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AGREEMENT

between the

ROMEBO BOARD OF EDUCATION

and the

ROMEBO EDUCATION ASSOCIATION

1967-1968

The Romeo Community Schools

Romeo, Michigan

Romeo Community Schools

MEA
1216 Kendall
East Lansing, Mich.
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This Agreement entered into this 28th day of August, 1967 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 Romeo Education Association, 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 the 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, including counselors, special education teachers, librarians, attendance officers, permanent substitutes, and teachers on leave, and specifically excluding the superintendent, assistant superintendents, principals, and substitutes.

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.

ARTICLE II

BOARD RIGHTS

The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan, except as the same are expressly and specifically limited by this Agreement.

ARTICLE III

TEACHERS 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 his 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 of Education, 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 or non-membership.

C. The Code of Ethics of the Education Profession is considered by the Association, its membership, and the Board of Education to define acceptable criteria of professional behavior for teachers. The Association and its members shall be expected to abide by this code.

ARTICLE IV

ASSOCIATION RIGHTS

A. The Romeo Education Association will be allowed space in the school building to store duplication machines, paper and supplies for Association use.

B. Meetings of the Romeo Education Association may be held in the school buildings before or after school hours. Committee meetings and individual contacts may be scheduled during the teachers 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 Romeo Education 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 to improve the professional status of teachers as long as the materials distributed do not advocate a position contrary to the policies of the Board of Education or the terms of this agreement.

E. The Association may use, within the school building, the typewriters, duplication equipment and the audio-visual equipment necessary to their 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 attributable to their use.

F. The Board agrees to make available to the Association in response to reasonable requests, all readily 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, budgetary or tax programs, or major modifications of same, or major revisions of educational policy which are proposed. If the Association desires, it shall be given an opportunity, on request, to present its position to the Board.

H. Membership in the Association shall be open to all teachers regardless of race, religion, creed, sex, marital status, national origin, or age.

ARTICLE V

ASSOCIATION RESPONSIBILITY

The Association agrees to abide by the provisions of Public Act 379 as interpreted by the State Supreme Court.

ARTICLE VI

TEACHING CONDITIONS

A. The Board of Education 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. Cooperative efforts will be made during the 1967-68 school year to reduce some of the non-instructional duties of teachers in elementary schools so that more of their time may be directed to the educational program.

C. The Board will make a continuing effort to achieve and maintain the standards in class size as recommended by the North Central Association of Colleges and Secondary Schools in the High School and Junior High School. Pupil teacher ratio is recognized as an important aspect of an effective educational program.

At the elementary level, all reasonable efforts will be made to retain a class size of 35 or less in all regular classroom situations in order to insure adequate attention to individual differences.

Maintenance of the above standards is recognized as being dependent upon available facilities, supply of qualified teachers and rate of school district growth.

D. The Board recognizes that appropriate teaching materials, supplies, and equipment are essential to the efficient and effective operation of the schools and agrees to keep the schools reasonably supplied, equipped, and maintained.

E. Where possible the Board shall make available in each school adequate restrooms and lavatory facilities exclusively for teacher use, and at least one room, appropriately furnished, in which smoking shall be permitted. Provision for such facilities shall be made in all future buildings.

F. Where possible, one telephone will be made available in each building for the teachers professional and emergency use.

G. Off street parking facilities shall be made available for teachers at all existing schools, with the exception of the North Elementary School. Necessity of parking space will be considered at all future sites.

H. 1. The normal teaching load at the Senior High School shall consist of twenty-five (25) instructional periods and five (5) periods for conference and/or preparation per week.

2. The normal load at the Junior High School shall consist of thirty (30) instructional periods and five (5) periods for conference and/or preparation per week.

3. In the Elementary Schools, the Board will attempt to provide special teachers for Art and Music in grades one through six and Type A Special Education. Art and Music periods will be no less than twenty minutes in length.

Regular classroom teachers thus released from duty may use these periods for conference and/or preparation periods. Released time for classroom teachers shall equal at least 90 minutes per week, provided the Board is able to hire the qualified personnel who have been approved. Length of periods will vary in accordance with the age and level of the students concerned.

The Board will attempt to provide Library service at the elementary level.

I. The Administration and the teaching staff will work together to provide a minimum duty free lunch period for every teacher, every day as follows:

- a. Senior High - 30 minutes
- b. Junior High - 30 minutes
- c. Elementary - 40 minutes

Provided that when temporary facilities must be used, a 35 minute lunch period for elementary teachers shall be considered acceptable.

J. It shall be the policy of the Board to supply substitutes for all teachers absent, whenever possible. In emergency situations teachers may be requested to fulfill the need for a substitute. A teacher may decline, with valid reason, to substitute, provided other arrangements can be made.

When required to substitute, teachers shall be paid a pro-rata share of the day-to-day substitutes rate.

K. Under normal conditions, no teacher shall be required to drive a school bus as part of his regular assignment.

L. 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 marshal or other duly qualified public agency.

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.

M. The teacher's day is from 8 o'clock A. M. to 4 o'clock P. M. The teacher's day is not necessarily set by these hours, however, all teachers should generally hold to these hours. Teachers should be on hand before and after school for consultations and/or emergencies. When necessary to leave during these hours, arrangements must be made with the building principal.

N. In case school is cancelled for any reason, teachers are expected to report if possible. If impossible to report for work, teachers will contact their respective principals.

ARTICLE VII

VACANCIES, PROMOTIONS, TRANSFERS, & SPECIAL ASSIGNMENTS

A. Whenever a vacancy in any professional position in the district shall occur, the Board shall publicize the same by posting in every school building. During the summer vacation period the Board will mail a notice to the Association secretary who, prior to leaving for the summer, will leave, in writing, his mailing address.

B. Any teacher may apply for such a vacancy.

C. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to the supervisory and executive levels.

D. The Board agrees to give due weight to the professional background and attainments of all applicants in filling such vacancies.

E. When filling a vacancy, the Board will select the best qualified candidate. The Board reserves the right to fill vacancies temporarily when necessary.

F. All teachers will have an opportunity annually to express their preference for building assignments, grade level and/or subject area, where possible transfer requests will be honored consistent with the best interests of the district. The Superintendent will give due consideration to the preference indicated.

Consideration will be given to the following:

1. Academic qualifications of the teacher.
2. Recommendation 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.

G. Involuntary transfers will be made only in case of emergency, to prevent undue disruption of the instructional program or to make needed improvements in staff balance. The teacher to be transferred shall be informed as early as possible. Should the notice of transfer be made after July 1 of a given year, he shall have the opportunity to resign on thirty (30) days notice without prejudice.

H. Assignments for Adult Education, Driver Education and Summer School will be made on the basis of application from teachers holding valid teaching certificates. Teachers regularly employed in the district shall be given preference for such assignments. Applicants will be considered on the basis of:

1. Academic qualification for the assignment.
2. Regular teaching assignment.
3. Recommendation of the administrator directly responsible for the program.
4. Experience in the field for which application is submitted.
5. Seniority in the district.

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

I. No teacher shall be assigned more than one student teacher during a semester. The Association members accept the concept that members of the profession have an obligation to aid in the training of future teachers to the best of their ability. Whenever possible, assignments 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.

J. All teachers shall be given notice of their tentative assignments and schedules for the forth coming 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.

ARTICLE VIII

TEACHER QUALIFICATIONS

A. No new teacher shall be employed by the Board of Education 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 code provision for special certificates, in cases of necessity, or where the teacher has outstanding credentials.

B. To the extent possible, teachers will be assigned to instruct in their major field of study and with the scope of their certificate.

ARTICLE IX

TEACHER EVALUATION

A. The building principal or his designee is responsible for written evaluations of all professional employees assigned to his building. His responsibility shall include:

1. Orientation of new employees with the evaluative procedures and instruments during the first five (5) weeks of their assignment to his building.
2. Compilation of observations made from time to time prior to formal evaluation.
3. Evaluation of probationary teachers formally once each semester.
4. Each formal evaluation must be preceded by at least one classroom observation of at least thirty consecutive minutes and within ten days prior to the evaluation.
5. Conferring with teachers and discussing with them each item which is to be included in their respective personal files.
6. Providing each teacher with a copy of formal evaluation reports.
7. Providing definite, positive assistance to rectify professional difficulties to teachers receiving substandard evaluations that may lead to dismissal.

8. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

9. All tenure teachers must be evaluated once each year.

B. The procedures set forth in Section A, above, shall be fully applicable to those teachers working in supplementary duty assignments listed in Appendix II except that item "4" may be adjusted to accommodate the nature of the activity.

C. No teacher shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantage without just cause.

D. Nothing in this section shall be construed to indicate that teachers have tenure in supplementary assignments. The administration will continue to make recommendations to the Board on supplementary assignments.

ARTICLE X

PROFESSIONAL DUES

A. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct dues for the payment of the local, state, and national Association, from the pay of each employee for whom it has on file an "Authorization for Check-Off of Dues" form.

Insert Check-Off Form

B. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues together with the provisions of this Agreement. The Employer shall have no responsibility for collection of any other assessments or deductions in accordance with this provision.

C. Delivery of executed Authorization of Check-Off Form.

A properly executed copy of such Authorization for Check-Off of Dues form for each association employee for whom membership dues are to be deducted hereunder shall be delivered to the Board before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. An authorization for Check-Off of Dues form which is incomplete or in error will be returned to the Local Association Financial Secretary.

D. Deductions shall be made from three (3) consecutive pay checks starting with the first pay in October.

E. Refunds.

In cases where a deduction is made that duplicates a payment that an employee has already made to the Association, or where a deduction is not in conformity with the provisions of the Association constitution and by-laws, refunds to the employee will be made by the local association.

F. Remittance of Dues to Financial Officer.

Deductions shall be remitted to the Financial Secretary of the local association as soon as possible after the third deduction in the first semester.

G. Authorization and Term of Check-Off.

Any Authorization for Check-Off deduction or revocation of deductions shall be executed and delivered to the Board between June 1 and September 15 of each school year.

H. Disputes concerning Check-Off.

Any disputes between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of no further deductions will be made. The Board assumes no liability for the authenticity, execution or revocation of the Authorization form.

I. Limit of Board's Liability.

The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Board for the purpose of complying with Section A of this article.

ARTICLE XI

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.

A. There is hereby established a Curriculum Steering Committee (CSC) composed of six (6) members, three (3) to be selected by the Association from the teaching staff and three (3) to be selected by the administration. The Superintendent or his designee shall serve as Chairman of this committee. All principals shall be ex-officio members of this committee.

B. The CSC shall meet at regular intervals and shall systematically review courses of study, textbooks, curriculum guides, instructional materials, techniques and equipment, pupil evaluation plans, programs and devices and other related matters, consistent with the declared philosophy and educational aims and objectives of the school district.

C. The CSC may establish additional ad hoc committees to review particular areas or segments of the curriculum. All such committees shall have administrative representatives.

D. The ad hoc committees will make their reports to the CSC. The Curriculum Steering Committee will make its report and recommendations to the Board of Education through the Superintendent.

E. The Board of Education will take action on recommendations within sixty (60) days. Such action will be to accept, hold for further study until a specified date, reject or refer back to the CSC.

F. Both parties agree that the Curriculum Steering Committee and the ad hoc committees so established by the CSC serve in an advisory and consultive capacity only and that failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

ARTICLE XII

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 him while in the performance of official school assignments.

The Board will provide advice to the teacher as to his 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. If a written record of such complaints is to become a part of the teacher evaluation file, a copy will be provided to the teacher.

D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property and shall be individually liable for any damage or loss to person or property in any case of negligence or neglect of duty.

E. In cases of extreme classroom discipline problems, the teachers 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 to protect himself from attack or to prevent injury to another student. Corporal punishment may be administered within the limits of the state law, provided that the teacher shall always have another adult present as a witness.

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 his teaching obligations allow, full particulars of the incident. The principal may request such particulars in writing.

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 XIII

ACADEMIC RESPONSIBILITY

Since teachers are working with students who have not yet reached full maturity, they are expected to consider carefully the effect of 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 XIV

GRIEVANCE PROCEDURE

A. Any teacher, group of teachers, or Association representing the teachers of the Romeo Community School District, believing that there has been a violation involving the interpretation and application of this contract shall present such grievance in accordance with the following procedures.

B. The following steps will not prevent any individual employee from presenting a grievance to his employer and having the grievance adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or agreement then in effect, provided that the bargaining representative has been given opportunity to be present at such adjustment.

C. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of the decision. In exceptional circumstances, extensions in time may be granted when so requested in writing and by mutual agreement. Said request must be filed within the normal appeal period.

D. The Romeo Education Association will inform the Board of Education of the Romeo Community Schools, by the first Monday in October of each school year, the names of the members of the Romeo Education Association grievance committee. One member only of this committee shall represent the Association in grievance matters and the Romeo Education Association secretary shall identify the grievance committee representatives and notify the administrator or administrators concerned. At no time shall the aggrieved party serve as the Association Grievance Committee representative.

E. This grievance procedure is not intended in any way to hinder the teachers from presenting problems to the principal in the normal day-to-day operation of the school.

F. The processing of the complaint or grievance shall be terminated in the event that the teacher or teachers filing the original complaint, or grievance, withdraw their complaint, or grievance, or voluntarily leave the employ of the school district.

G. All references to days in this article shall mean calendar days.

Step 1: The teacher, group of teachers, or Association, shall discuss the problem, or grievance, informally with the building principal, or principals, affected within six (6) days of the awareness of the occurrence or circumstances that gave rise to the problem or grievance. The building principal or principals shall have six (6) days from the presentation of the problem, or grievance, to decide.

Step 2: Within six (6) days of the principal's or principals' decision under Step 1, the teacher, group of teachers, or Association, may request through the building principal or principals affected, an informal conference with the Superintendent of Schools.

Step 3: In the event the matter is not resolved informally in six (6) days in Step 2, the teacher, or group of teachers from the same building, shall present the grievance in writing within three (3) days through the proper Romeo Education Association representative, to the principal of the building. In case of the involvement of a group of teachers not from the same building, or an Association grievance, it shall be presented in the same manner to the superintendent of schools under Step 4.

If the matter is not resolved within ten (10) days after the presentation of the grievance, the teacher or group of teachers from the same building may, within ten (10) days of the decision, take the following step.

Step 4: The teacher or group of teachers from the same building shall, through the proper Romeo Education Association representative, present the written grievance to the superintendent of schools. The superintendent of schools shall have fifteen (15) days to make a decision. If the matter is not resolved the teacher, group of teachers from the same building, group of teachers not from the same building, and the Association, may then within fifteen (15) days from the date of the decision take the following step.

Step 5: The teacher, group of teachers from the same building, group of teachers not from the same building, or the Association, shall present the written request, through the proper Romeo Education Association representative, to the Board of Education requesting a formal hearing. Such hearing shall not be construed as a public Board meeting, but rather an executive session of the Board. The

Association may be represented by three members of the grievance committee at the hearing. The Board of Education shall have fifteen days after the hearing to make a decision.

ARTICLE XV

SICK LEAVE

A. All regular professional personnel covered by this agreement shall be granted leave for illness and emergencies, as later defined.

B. Sick leave shall be granted at the rate of one day per school month per year with accumulation to a maximum of 200 days.

C. The yearly sick leave allowance is to be allowed in advance of the first day of assignment each year.

C. Each employee will be notified at the beginning of the school year as to his accrued number of sick days.

E. Any professional employee covered by this agreement not fulfilling his contract, either by resignation or dismissal, will have his sick leave pro-rated for the year, based on the number of full months completed.

F. In case of absence due to injury or illness incurred in the course of the teachers employment for which the employee receives benefits under the Michigan Workmen's 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 has days in his bank. A pro-rated amount of time shall be deducted from his sick leave bank.

G. 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 of Education will attempt to assign the teacher to the same position if it is available, or to a substantially equivalent position.

H. DEFINITION OF EMERGENCIES UNDER SICK LEAVE

1. Teachers shall be granted leave for emergencies arising from the death or serious illness of husband, wife, children, father, mother, brother, sister, grandparent and father-in-law or mother-in-law. One day may be used in case of death of a close associate.

2. Quarantine of employee or employee's living quarters.

3. To provide care for a parent, child or spouse of a teacher for one day, in case of illness or accident when no one else is available.

I. Any request for pay for absence for emergency reasons other than those stated in Section 8 will be referred to the Principal for consideration.

J. Sick leave days may be used for doctor appointments provided that the request is made in advance, in writing, and has the approval of the administration.

K. SICK LEAVE BEYOND THIRTY DAYS

1. 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 his health, except in cases involving compensable injury or illness. A statement from the attending physician indicating probable date of the return to work is required.

2. The Board of Education reserves the right to have an examination of the employee by a physician of its own choosing at the Board's expense.

3. An employee ill for more than ten (10) consecutive working days will present the Board of Education with a statement from his attending physician indicating that his condition of health is adequate for him to return to work without danger to students or himself.

L. DEDUCTIONS FOR ADDITIONAL SICK LEAVE DAYS

When an employee is absent an additional number of days over his sick leave allowance, the full daily wage will be deducted. The deduction for the daily wage will be based on the school year of two hundred days being divided into the base salary of the teacher.

M. SICK LEAVE BANK

1. The Board of Education will cooperate in the establishment of a sick leave bank. All professional employees whose positions require a teaching certificate shall participate.

2. Two days of each employees sick leave will be deposited in the bank each year until the bank is built up to a maximum of 1000 days. No more days will be added to this maximum until the bank is depleted to 500 days. The bank will then be built up again to 1000 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.

4. An employee withdrawing from the bank will not be allowed to withdraw the contributed days.

5. The first thirty (30) 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. No days may be drawn from the sick leave bank until the employee's own individual accumulated leave has been depleted.

7. A maximum of thirty (30) days during one school year may be drawn by one individual from the bank.

8. 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.

9. The secretary of the REA shall certify as to the accuracy of the additions to, and deductions from the bank.

10. Limits of Liability. The Association will protect and save harmless the Board from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken for the purpose of complying with this article.

11. 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.

ARTICLE XVI

PERSONAL LEAVE DAYS

A. Leaves for personal business shall be granted at the rate of two days per year and shall not be accumulative.

B. Personal business days, upon approval, shall be granted to conduct such business as would be difficult to conduct on days other

than school days. In the event of misuse of personal business days, the Association and the Board shall jointly investigate the case and recommend appropriate action.

C. A teacher planning to use a personal business day or days shall notify his principal in writing immediately upon knowing his need to take a personal business day and at least one week in advance except in cases of emergency. The reason for personal leave should be in writing, and if of confidential nature, so indicated.

D. Absence for personal business on the day prior to or immediate after a holiday or vacation should not be requested except in an emergency situation.

E. The Board will make an effort to grant leave without pay to members of the teaching staff for problems of a personal nature and these leave requests must be in writing. These leaves shall not be granted as a personal recreational or leisure time activity use.

F. Absence for jury 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 his daily salary and any fee he is paid for jury duty.

G. Teachers shall be paid the difference between his daily salary and any fee he is paid as a witness only for appearances before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the teacher's employment where the teacher has been finally adjudged not guilty of culpable conduct in his employment and such other cases as the Board in its discretion shall decide. A teacher subpoenaed as a witness will be paid the difference between his daily salary and any fee he is paid as a witness.

ARTICLE XVII

PROFESSIONAL LEAVE DAYS

A. The Board may grant professional leave days with pay, for members of the teaching staff who are engaged in the promotion and improvement of education on the state and national level. Such days will not be deducted from the personal or sick leave days. Such requests must be submitted in writing in advance and accompanied with an agenda of the meeting whenever possible.

B. One day may be granted for visitation to other school districts during the school year for the purpose of observation, evaluation and study of the other school programs and activities.

Written application for such visitation is to be submitted to the principal at least one 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.

ARTICLE XVIII

PROFESSIONAL LEAVE

A. The Board may grant a leave of absence for professional growth for a maximum of one year without compensation.

B. The conditions for the return of a teacher on professional leave will be mutually agreed upon before the Board grants the leave.

C. Professional leave shall count as time taught for salary schedule purposes only.

D. The Board will attempt to place the teacher returning from a professional leave in a teaching position for which the said teacher is qualified.

E. A teacher on professional leave must make written application for employment for the ensuing year by March 1st of the current year during the teacher's professional leave.

ARTICLE XIX

MATERNITY LEAVE

A. Leave under this maternity clause is not considered as sick leave.

B. Expectant mothers shall request a leave of absence at least five months prior to the expected birth. Willful violation of this clause will cause termination of contract.

C. A female teacher adopting a pre-school child may receive similar leave.

D. Leave will begin at the discretion of the administration and the teacher involved after the teacher has submitted her written request for maternity leave.

E. No salary will be received during the time of maternity leave. Schedule increment adjustments, salary and retirement credit are not allowed for such a leave.

F. No employee may be permitted to return in less than one calendar year from date of birth of child, except in cases of miscarriage or stillbirth. Exception to this provision can be made by mutual agreement of the teacher and the Board.

G. An employee on leave of absence for maternity leave must make written application for reinstatement at least 90 days before the beginning of the second semester or 120 days prior to the beginning of the first semester.

H. Upon application to return to work, the teacher must file a physician's statement verifying that return to full duties will not be injurious to the health of the teacher.

ARTICLE XX

LEAVES OF ABSENCE

A. The Board may grant a leave of absence for personal reasons without compensation, for a period of up to one year.

B. Schedule increment adjustments and salary and retirement credit are not allowed for such a leave.

C. To be granted a leave of absence an employee must make written application through the superintendent of schools during the current school year. This request must be submitted prior to March 1st. Exceptional cases will be given special consideration, especially for programs based on financial aids, grants, or fellowships.

D. Employees on leave of absence must make written application for employment for the ensuing year by March 1st of the current year during his leave. The Board will attempt to place the person returning in an equivalent position to that which he left.

E. A leave of absence of up to one year may be granted to any teacher upon application to serve the Association, provided that the teacher has been elected to a state office. Upon return from such leave, such teachers shall be placed on the salary schedule in the same position as they would have been had they taught in the system during such period.

F. An employee returning from a leave of absence may be granted a second year's leave by mutual agreement of the teacher and the Board.

G. An employee who accepts full time employment with another school district while on leave of absence, will forfeit all rights and accrued privileges.

H. Leaves of absence will be granted up to two years to any teacher who joins the Peace Corps as a full time participant in such a program. Such service will count as time taught for salary schedule purposes only. The Board of Education will attempt to place the teacher in a position for which he is qualified on his return.

I. Military leave of absence will be granted to any teacher who is inducted or enlists for military duty in any branch of the armed forces of the United States. A maximum of two years credit for purposes of applying the salary schedule will be granted for military service.

ARTICLE XXI

SABBATICAL LEAVE

Teachers may be granted a sabbatical leave as provided in section 572 of the school code of 1955. Additional conditions are as follows:

A. 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 sabbatical leave.

B. The applicant must hold a Michigan Life or Permanent Certificate, and must hold a Master's Degree, or Bachelor's Degree.

C. No professional employee will be granted more than two (2) sabbatical leaves. A minimum of seven years must elapse between the first and second leaves.

D. A sabbatical leave may be granted for not less than one or more than two full semesters.

E. The applicant for leave shall file with the Board of Education an agreement that he 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 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.

F. The compensation for the staff member on sabbatical leave shall be one-half of the base salary he 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; 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 he were not on leave.

G. 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 judgement of the superintendent.

H. For the 1967-68 school year, only applications for one semester sabbatical leave will be accepted by due date for the second semester.

During the 1968-69 school year, a maximum of 1% of the total professional staff may be granted a sabbatical leave. This shall mean that no more than three semesters of leave shall be granted and that at no time shall more than two staff members be on leave.

I. Applications for a sabbatical leave must be filed in writing with the Superintendent of Schools by March 15 for leaves beginning with the first semester and by October 15 for leaves beginning the second semester.

J. 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:

1. 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.
2. For individual research, study, or writing under the direct supervision of the school district.

K. 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 of Education in case of illness or accident in order that such absence days may be recorded.

L. The professional employee on sabbatical leave shall not accept outside employment while on such leave, which will interfere with his planned program.

M. The employee on sabbatical leave shall file periodic reports with the Superintendent of Schools as follows:

- a. An initial report describing his plan for 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.

N. 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:

1. Potential benefit to the district.
2. Previous evidence of professional growth on the part of the employee.
3. Previous leave of absence.
4. Date of filing.
5. Years of service in the district.

O. Approval of a sabbatical leave will be contingent upon securing a qualified replacement for the period of the leave.

P. A sabbatical leave once granted may not be terminated before the date of expiration of the leave unless authorized by the Board of Education upon the request of the employee on leave and with the recommendation of the superintendent.

Q. The above policy on sabbatical leave becomes effective with the signing of this contract. Requests for retroactive considerations will not be accepted.

- R. 1. A Sabbatical Leave Committee shall be established to:
- a. Review and evaluate applications.
 - b. Recommend candidates to the superintendent based on considerations as outlined in this article.
2. The Committee shall consist of:
- a. One teacher from each level, Elementary, Junior High, and Senior High to be appointed by the Association.
 - b. One Elementary Principal and one Secondary Principal to be appointed by the Superintendent.
 - c. The Assistant Superintendent or his designate shall serve as chairman and secretary of the committee.
3. The committee shall recommend no more than three candidates for any single leave. All applications may be rejected if not deemed acceptable.
4. All actions of the committee shall be passed by a minimum of four votes.
5. The Committee shall report their recommendations to the Superintendent within three weeks following the application deadline.
6. The Superintendent shall make his recommendation to the Board after giving the due considerations to the recommendations of the committee.

ARTICLE XXII

PROFESSIONAL COMPENSATION

- A. The salary schedule marked Appendix I shall be a part of this agreement.
- B. The salary schedule shall remain in effect during the term of this agreement.
- C. All teachers newly employed by the school district shall be given credit for prior teaching experience up to a maximum of six (6) years. This provision shall apply to teachers hired for the 1967-68 school year. No retroactive payments will be considered.

D. The Supplementary 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 supplementary duties shall be on the recommendation of the Administration and the approval of the Board of Education.

F. Insurance

The Board agrees to pay up to \$100 per year toward the cost of Hospitalization Insurance for each regular full time certificated employee who chooses to enroll.

Employees not enrolling for Hospitalization Insurance will be offered Group Life Insurance coverage of \$5000.

G. 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 of eight (8¢) cents per mile upon filing and approval of monthly mileage reports.

ARTICLE XXIII

DEPARTMENT HEADS

The teachers in any department in the elementary or secondary schools, at their option, may each year select a department chairman. Final selection must have the approval of the administration. In the event that the teachers' selection is not acceptable to the administration, the selection process may be repeated until the person selected has administration approval. Such chairmen shall not be considered supervisory employees. Duties shall consist of making recommendations regarding curriculum matters between the teachers and the administration.

ARTICLE XXIV

TEACHER INSTITUTE DAYS

All teachers represented in the bargaining unit must attend the two institute days authorized by the State, or they will not be paid.

ARTICLE XXV

SCHOOL CALENDAR

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

ARTICLE XXVI

PROFESSIONAL RELATIONS COMMITTEE

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:

- A. A high level of mutual understanding may be maintained.
- B. Information may be exchanged.
- C. Matters pertaining to the general welfare of the district may be discussed.

ARTICLE XXVII

CONTRACT DURATION

A. The term of this contract shall be for one (1) year beginning on July 1, 1967 and expiring on June 30, 1968.

B. One Hundred Fifty days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1968-1969 school year.

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.

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APPENDIX I
SALARY SCHEDULE
1967-1968

<u>Bachelor's Degree</u>	<u>Experience</u>	<u>Master's Degree</u>
<u>Salary</u>		<u>Salary</u>
\$6175	0	\$6700
6420	1	6970
6670	2	7250
6930	3	7540
7200	4	7840
7485	5	8150
7785	6	8475
8100	7	8815
8430	8	9170
8775	9	9540
9135	10	9925
9510	11	10,325

NON DEGREE SCHEDULE

<u>Salary</u>	<u>Experience</u>
\$5100	0
5300	1
5500	2
5700	3
5900	4
6100	5
6300	6
6500	7
6700	8
6900	9

APPENDIX I - SALARY SCHEDULE 1967-1968 cont.

All teachers who advance academically on the salary schedule by the end of the first semester of the current year shall be entitled to an increase in salary at that time, adjusted on a pro-rated basis according to the schedule. Teachers actively working toward a Master's degree will receive the following remuneration:

<u>After obtaining a total of</u>	<u>Salary Increase</u>
20 semester hours	\$100
25 semester hours	150
Degree	To Master's schedule

Non-degree teachers receiving the Bachelor's degree will be placed on the sixth step of the salary schedule, provided they have at least six years of previous experience. Those with less than six years experience will be placed on the appropriate step of the BA schedule. No retroactive payments will be considered.

Credit will be given for outside experience according to the contract. No half year credits will be allowed after the date of this agreement.

No non-degree teacher beginning employment after the effective date of this Agreement shall progress beyond Step 5 of the Non-Degree Schedule.

APPENDIX II - SUPPLEMENTARY PAY SCHEDULE

SENIOR HIGH SCHOOL

Band	\$ 340.00
Vocal Music	200.00
Junior Class Sponsor	100.00
Senior Class Sponsor	100.00
Debate	3.5%
Dramatics - Junior/Senior Play	100.00
Dramatics - Junior/Senior Musical	150.00
Athletic Director	8 $\frac{1}{2}$ %
Varsity Football Coach	8%
Assistant Varsity Football	5%
Reserve Football Coach	5 $\frac{1}{2}$ %
Assistant Reserve Football	3%
Varsity Basketball	8%
Reserve Basketball	5 $\frac{1}{2}$ %
Track, Head coach	6%
Track, Ass't coach	3%
Baseball, Varsity	6%
Baseball, Junior Varsity	4%
Golf	3 $\frac{1}{2}$ %
Intramural Athletics (Basketball, Bowling, Softball)	100.00
Girls' Athletics (GAA, Basketball, Bowling, Softball)	150.00
Student Council	150.00
Yearbook	200.00
Wrestling	5%
Cross Country	3%

JUNIOR HIGH SCHOOL

Band	225.00
9th Grade Basketball Coach	5%
9th Grade Football Coach	5%
Assistant Football Coach	3%
9th Grade Baseball	3%
7th & 8th Grade Intramural Sports (Touch Football, Softball, Baseball)	150.00
9th Grade Track	3%
Girls' Athletics (GAA)	150.00
Junior High Yearbook	100.00

ELEMENTARY SCHOOLS

Safety Patrol	160.00
Service Squad	160.00

SPECIAL ASSIGNMENT RATES

Driver Training	5.00 per hour
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NOTE: Rates for federally sponsored summer programs will be fixed at the time of the program approval.

APPENDIX II - SUPPLEMENTARY PAY SCHEDULE 1967-1968 (cont.)

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 the first check after the end of the first semester. The second check for the remaining half will be paid on the second pay in June. This also includes Driver Training.
2. Those people assigned to Yearbook duties will be paid on the second 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. Coaches:
 - a. Football coaches will be paid the first pay in December.
 - b. Basketball coaches will be paid in full the first pay in April.
 - c. Baseball, track and golf coaches will be paid the second pay in June.
6. The per cent payment schedules shall be based on the years of experience in that duty on the Bachelors salary schedule.

APPENDIX III
SCHOOL CALENDAR
1967-1968

Friday	September 1	Teacher Conference
Monday	September 4	Labor Day-Legal Holiday
Tuesday	September 5	Registration and first day of school for Jr.&Sr.High
Wednesday	September 6	Full School Day, All Students
Thursday & Friday	November 2 & 3	State Teachers Institute No school. All teachers are required to attend.
Wednesday	November 22	Close at end of day for Thanksgiving Vacation
Thursday	November 23	Thanksgiving Day
Monday	November 27	School re-opens
Friday	December 22	Close at end of day for Christmas Vacation
Monday	December 25	Christmas Day
Monday	January 1	New Years Day
Tuesday	January 2	School Re-opens
Thursday	January 25	End of first semester for students
Friday	January 26	Record and Report Day

Miss T. List

APPENDIX III - SCHOOL CALENDAR (cont.)

SECOND SEMESTER

Monday	January 29	Second Semester Begins
Thursday	April 11	Close at end of day for Spring Vacation
Friday	April 12	Good Friday
Sunday	April 14	Easter Sunday
Monday	April 22	School Re-opens
Thursday	May 30	Memorial Day-Legal Holiday
Friday	May 31	No School
Wednesday	June 12	Last School day for students
Thursday	June 13	Record and Report Day
Friday	June 14	Record and Report Day End of Second Semester