall not exceed 0% for the 1997-99 school years.

- A. In the event a teacher does not complete the school year or is employed for less than the full school year, the Cost of Living Adjustment shall be pro-rated based upon a ratio of the number of work days such teacher worked to 183 work days multiplied by the Cost of Living Adjustment.

- B. If the government changes the make-up, timing, or base year of the index herein listed, representatives of the Board and Local I shall meet for the purpose of negotiating a new C.O.L.A. criteria.
- C. The C.O.L.A. adjustment shall be applied to all salary lanes, longevity payments, long-term disability payments (in the year in which the payments commence), sick days, and all payments made pursuant to the regular salary schedule.
- D. C.O.L.A. payments shall not be paid on the supplemental salary schedule. However, the C.O.L.A. schedule improvement shall be folded into the next year's payment.

BACHELOR'S DEGREE: All teachers possessing a baccalaureate degree from an accredited college or university, and holding a Michigan teaching certificate or permit, shall be placed on the Bachelors Degree Schedule.

MASTER'S DEGREE: All teachers possessing a Masters Degree from an accredited college or university, and holding a Michigan teaching certificate or permit, shall be placed on the Masters Degree Schedule.

EDUCATION SPECIALIST DEGREE: All teachers holding a Michigan Teaching Certificate and an Educational Specialist Degree shall be placed on the Educational Specialist Degree Schedule. *Credit may be given for thirty (30) hours beyond the Masters Degree even though the Specialists Degree has not been granted.

DOCTORATE DEGREE: All teachers holding a Michigan Teaching Certificate and a Doctorate Degree shall be placed on the Doctorate Degree schedule.

Teachers who can present transcripts indicating academic advancement beyond the Bachelors Degree, Master's Degree, or Educational Specialist's Degree shall be entitled to an increase in salary. Such transcripts must be presented by October 15th of the current school year to be eligible for salary increase during the current year. Transcripts presented by February 15th will entitle a bargaining unit member to move to a new salary lane for the second semester of the current year.

State Board approved Continuing Education Units (SB-CEU's) awarded bargaining unit members will be exchanged for semester hours of credit. Six (6) CEU's will equal one (1) semester hour. Teachers accruing sufficient hours, either through SB-CEU's or university course work or both, will advance to the appropriate salary lane.

Credit will be given for outside experience according to the contract. No half year credits will be allowed after the date of this Agreement excepting one-half (½) year credits earned in the employ of the Romeo Community Schools. One-half (½) year credit earned in Romeo shall be granted as a full year.

Teachers may elect to receive their salary on one of three (3) plans as follows:

- a. 26 equal payments including checks during July and August.
- b. 22 equal payments.
- c. 26 equal payments with the 22nd payment to include the payments otherwise received in July and August. This 22nd payment will, in effect, contain the last five (5) pays.

Election of one of the above plans (a, b, or c) must be made by June 1 of the preceding school year. Election may not be changed after that date, except in extenuating circumstances. Employees not making a payment election indicating a pay option will be paid in twenty-six equal payments.

Longevity will be added to the salaries of teachers who have completed their 11th, 15th, 19th, 23rd, and 27th year of service with the Romeo Community School District. This includes those years of outside experience that were allowed on the salary schedule when they joined the Romeo Community School District. The longevity increment payment is \$400.00 for the 1997-98 school year. For succeeding years this increment will be paid as follows: \$600, \$1000, \$1500, \$2000, and \$2500.

TERMS AND CONDITIONS FOR LONGEVITY QUALIFICATIONS:

Military service credit will be counted toward longevity if (1) it interrupts tenure in the Romeo Community Schools, and (2) employment with the Romeo Community Schools is the first employment after completing service in any of the United States Armed Forces.

Interrupted tenure for other reasons will be counted toward longevity only when the teacher has been granted a leave of absence.

Individuals on leave of absence must comply with provisions of Articles XIX -XXI, and where other employment is accepted, or for some other reason, does not return to work for the Romeo Community Schools at the end of the individual's leave of absence, they forfeit credit for previous years of employment.

Board Approved Curriculum-Related Conferences/Inservices/Saturdays/Vacations

Teachers who participate in Board approved curriculum-related conferences or inservices on Saturdays or on days during vacation periods shall be compensated \$75.00 each day.

APPENDIX II SUPPLEMENTAL PAY SCHEDULE

AUDITORIUM SUPERVISOR - The position of auditorium supervisor will be reimbursed as either one (1) hour of release time or as a stipend of Three Thousand Dollars (\$3,000). The decision regarding which alternative to be utilized will be mutually agreed to by the administration and the successful applicant for the position.

	<u>PERCENTAGE</u>		<u>PERCENTAGE</u>
<u>BAND</u>		<u>DEBATE</u>	10
Senior High	17		
Middle School	7	<u>DRAMATICS</u>	
		Drama Coach (per production)	5
<u>BASEBALL</u>		Musical (per director)	4
Varsity	10		
Jr. Varsity	8	<u>DRIVER TRAINING</u>	
9th Grade	7	Range - Class (hr.)	\$15.92 (94-96)
7th & 8th Grade	6	and Drive (hr.)	\$15.92 (94-96)
<u>BASKETBALL</u>		<u>ELEMENTARY SCHOOLS</u>	
Varsity	12	Noon Duty	\$7.47
Jr. Varsity	9	Grand Slam	3
9th Grade	8	Safety Patrol	4
8th Grade	6	Service Squad	4
		Student Council	2
<u>BUSINESS PROFESSIONALS</u>		Yearbook	2
<u>OF AMERICA</u>	\$500		
		<u>FACULTY MANAGER</u>	11
<u>BUILDING LEVEL</u>			
<u>COMMUNICATIONS LIAISON</u>	\$800	<u>FOOTBALL</u>	
		Varsity	12
<u>CABLE SPONSOR</u>	4	Assistant	8
		8th Grade	6
<u>CHEERLEADING</u>		Asst. 8th Grade	5
High School	7		
Middle School	6	<u>G.A.A.</u>	5
Assistants	5		
		<u>GOLF</u>	7
<u>CLASS SPONSOR</u>			
Senior	4	<u>GYMNASTICS</u>	10
Junior	4		
Sophomore	4	<u>INTRAMURAL DIRECTOR</u>	
		<u>MIDDLE SCHOOL</u>	
<u>CROSS COUNTRY</u>	7	Boys	10
		Girls	10
<u>DANCE TEAM</u>			
High School	6	<u>MATH PENTATHLON</u>	\$500

MIDDLE SCHOOL CAMP

If the middle school camp is approved for 6th grade outdoor education experience, participating staff members who stay overnight will be compensated at \$100.00 per night or 1/2 day comp time.

NATIONAL HONOR SOCIETY
SR. HIGH SCHOOL

\$500

ODYSSEY OF THE MIND

\$500

QUIZ BOWL

\$800

SCIENCE OLYMPIAD

\$500

SECONDARY CHAPERONING

\$15.00 per activity

SOCIAL STUDIES OLYMPIAD

\$500

SOCCER

Varsity Boys 7
Varsity Girls 7
Jr. Varsity Boys 5
Jr. Varsity Girls 5

SOFTBALL

Varsity 10
Jr. Varsity 8
9th Grade 7
8th Grade 6

STUDENT COUNCIL

High School 5
Middle School 4

SUBSTITUTE RATE

\$25.00 per period/all occurrences

SWIMMING

Assistant 8

TENNIS

Jr. Varsity 5

TRACK

Varsity 10
Asst. Varsity 7
9th Grade 6
7th & 8th Grade 6

VOCAL MUSIC

High School 6
Middle School 5

NOTE: Elementary music teachers will receive one-half (1/2) day of comp. time for each evening performance

VOLLEYBALL

Varsity 10
Jr. Varsity 8
9th Grade Girls 7
8th Grade Girls 5

WRESTLING

Varsity 10
Jr. Varsity 8
Middle School 6

YEARBOOK

High School 4
Middle School 4
Manager 4
Newspaper 4

A. PAYMENT SCHEDULE

1. Duties that are assumed for a full year will be paid twice. The first pay, which will be for half, will be in a separate check. This check will be issued on the first pay date of the second semester. A second separate check for the remaining half will be paid on the first pay date in June. This also includes Driver Training if held during the school year.
2. Those people assigned to Yearbook duties will be paid on the first pay in June.
3. Debate coaches will be paid in the same way as other yearly duties.
4. Those persons who are assigned for plays or like productions will be paid on the same basis as other yearly duties.
5. Supplemental assignments will be compensated within approximately two (2) weeks of the completion of all duties associated with that supplementary assignment. The completion of all related duties will be determined by the appropriate administrators.
6. The percent payment schedules shall be based on the years of experience on the Bachelor's salary schedule. Credit for experience will be allowed for the number of years of experience actually acquired in the supplemental assignment. Credit for previous coaching experience may be allowed up to a maximum of eight (8) years.
7. All supplemental duties will be paid in separate checks as described in A-1.

APPENDIX III

VISION SPECIFICATIONS

VSP 2 - Please refer to booklet.

VSP 3 - Please refer to booklet.

APPENDIX IV

LONG-TERM DISABILITY SPECIFICATIONS

Please refer to booklet.

ROMEO COMMUNITY SCHOOLS 1997-98 CALENDAR

Monday, August 25, 1997	All teachers report.	
Tuesday, August 26	Students report. Students a.m. only.	
Friday, August 29	No school.	
Monday, September 1	Labor Day.	
Tuesday, September 2	School reopens.	
Wednesday, September 17	Powell and Romeo Middle School Open House 7:00-9:00 p.m.	
Thursday, September 18	Romeo Sr. High School Open House 7:00-9:00 p.m.	
Wednesday, September 24	Amanda Moore Open House	6:30-8:00 p.m.
Thursday, September 25	Indian Hills Open House	6:30-8:00 p.m.
Wednesday, October 1	Powell and Romeo Middle Conf.	5:00-8:15 p.m.
Thursday, October 2	Powell and Romeo Middle Conf.	5:00-8:15 p.m.
	Cros., Ham-Par, Wash. Open House	6:30-8:00 p.m.
Friday, October 3	Powell and Romeo Middle students and staff a.m. only	
Tuesday, October 28	Elementary Conferences	5:30-8:00 p.m.
Wednesday, October 29	Elementary Conferences	5:30-8:00 p.m.
Thursday, October 30	Elementary Conferences	12:15-3:30 p.m.
	Elementary students a.m. only	
Friday, October 31	Elementary staff and students a.m. only.	
Wednesday, November 5	Romeo High School Parent-Teacher Conf. 5:00-8:15 p.m.	
Thursday, November 6	Romeo High School Parent-Teacher Conf. 5:00-8:15 p.m.	
Friday, November 7	Romeo High School staff and students a.m. only	
Wednesday, November 26	Professional staff and students a.m. only.	
Thursday, November 27 and Friday November 28	Thanksgiving holidays.	
Friday, December 19	Winter recess begins at the end of the school day.	
Monday, January 5, 1998	School reopens.	

Thursday, January 15, 1998	Middle Schools and Sr. High exams. Powell and Romeo Middle and Romeo Sr. students a.m. only.
Friday, January 16	Sr. High exams. Records day. K-12 student a.m. only
Monday, January 19	Second semester begins.
Thursday, January 22	Middle Schools & Romeo Sr. High Inservice - all day, no students
Friday, January 23	K-5 Inservice - all day, no students
Friday, February 13	Mid-winter break.
Monday, February 16	Mid-winter break.
Tuesday, February 17	Mid-winter break.
Tuesday, February 24	Powell and Romeo Middle Parent-Teach. Conf. 5:00-8:00 p.m.
Thursday, February 26	Sr. High Parent-Teacher Parent-Teacher Conf 5:30-8:30 p.m.
Thursday, March 19	Elementary Parent-Teacher Conferences 5:30-8:00 p.m.
Thursday, April 9	Spring recess begins at the end of the day.
Monday, April 20	School reopens.
Monday, May 25	Memorial Day recess.
Monday, June 8	Records Day. All students a.m. only.
Tuesday, June 9	Records Day. All students a.m. only

If school is closed due to an order of a State or Federal Agent or Agency, the days of school missed due to this type of closing will be made up during the school year up to the minimum days required by state law. The scheduling of those days will be at the end of the school year as mutually agreed to by the Association and the Board of Education.

181 student days
183 teacher days

ROMEO COMMUNITY SCHOOLS 1998-99 CALENDAR

Monday, August 24, 1997	All teachers report.
Tuesday, August 25	Students report. Students a.m. only.
Friday, September 4	No school.
Monday, September 7	Labor Day. No school.
Tuesday, September 8	School reopens.
Thursday, October 29	Elementary students, a.m. only.
Friday, October 30	Elementary students, a.m. only.
Friday, November 6	Secondary (6-12) students, am. only
Wednesday, November 25	Professional staff and students a.m. only.
Thursday, November 26 and Friday November 27	Thanksgiving holidays.
Friday, December 18	Winter recess begins at the end of the school day.
Monday, January 4 , 1999	School reopens.
Thursday, January 14	Secondary (6-12) a.m. only.
Friday, January 15	Records day - K-12 students a.m. only.
Monday, January 18	No school.
Tuesday, January 19	Second semester begins.
Friday, February 12	Mid-winter break. No school.
Monday, February 15	Mid-winter break. No school.
Tuesday, February 16	Mid-winter break. No school.
Thursday, April 1	Spring recess begins at the end of the day.
Monday, April 12	School reopens.
Monday, May 31	Memorial Day recess.
Tuesday, June 8	Records Day. All students a.m. only.
Wednesday, June 9	Records Day. All students a.m. only

If school is closed due to an order of a State or Federal Agent or Agency, the days of school missed due to this type of closing will be made up during the school year up to the minimum days required by state law. The scheduling of those days will be at the end of the school year as mutually agreed to by the Association and the Board of Education.

181 student days
183 teacher days

Note: This abbreviated calendar does not reflect the one day inservice, or times for conferences.

1. During the 1997-99 school years, one (1) half-day workshop will be set per year by the Professional Staff Development Committee.
2. Marking period and conference dates will be mutually agreed to by the Board and the Association at the beginning of the school year. All conferences will be scheduled Wednesday afternoon, Thursday afternoon, Thursday evening, or Friday afternoon.
3. Marking period conferences at the secondary level shall occur at either the mid-marking period or at the end of the marking period at the option of the staff and administrator of a building.
4. If school is closed due to an order of a State or Federal Agent or Agency, the days of school missed due to this type of closing will be made up during the school year up to the minimum number of days required by State law. The scheduling of those days will be mutually agreed to by the Association and the Board of Education. If mutual agreement is not reached by March 1st, the Board will schedule such days.
5. Elementary teachers may leave at the end of their work day for the first afternoon session of parent-teacher conferences; however, there are two items which must be covered:
 - A) The goal of parent-teacher conferences is to allow teachers ample time to meet with each parent in a conference format.
 - B) Any teacher who has completed his/her conferences prior to the required time in the contract must so notify the building administrator that he/she has completed his/her required conferences for that particular time segment.
6. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet an annual instructional minimum required by law and/or to qualify the Employer for full state aid, such instructional additional days will be scheduled and teachers shall work on the rescheduled days without any additional compensation at the end of the school year as needed.

Should an instructional day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of that instructional day at the end of the year as needed.

The make-up of instruction days shall only be undertaken as necessary for the school district to qualify for full state aid or meet the minimum number of days of student instruction required by law and on a building by-building rather than district-wide basis as permitted by law.

If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, or health conditions, and the school district is not penalized through loss of state aid if school is not held on such days, it is agreed that the following school closing provision shall become immediately effective:

When conditions not within the control of school authorities (such as, but not limited to, severe storms, fires, or health conditions) result in the closing of a school(s) or other facility of the Employer, bargaining unit members who work in the school or facility closed shall be excused from reporting to duty at that school or facility without loss of pay. Days lost to school closing under the foregoing circumstances shall not be rescheduled.

The intent of the above paragraph is for the movement of the operation of that school or facility to another facility in the event of an emergency that would preclude utilization of a building for normal operating procedures.

ADDENDUM TO SCHOOL CALENDAR

SCHOOL YEAR IDENTIFICATION

For the purpose of clarifying the terminology "school year" as used in the teachers' master agreement or other documents published by the school district, we will consider the school year to run from the first work day identified in the teachers' master agreement of one fiscal year through the day before the first such day of the next fiscal year. Example: 1977-78 school year is identified as September 6, 1977 through September 4, 1978.

The primary reason for identifying the school year is to determine eligibility for fringe benefit payment by the school district during the summer months. Please note that the following guidelines will be implemented in dealing with specific situations. Others will be dealt with as they arrive.

1. Laid off staff, who have been under contract for all or part of the year, will have their fringe benefits paid by the district during the months of July and August, provided they are working on the last working day for the general teaching staff.
2. If on an unpaid leave of absence which results in the teacher missing the last day of work, their fringe benefits will be terminated effective the end of the month in which the leave becomes effective. (In some instances, insurance companies are willing to allow an employee to continue his/her fringes at the individual's expense. The employee would have to check this out with our payroll office.)

The cost of the fringe benefits will be resumed by the district upon the employee's return to work.

NOTE: Leaves of absence are not synonymous with leave days as outlined in the contract. (Specifically, sick leave days, personal business days, professional leave days. Please refer to Article XIX in the Teachers' Master agreement.)

3. Employees who retire or resign after completing the school year will receive allowable fringe benefits for July and August. In the 1998-99 school year and in subsequent years, employees who retire after completing the school year will receive allowable fringe benefits for July.
4. In no instance will an employee receive paid benefits for more than twelve (12) months as a result of working a full academic year.

LETTERS OF INTENT

The Board of Education agrees with the concept that bargaining unit positions created in the school district will be filled by duly qualified and certified persons in keeping with the certification code on Michigan teachers. This relates to all positions covered in the teachers' certification code.

ARTICLE XXII PROFESSIONAL COMPENSATION (Early Retirement Incentive)

This letter of intent shall be eliminated in the 1998-1999 school year.

H. 2.

- A. Intent: Waive minimum age requirement of fifty-five (55) years old if the person qualifies for full retirement from the State Retirement Board.
- B. Intent: No person will receive more than a total of ten (10) years of early retirement incentive regardless of when they opt to retire before the age of fifty-five (55).

NOTE: There is no change in the age and benefits listed for those people retiring from ages 55.0 to 64.9.

ARTICLE VI TEACHING CONDITIONS (Sustained Silent Reading)

- B. 3. f. In the 1998-99 school year, a committee comprised of teachers and administrators from the two middle schools will assess the effectiveness of the Sustained Silent Reading (SSR) program and make a recommendation to the Association and the Administration as to the continuation of such a program.

Sustained Silent Reading shall remain in effect for the 1997-98 and 1998-99 school years. This Letter of Intent shall expire June 30, 1999.

ARTICLE VI TEACHING CONDITIONS (Preparation Period Compensation)

The District shall not adjust compensation for any bargaining unit member(s) who substituted during preparation periods from the commencement of the 1997-98 school year through ratification of the successor agreement.

APPENDIX VI

ROMEO COMMUNITY SCHOOLS
ROMEO EDUCATION ASSOCIATION
MEA-NEA LOCAL I
Notice of Grievance

Level 1

Level 2

Name of Grievant(s) _____

Building Assignment _____
Principal(s) _____

1. Grievance. (Give facts describing alleged grievance.)

2. Date or dates of alleged violation. _____

3. Agreements violated: (Describe by Article, section or sub-section that part of Master Agreement alleged to have been violated.)

4. Relief requested: (outline the action you believe should be taken to rectify the alleged violation.)

Signature of Grievant(s) _____

Date Filed _____

ASSOCIATION ENDORSEMENT - LEVEL TWO

The Association Grievance Committee has reviewed the above stated grievance and:
 Agrees that the contract has been violated.
 Finds no contract violation.
 Forwards with no recommendations.

Signed _____
Association Secretary

Date _____

ARTICLE XXII PROFESSIONAL COMPENSATION (Insurance)

Effective on the date of execution of this Agreement, the undersigned representatives of the Romeo Community Schools and MEA/NEA Local 1, Romeo, hereby agree as follows:

1. Section 166d of the State Aid Act, 1997 PA 93; MCL 388.1766D, provides a financial penalty on school districts that approve, after October 1, 1997, a collective bargaining agreement that includes certain health care coverage.
2. The District and Association agree that the health care coverage as specified in Article XXII shall be modified to the extent required by Section 166d to avoid financial penalty to the District. This document does not authorize any alteration of health care coverage that is not affected by Section 166d.
3. In the event the penalty provision of Section 166d is repealed, the District and the Association shall reinstate the health insurance coverage IF AVAILABLE included in the predecessor Master Agreement that was eliminated due to Section 166d.
4. This Letter of Agreement shall not constitute a past practice nor a precedent nor a waiver of any rights whatsoever.

MEA/NEA/LOCAL I, ROMEO

ROMEO BOARD OF EDUCATION

BY: _____
Sharron Freeman, President

BY: _____
Bruce Grusecki, Asst. Supt.

DATE: _____

DATE: _____



