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SUGGESTED CONTRACT

BOARD OF EDUCATION - ROMULUS EDUCATION ASSOCIATION

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Addendum

Romulus Board of Education

MEA
1216 Wendole
E. Lansing, Mich.

MASTER AGREEMENT BETWEEN THE ROMULUS EDUCATION ASSOCIATION
and
ROMULUS TOWNSHIP SCHOOL DISTRICT BOARD OF EDUCATION

This agreement entered into this _____ day of _____ 19____
by and between the Board of Education of the Romulus Township School District, Romulus,
Michigan, which together with its designated representatives, hereinafter called the
"Board", and the Romulus Education Association, an affiliate of the Michigan Education
Association and National Education Association, hereinafter called the "Association".

PREAMBLE

The Board of Education of the Romulus Township School District and Romulus
Education Association recognize that the development and operation of educational
programs of the highest quality, for the benefit of the students and the community of
Romulus, are a common responsibility which requires, for its effective discharge,
consultation among the Board and/or its designees and members of the teaching staff
speaking through their elected representatives. Since both groups have the same
ultimate aim of providing the best possible educational opportunity for all pupils
enrolled in the schools consistent with community resources, relationships must be
established and maintained which are based upon this common interest and the concept
of education as a public trust and as a professional calling.

WITNESSETH

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining
representative, as defined in Section II of Act 379, Public Acts of Michigan 1965, for
contract classroom teaching personnel for purposes of collective bargaining in respect
to rates of pay, wages, hours, and other conditions of employment.

B. The term "teacher" when used hereinafter in this Master Agreement shall mean
all "contract classroom teachers" as herein defined. The following teacher personnel
who hold a valid contract with the Romulus Township School District comprise this unit:
personnel on tenure, probationary, on per diem appointments (classroom teachers,
itinerant teachers, substitute teachers ~~other than temporary~~, guidance counselors,
librarians, ~~psychologists~~, social workers, department heads, supervising or critic
teachers, attendance counselors, school nurses, and including teachers for children
with physical, social and emotional handicaps) employed by the Board.

C. Nothing contained herein shall be construed to prevent the Board or its
designated representative from meeting with any teacher or groups of teachers for
the purpose of hearing and discussing their views.

The Board agrees not to negotiate with any teachers'
organization other than the Association for the duration
of this agreement.

BOARD RIGHTS AND RESPONSIBILITIES

A. Except as modified by the specific terms of this Master Agreement the Board retains all rights and powers to manage the Romulus Township School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and inherent in responsibilities to manage the Public School System, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board;
4. To provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers subject to the express provisions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

B. The Board will endeavor to provide opportunities for teacher in-service education. Such opportunities may take the form of released time for instruction and the offering of contract university classes after teaching hours if there is sufficient teacher interest to pay one-half of tuition costs.

C. The Board, through its designees, has the responsibility to evaluate the work of the teacher and to review the evaluation with said teacher. (Appendix A)

ARTICLE III

TEACHER RIGHTS

A. Nothing in this agreement shall be construed to deny or restrict a teacher's rights under the Michigan General School Laws or the Michigan Tenure Law.

B. The Board grants the Association the right to reasonable use of school premises for its professional and business meetings upon written request made by the Association and approved by the Board and/or Superintendent. The Association agrees to pay any overtime costs for special facilities which may be incurred by the Board. The Association may use the School District mail service and teacher mailboxes for its business and social events announcements. Such announcements shall contain the signature of an Association official and the Board assumes no responsibility for the content of any announcements or bulletins. The Association may post its social and business announcements on an adequate portion of the faculty bulletin boards in the building lounges.

C. The teacher is hereby granted the privilege of payroll deduction of annual association dues including the annual dues of the Michigan Education Association and the National Education Association. The signed statements of all teachers who desire payroll dues deducted shall be presented to the Board business office. The Association shall at least sixty (60) days prior to the beginning of each school year give written notification to the business office of the amount of its dues and those of the M.E.A. and N.E.A. which are to be deducted that school year. The business office will deduct 1/10 of the total of such annual dues from the employee's paycheck each month and will remit amount withheld to the Association monthly. The Bookkeeping office will provide the Association with a payroll deduction membership list each semester. The Association shall indemnify and save harmless the Board with respect to any dues deducted and remitted to the Association.

D. Individual school administrators shall recognize the elected Association building representatives as the official representative of the Association in the school. The Association shall provide the Superintendent with the names of elected officers and representatives.

E. Teachers shall not engage in Association activities during teaching hours without approval of the Board or its designated representative. Nothing herein would limit the regular Association activities of a building representative in his respective building during the working hours.

ARTICLE IV

TEACHER RESPONSIBILITIES

A. The Association or individual teachers agree it is neither their function nor the right to assume administrative responsibilities. The teacher agrees to uphold the policies, rules, regulations of the Board as set forth in this Agreement.

B. It is the responsibility of each teacher to continually improve his teaching skills. In addition, it is the responsibility of the Association and each individual teacher, as well as the Board of Education, to provide the highest quality educational program possible for every boy and girl in the school district, consistent with community resources.

C. When a teacher is unable to be in school on any given day he should contact the telephone operator at the Board of Education office as early as possible in order that arrangements for a substitute may be made.

1. Teachers who have been absent should notify the Board operator as to the day of their return so that substitutes may be dismissed or assigned elsewhere. Such call shall be made to the Board answering service no later than 6:30 A.M. of the date of return.

2. All teachers accept the obligation to have emergency lesson plans for use by substitute teachers subject to the reasonable policy of the building administrator.

ARTICLE IV, TEACHER RESPONSIBILITIES, continued.

D. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Romulus Township School District that:

1. Upon initial employment and every two (2) years thereafter, each employee shall provide by certification of his private physician evidence of:

- a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year;
- b. Freedom from active tuberculosis and other communicable diseases.

2. Upon initial employment and each year (1) thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest X-ray.

ARTICLE V

TEACHING HOURS AND WORKING CONDITIONS

The Board and the Romulus Education Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and expenditures of time beyond classroom hours.

It is recognized that a teacher's duties are professional duties and therefore difficult to express in terms of a fixed number of hours per day or week. A teacher fulfilling his task will exceed these minimums by participation in professional and curriculum improvement committees, self improvement classes, and to continue supervision of extra-class activities by mutual consent of teacher and administrator.

The following schedules are hereby adopted:

A. Classroom Schedule

1. Classroom teachers and other teachers on the classroom teachers' salary schedule shall not be required to report earlier than fifteen (15) minutes before the start of their day's assignment, and shall not be required to remain longer than one-half (1/2) hour after the close of their day's assignment except in the Junior High School, where teachers are required to remain forty five (45) minutes after school. A teacher's normal classroom duty hours are:

- a. Elementary 9:00 - 3:15
- b. Junior High 8:00 - 2:30
- c. Senior High 8:00 - 2:45

Teachers may leave early only when prearranged with an appropriate administrator.

2. Lunch Periods

a. Every reasonable effort will be made to provide every elementary school teacher, not on lunchroom duty, a minimum of thirty (30) minutes duty free lunch period each day. The Building Administrator shall recommend, with mutual consent, one teacher at each school for lunchroom supervisor. The Board will reimburse the teacher for such service at the current hourly substitute rate.

b. Secondary school teachers' lunch period will be no less than thirty (30) minutes.

3. The management of students before, during and immediately after the school day is an integral part of every teacher's duty and they will take effective action to promote conditions in school buildings and on school property which are conducive to good discipline.

4. The teachers in the elementary schools recognize that recess is a necessary part of the educational program for this age group and they will be readily on hand to supervise the activities of all children at all recess duties that are assigned in a reasonable and non-discriminatory manner.

5. Elementary preparation period - Teachers in grades one through six (1-6) will be afforded five 1/2 hour free periods per week. Time and day of the week to be scheduled in coordination with Special Services assignments. Every reasonable effort will be made to afford Special Services personnel an equal amount of preparation times per week.

6. Secondary classroom teachers will be scheduled a minimum of one period per day of preparation and conference time.

7. Teachers may be required to attend the following staff meetings which for all practicable purposes shall not last longer than one hour beyond the normal classroom schedule:

a. Third Wednesday afternoon of each month - building meeting

b. Second Wednesday afternoon of each month - subject, grade level, or group meeting

c. ^{Occasional} ~~the~~ general staff meetings ^{during the} ~~per~~ year called at the discretion of the Superintendent of Schools

8. Attendance at meetings, such as P.T.A. affairs shall be at the option of the individual teacher. The Board and Association encourage active participation in such meetings as part of the teacher's professional responsibility.

9. The first Wednesday afternoon of every month may be reserved for Association meetings after working hours.

The parties recognize that the availability of satisfactory school facilities for both student and teacher is necessary to insure the high calibre of education that is the goal of both teachers and the Board. In addition, it is recognized that the primary duties and responsibilities of the teacher are to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. Teaching Load

1. It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number (approximately thirty (30) as dictated by the financial condition of the District, the building facilities available, and the best interest of the District as deemed administratively feasible.

2. Departure from any recognized norms may be authorized by the Superintendent when he determines it necessary and in the best interest of the educational process. The Superintendent of Schools will advise the Association of any such departure and the reasons for such change. If the reasonableness of the Superintendent's determination is questioned, the Association shall have the right to discuss with the Board (or, at the option of the Board, a committee thereof) an appropriate class size for the case in question.

C. Teaching Conditions

Facilities shall be furnished for:

1. Storing personal belongings, instructional materials and supplies, provided that the Board shall not be the insurer of the teachers' personal belongings and assumes no liability for same.

2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.

3. An appropriately furnished room to be used as a faculty lounge, which room shall be in addition to the aforementioned teacher work area.

4. Well lighted and clean teacher rest rooms.

5. A system whereby teachers can effectively and expeditiously communicate in the event of an emergency.

6. Where parking facilities for teachers are not considered adequate, the Board will continue to endeavor to improve such facilities.

D. Work Year

The work year of teachers covered by the classroom teachers' salary schedule will be reviewed each year with the Association prior to adoption. The calendar for the 1966-67 school year is as shown. (Appendix B)

E. Assignments and Transfers

The statements in this section apply to the Teachers' regular position as covered by his Probationary or Tenure Contract.

1. Assignment

a. Assignments shall be made at the discretion of the Administration and within the areas of teacher competence, teaching certificate or their major or minor fields of study, except temporarily and for good cause; the latter being by mutual consent between teacher and administration.

b. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances not later than June 1. In the event of a change in circumstances or conditions during the months of May through August (e.g. resignations) such assignments may be changed by mutual consent whenever possible, as required to meet the situation.

c. No regularly assigned teacher shall be used as a substitute teacher except in case of an emergency, ^{except with mutual consent,} it being understood expressly, that the failure of a substitute to arrive on schedule or inability to secure a qualified substitute shall be considered an emergency, or at such other times when voluntarily agreed upon by the parties concerned.

d. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.

e. Teachers' assignments and transfers shall continue to be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

2. Transfers

a. Each year prior to March 1, teachers may request transfer to another school for the ensuing school year commencing the following September. The teacher shall make such request in writing, set forth the reasons for the transfer request, and outline his qualifications for the position if different from the position he currently holds. The Board representative will discuss the request with the principal of the school to which the teacher desires transfer and the teacher will arrange for an interview within ten school days. Upon the approval of the Superintendent or his designee the transfer may be consummated. It is expected that, except for good cause as judged by the Superintendent or his designate, the teacher agrees to remain in this position for two years.

b. Notice of transfer shall be given to teacher as soon as practicable and under normal circumstances not later than June 1.

3. Vacancies and New Positions

a. Vacancies and new positions shall be publicized in the following manner: ~~newsletter and~~ posting notices in every school building; ^{during the summer, by} ~~newsletter and~~ ^{during the year, by} ~~newsletter and~~ ^{news bulletin}

b. Each notice of vacancy shall clearly set forth the qualifications for the position.

c. Teachers who desire to apply for such vacancies shall file their applications in writing with the Personnel Office within the time limit specified in the notice.

d. Such vacancies shall be filled on the basis of fitness for the vacant post.

e. The Board shall continue to fill vacancies and openings without regard to age, race, creed, color, religion, nationality, sex or marital status.

New vacancies

f. ~~Notwithstanding the foregoing,~~ ^Vvacancies may be filled without following the foregoing procedure where it is impracticable because the need to fill ~~the vacancy~~ has arisen during the summer months.

4. Promotions

a. The Board and the Association subscribe to the principle of promotion from within the school system.

ARTICLE VI

LEAVE POLICY

A. The following shall constitute the policy governing leaves of absence granted to tenure teaching personnel. It shall be the policy of the School District to grant leaves of absence for the following reasons: HEALTH - MATERNITY - STUDY or TRAVEL, MILITARY SERVICE and PEACE CORP. It is expected that such leaves will be arranged for in advance except in case of emergency. All leaves of absence, with the exception of those granted for Military Service, shall be subject to the following provisions:

1. Eligibility for any leave of absence requires a minimum of two years continuous employment by the School District immediately prior to such leave of absence.

2. No extension of a leave of absence, or a second leave of absence, shall be granted except upon the recommendation of the Superintendent of Schools.

3. While an employee is granted a leave of absence, he shall retain the following employment rights held by him before such leave was granted:

- a. The same position on the salary schedule.
- b. Unused sick leave held at the start of the leave of absence

4. An employee on a leave of absence must give written notice to the Superintendent of Schools by April 1st of the year the leave expires of his intention to return or resign; and failure to furnish such notice shall constitute a notice of resignation.

5. The notice of intention to return to duty after a health leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties.

6. Re-employment shall depend upon an opening on the staff for which the employee is qualified. Should no vacancy exist at the time of return from a leave the employee shall retain his right for employment to the first staff opening for which he is qualified.

7. Requests for other than specified leaves ^Vwill be subject to approval of the Superintendent of Schools. ^Vor exceptions to leave policy,

8. Leaves of absence for specific reasons shall also be governed by the following provisions:

a. Health Leave

Health leaves, when recommended by a physician, shall be granted up to a maximum of one year, plus any unfinished year at the time the leave of absence is granted. At the end of such leave, the employee must either return or resign unless a special extension is recommended by the Superintendent. When the employee's health permits his return the Superintendent shall give him an assignment at the beginning of the following year. The returning employee's seniority status may entitle him to an assignment sooner, should one occur. Necessary reduction of the school staff may relieve the Superintendent of this obligation.

b. Maternity Leave

A maternity leave shall be granted for a period of two years, plus any unfinished year at the time leave was granted. The employee requesting such leave should file her request in writing not more than two (2) months after the pregnancy has been determined. When the employee can furnish a physician's statement certifying her fitness to perform her tasks, she shall be allowed to continue in her position not later than the sixth (6th) month. Her return to duty shall be subject to all the rules and regulations stated above, and further, shall be dependent upon an opening on the staff for which the employee is qualified.

c. Study, Travel or Peace Corp Leave

Leave for study, travel or service in the Peace Corp shall be granted for a maximum of one year, subject to the recommendation of the Superintendent. The return to duty shall be governed by regulations stated.

d. Military Leave

Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of like status and pay scale, provided the employee serves only one draft term or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary
2. He is honorably discharged from the armed services
3. He applies for re-employment within ninety (90) days after discharge or from hospitalization continuing after discharge for a period of one (1) year, and
4. He is still qualified to perform the duties of the position.
5. He shall be re-employed at such time as an assignment can be made for which he is qualified.
6. In the event of re-employment, the following provisions shall apply:
 - a. Accrual of seniority shall be granted
 - b. Increments shall be added as if the employee had been in school district employ during the time of such active service in the armed forces.

9. Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

B. Sick Leave

1. All staff under tenure employed for either the school year or the calendar year who are absent from duty because of personal illness shall be allowed annual sick leave on full pay at the rate of one day for each month of service, cumulative to a total bank of one hundred (100) days. In any one year the employee may use, from his accumulated sick leave, not to exceed five (5) days for death or illness in the immediate family, or because of quarantine or court subpoena for other than personal business.

2. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, if it has reasonable cause to believe that there is an abuse of sick leave policy, require an examination by an independent physician, such examination to be at the Board's expense.

Immediate family shall be interpreted as: Husband, wife, son, daughter, mother, father, brother, sister, grandparent, grandchildren, and the corresponding relatives of the employee's spouse.

3. For the protection of children, the Board of Education may require of the employee a health certificate from a reputable physician to be filed in the office of the Superintendent of Schools. Any employee who is not able to return to duty on Monday following two weeks illness or injury, shall present a certificate of ableness to the Superintendent of Schools upon his or her return to work. This certificate shall be signed by a recognized physician. Any employee who has been absent because of a nervous disorder must present a satisfactory report from a recognized physician, ~~and in addition, may be required to submit to an examination by a physician designated or agreed upon by the Superintendent of Schools.~~ *psychologist or ~~ph~~ psychiatrist*

4. For Probationary Teachers

Sick-leave shall be granted to probationary teachers on the basis of one (1) day for each month of contracted employment. Unused sick leave days may be accumulated to a maximum of thirty (30) days. Such sick leave days must be earned before the teacher is entitled to same; reimbursement will be made as sick-leave days are earned.

C. Personal Business Policy

1. All persons regularly employed by the Board of Education shall be granted one (1) day of leave per year, with full pay, to transact personal business such as legal, business, household or family matters which require absence during the school hours. Such leave shall be approved by the immediate superior and application for the leave shall be made as far in advance as practicable and ordinarily at least 48 hours.

2. This day may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent of Schools well in advance of the intended absence. This policy does not provide for the accumulation of this day should it not be used in any given year.

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition

A "grievance" shall mean a claimed violation, misinterpretation or misapplication of any provision of this agreement relating to wages, hours, terms or conditions of employment. The grievance procedure shall not apply to any matter which is prescribed by law, or State regulation, or over which the Board is without power to act. A grievance may be filed by an aggrieved teacher or by the association whenever the grievance applies to more than one building and a group of teachers with a common complaint have requested such action.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Step One - A teacher with a grievance shall discuss it with his principal or supervisor. At his option the teacher may invite his Association Building Representative to be present while the grievance is discussed. Such grievance shall be discussed within five (5) school days from the time of the incident. Every effort shall be made to resolve the grievance informally; however, the teacher will assure that the principal (supervisor) has knowledge that the topic under discussion is in fact a grievance.

Step Two - In the event that the aggrieved person is not satisfied with the disposition of his grievance at Step One, or in the event that no decision has been rendered within ten (10) school days, the employee shall refer such grievance within ten (10) school days in writing to the Superintendent or his designee. Copies of the written grievance are to be sent to the Superintendent in either procedure.

Within ten (10) school days after the Superintendent, or his designee, receives the grievance he shall meet with the aggrieved teacher in an effort to resolve his grievance. The teacher may invite his Building Representative to be present at this meeting. The decision on the grievance shall be rendered in writing within fifteen (15) school days after it has been submitted in writing with copies to be sent to the aggrieved and the Association.

Step Three - If the grievance is not settled at Step Two, it may be referred in writing to the Board of Education within five (5) school days after receipt of the decision in Step Two. The Board may hold a hearing, or designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such other procedure as it may deem appropriate for consideration of the grievance. Within twenty (20) school days the Board, or its representative as it may authorize, will render a decision on the grievance and present it in writing to the aggrieved teacher and the Association.

Step Four - If the Board of Education and the Association fail to resolve the grievance, the aggrieved person or the Association may invoke the mediation procedures of Section 7 of Act 336 of Public Acts of 1947, as amended, of Michigan, and Sections 10, 11, and 25 of Act 176 of Public Acts of 1939, as amended, of Michigan. In this event, the Board and the aggrieved person or Association may be represented in subsequent meetings or required hearing by such persons, in reasonable number, as they may each determine.

D. Miscellaneous

1. It shall be the general practice of all parties to process grievance procedures during times which do not interfere with assigned duties. In the event this is not possible, the grievance may, by mutual agreement, be processed during the working day and the Association (or the teacher if the Association will not represent) will pay any compensation or expenses to be paid to it's witnesses or participants.
2. Any step in the grievance procedure may be bypassed to the next level for any reason as determined by mutual agreement of the Association and the Board.
3. If a teacher pursues the grievance without Association support as prescribed in Step Two, the right of the Association to be present and to present a view at hearings in Step Two - Four is preserved, and the Association is to receive copies of written decisions at all levels.
4. If more than one teacher has a similar complaint which has been individually discussed as provided in Step One, the Association may file a grievance to be commenced at Step Two in lieu of individual grievances.
5. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Association to proceed to the next step of the procedure.
6. Failure of employee or the Association to process the grievance to the next step in accordance with the time limits specified in the grievance procedure shall mean the grievance is withdrawn.
7. If the employee elects to be represented, he must still be present at any level of the grievance procedure where his grievance is to be discussed except that he need not be present where it is mutually agreed that no facts are in dispute, and that the sole question is the interpretation of this agreement.
8. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
9. The Association is prohibited from processing a grievance in behalf of an employee or group of employees without his (their) consent.
10. Grievance decisions with individual employees which appear in conflict with this Master Agreement may be aggrieved by the Association beginning at Step Two.
11. Any complaint with respect to discharge of a teacher shall be reserved under provisions of the Tenure Act.

PROTECTION OF TEACHERS

A. Teachers shall observe rules concerning discipline of students as ~~may be~~ ^{have been} established by the Board and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against a teacher the Board will render all reasonable assistance to the teacher. If it is alleged that a teacher committed an assault in the course of his employment and the teacher is ultimately exonerated, the Board will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the minimum fee by the Wayne County Bar Association. The teacher shall furnish the Board with a statement from his legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or from any other sources. Time lost by a teacher in connection with such an incident mentioned in this section shall not be charged to the teacher.

B. The Board shall provide Workmen's Compensation Insurance protection for injuries incurred in the course of employment.

Whenever a teacher is absent from school as a result of personal injury, compensable under the Michigan Workmen's Compensation Law, and caused by an accident arising out of and in the course of his employment, he may elect to charge all or part of such absence during the period of temporary disability due to the accident to the sick leave days to his credit under the Board's rules and regulations pertaining to sick leave, in which event he shall receive the sick leave pay to which he is entitled for the period so charged to his sick leave credits, less the amount of any workmen's compensation award made for temporary disability due to said injury for any period for which such sick leave is paid. In the absence of such election such teacher shall not receive his sick leave payments during the period of his absence for temporary disability due to the accident, and his sick leave credits shall not be reduced by reason of any workmen's compensation payments he may receive for temporary disability due to the injury. Acceptance of sick leave payments for any period for which the teacher may be entitled to receive temporary disability payments under the workmen's compensation laws shall constitute an election to charge his absence for such period to the sick leave days to his credit.

C. No party to this Agreement shall discriminate in any way against a teacher by reason of his membership or non-membership ~~or~~ or participation or non-participation in the activities of a teacher organization. No teacher shall be required to become or remain a member of any organization as a condition of employment.

D. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, or law enforcement personnel, the teacher shall advise the principal, and if the principal concurs and such help is available, reasonable steps shall be taken to provide such special attention as is required.

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board, for damage or loss to person or property except in the case of negligence.

F. In any situation (such as severe weather, heating plant failure, etc.) when in the opinion of the administration it is advisable to discontinue regular classes for pupils, teachers will be informed, as early as possible, of the teacher schedule for that day if it deviates from the regular school day for teachers. This change will be announced over local and area radio stations as early as possible.

ARTICLE IX STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section I of Public Act 336 of 1947, as amended by Michigan) by teachers are contrary to law and public policy. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

CONTRACTS

A. It is agreed that contracts for non-tenure personnel including those recommended for tenure will be routinely issued in the spring of each year. The contract will contain the current year's salary figures until a new agreement has been achieved. The Association will encourage such personnel to promptly return these contracts. Salary notices for tenure personnel will be issued under the same provisions as above. It is understood that all contracts issued by the District will be subject to the Master Agreement entered into between the Board of Education and the Association. Routinely, to facilitate recruitment and transfer requests, the Board of Education will seek informal indications of an employee's intent to return during the succeeding school year; it is understood that such action does not constitute a violation of this section.

B. The Board agrees to adopt the Teacher's Probationary Contract, Teacher's Continuing Contract and the Salary Notice to Professional Staff forms attached hereto as Appendix D, E, and F.

ARTICLE XIMISCELLANEOUS

A. State Association President

Any REA teacher elected to the presidency of the parent association shall be granted one year's leave of absence from the Romulus Township School District without pay but without loss of benefits.

B. Retirement

It shall be mandatory that all employees be retired from regular employment during the fiscal school year of his 65th birthday. Such retiree may be re-employed on an annual contract with the recommendation of his immediate supervisor and the personnel administrator of the District.

C. Consultation

The Board recognizes the Association's contributions in the development and implementation of the best possible educational program for the school children of Romulus. It therefore encourages the Association to meet and consult with the Board, or its designee, from time to time for a full and free exchange of information, opinion or advice in the promotion of educational improvements. The Board will consider all joint recommendations made by its representatives and the Association.

The Board, upon reasonable notice, will make available to the Association for inspection all pertinent public records of the Romulus Township School District, excluding confidential records.

D. Expense of Reproduction of Contract

Copies of this agreement shall be provided for all members of the Association, the school Board and other interested parties. Expense of printing shall be shared by the Association and the Board.

E. Lounge Facilities

Within reason, the Board will allow the Association to arrange for the installation of refreshment facilities in the various teachers' lounges.

F. Teachers who wish a lump-sum salary payment at the end of the school year may request such payment in writing to the Bookkeeping office by June 1.

Errata

Article Xi

K. The Association may meet with the Board or its designated representative from time to time to discuss matters of mutual concern which are not covered in this agreement.

L. The President of the Association shall be granted one class period per day release time for duration of this contract.

XI

G. The Board may allow reasonable expenses, as determined by the Superintendent, incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.

H. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

I. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

J. If any provision of this Agreement or any application of the Agreement to any employee or 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 provisions or applications shall continue in full force and effect.

K. See errata
L. "

ARTICLE XI

PROFESSIONAL COMPENSATION

A. Salaries

1. The salaries of teachers covered by this agreement are set forth in Schedule C which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the one-year term of this Agreement.

B. Fringe Benefits

1. Health Insurance

\$144 per year toward the cost of either

All teachers covered by this Agreement shall be eligible to receive Blue Cross-Blue Shield Michigan Hospital Service or Michigan Education Association hospitalization coverage ~~for themselves~~ for the term of this contract. ~~Such coverage to be paid for the teacher, but excluding dependents, without contribution by him.~~

2. Terminal Leave Pay

Terminal leave pay for all teachers who have five (5) or more years in the system at retirement shall be paid at the rate of one-fourth (1/4) of unused sick days at contract rate, *or \$300, whichever is greater*

3. Annuity Plan

Teachers shall be eligible to participate in a tax sheltered plan established pursuant to U.S. Public Law No. 87-370.

4. *Hourly substitute pay for irregular substitution at the secondary level shall be \$5.00 per hour.*

5. *Physical examinations:*

The Board will ⁻¹⁶ pay up to \$500 for costs of physical examinations required every other year for teachers on continuing contracts.

DURATION

The Agreement shall become operative as of July 1, 1966 and shall continue in effect to and including June 30, 1967.

It is agreed that in a subsequent Master Agreement, the parties will seek first two year, then three year agreements with annual reopener clauses for matters of salary and fringe benefits.

Items of the Master Agreement which are considered in error may be reopened for negotiation by mutual consent. The parties shall meet within five (5) months of the expiration date for the purpose of negotiating changes and amendments to this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION
ROMULUS TOWNSHIP SCHOOL DISTRICT

President

Negotiator

ROMULUS EDUCATION ASSOCIATION

President

Negotiator

ROMULUS TOWNSHIP SCHOOLS

Teacher Evaluation Procedures

It is intended that this evaluation procedure be used by administrators for the improvement of the teacher's effectiveness in the school program.

Probationary

First ten weeks

Worksheet evaluation for building file
(Observation and conference)

November 15

Formal evaluation statement to Personnel Office

January 15

Second worksheet evaluation for building file
(Observation and conference)

March 1

Formal evaluation by conference on district form for personnel office file. Report should contain signature of principal and teacher.

Tenure

March 1

- a) Evaluation by observation
- b) Formal evaluation by conference on district form for Personnel office file. Form should contain signature of principal and teacher.

All Teachers

Additional evaluations by observation and conference to be made at principal's discretion with written statements to Personnel office when deemed necessary.

Note

A blank Teacher Evaluation form is to be made available to each teacher, fifteen days prior to the March 1 formal evaluation.

Adopted: 12-7-64
Personnel

Appendix A

CALENDAR
ROMULUS TOWNSHIP SCHOOLS
 1966-67

Monday	September 5	Labor Day
Tuesday	September 6	District & Staff Meetings
Wednesday	September 7	Elementary & Secondary registrations - A.M. Staff Meetings - P.M.
Thursday	September 8	Regular Sessions - A.M. Staff Meetings - P.M.
Friday	September 9	Regular Sessions
Friday	September 30	Fourth Friday Membership Count
Thursday	November 3	Region II Educational Conference
Friday	November 4	Region II Educational Conference
Thursday	November 24	Thanksgiving Day
Friday	November 25	Thanksgiving Day Vacation
Monday	November 28	School resumes
Thursday	December 22	Christmas Vacation begins at 3:30 P.M.
Tuesday	January 3	School resumes
Friday	January 27	Semester Ends - Records' Day
Monday	January 30	School resumes
Thursday	March 23	Spring Vacation begins at 3:30 P.M.
Friday	March 24	Good Friday
Monday	April 3	School resumes
Friday	May 26	Memorial Day Vacation begins at 3:30 P.M.
Wednesday	May 31	School resumes
Thursday	June 15	Records' Day
Friday	June 16	School closes

FOUR WEEK REPORT PERIOD

<u>First Semester</u>	<u>Membership</u>	<u>Attendance</u>
September 5-September 30	18	18
October 3-October 28	20	20
October 31-November 25	19	16
November 28-December 22	19	19
January 2-January 27	20	19
	96	92
<u>Second Semester</u>		
January 30-February 24	20	20
February 27-March 24	19	19
March 27-April 21	15	15
April 24-May 19	20	20
May 22-June 16	18	17
	92	91
TOTALS	<u>188</u>	<u>183</u>

REPORT CARD PERIOD

First Period	- September 6-November 11
Second Period	- November 14-January 27
Third Period	- January 30-April 14
Fourth Period	- April 16-June 16

Four half-day In-Service Training Meetings: October, November, February, April

ROMULUS TOWNSHIP SCHOOL DISTRICT
SALARY SCHEDULE
(As revised June 15, 1966)

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1	5600.	5850.	6150.	6400.	6650.	6900.
2.	5900.	6150.	6450.	6700.	6950.	7200.
3.	6225.	6475.	6775.	7025.	7275.	7525.
4.	6550.	6800.	7100.	7350.	7600.	7850.
5.	6900.	7150.	7450.	7700.	7950.	8200.
6.	7250.	7500.	7800.	8050.	8300.	8550.

7.	7625.	7875.	8175.	8425.	8675.	8925.
8.2	8000.	8250.	8550.	8800.	9050.	9300.
9.	8400.	8650.	8950.	9200.	9450.	9700.
10.	8800.	9050.	9350.	9600.	9850.	10100.

- a. Maximum years of experience allowed is six (6).
- b. Teachers receive additional **pay** if they are given additional class assignments, 1/10 of yearly salary.
- c. Salary increments will remain at \$300.00 until probationary period has been satisfactorily completed.

SUPPLEMENTARY PAY SCHEDULE

<u>ASSIGNMENT</u>	<u>SENIOR HIGH</u>	<u>JUNIOR HIGH</u>	
Head Football Coach	\$625.	\$375.	
Asst. Football Coach	375.	300.	
Head Basketball Coach	625.	375.	
Asst. Basketball Coach	375.	300.	
Head Baseball Coach	625.	375.	
Asst. Baseball Coach	375.	300.	
Head Track Coach	625.	375.	
Asst. Track Coach	375.	300.	
Cross Country Coach	425.	None	
Wrestling Coach	625.	375.	
Tennis Coach	425.	375.	
Debate	500.	---	
Cheerleader Advisor	350.	200.	
Jr. Varsity Cheerleader Adv.	120.	---	
Dramatics	450.	250.	
Newspaper Advisor	---	100.	
Annual Advisor	500.	---	
Band Director	300.	100.	

DEPARTMENT HEADS

1-3 teachers	\$100.
4-6 "	150.
7 or more "	200.

SPECIAL SERVICES

E.M.H. - Type C	\$300.	Visiting Teacher	\$300.
Homebound Teacher	300.	School Nurse	300.
Speech Correction	300.	Attendance Counselor	300.
Audio Visual	300.		

Appendix C.

TEACHER'S PROBATIONARY CONTRACT

Romulus Township School District
Romulus, Michigan

THIS AGREEMENT made this _____ day of _____, A.D. _____

between ROMULUS TOWNSHIP SCHOOL DISTRICT, Romulus Township, of Wayne County, State of Michigan, hereinafter called the School District, and _____ hereinafter called the Teacher.

WITNESSETH:

Said Teacher being certified to teach in the public schools in said county and state, hereby contracts with said School District for the school year 19____-19____, commencing _____, and said School District hereby contracts to hire said teacher as is herein set forth on a probationary contract, as provided by the Tenure Act (Act 4 P.A. extra session, 1937) as amended, in consideration for which said School District will pay to said Teacher the sum of \$ _____ payable as follows: _____

The services of the Teacher shall consist of teaching in the public schools of said School District. The Teacher is subject to the rules and regulations of the Board of Education and the general school laws of the State of Michigan, and to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.

The provisions of this contract are subject to the terms and conditions to be determined in the master agreement developed by the Romulus Education Association, currently negotiating, and the Board of Education.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this day and year above written.

ROMULUS TOWNSHIP SCHOOL DISTRICT
Romulus Township, Wayne County, Michigan

BY _____
Superintendent of Schools

(Signature of Teacher)

Address

Appendix D

TEACHER'S CONTINUING CONTRACT

Romulus Township School District
Romulus, Michigan

This Continuing Contract made the _____ day of _____, 19____,

BETWEEN the Romulus Township School District Board of Education (hereinafter called the Board) and _____ (hereinafter called the Teacher).

Witnesseth: Said Teacher being the holder of a valid Michigan teaching certificate hereby contracts with said Board for the school year of _____ school months, commencing the _____ day of _____, 19____ and said Board hereby contracts to hire said Teacher to teach in the Public Schools of the Romulus Township School District such appointment to continue in full force and effect until the said Teacher resigns, elects to retire, is retired, or is dismissed for a reasonable and just cause after a fair hearing before the Board. For and in consideration of such services for the school year 19____-19____ the said Board will pay to said Teacher the sum of \$_____, Payable as follows: _____

Said Teacher shall annually, hereafter, so long as employed by said Board, receive a ^{Salary} ~~supplementary contract~~ ^{Notice} stating the salary, length of school year, and ~~leave of absence~~ for the ensuing school year to which said Teacher is entitled under the rules of said Board.

Said Teacher shall be subject to assignment and transfer at the discretion of the Superintendent of Schools or the said Board. The services of said Teacher shall consist of teaching in the Public Schools of the school district administered by said Board and the Teacher shall not be required to perform any other services not connected with the Public Schools.

The provisions of this contract ^{jointly} are subject to the terms and conditions to be determined in the master agreement developed by the Romulus Education Association, ~~currently negotiating~~, and the Board of Education.

IN WITNESS WHEREOF the parties hereto has respectively set their hands and seals this day and year above written.

ROMULUS TOWNSHIP SCHOOL DISTRICT
Romulus Township, Wayne County, Michigan

BY _____
Superintendent of Schools

(Signature of Teacher)

Address

Appendix E

SALARY NOTICE TO PROFESSIONAL STAFF

ROMULUS TOWNSHIP SCHOOL DISTRICT
Romulus, Michigan

TO _____ Date _____

This is to certify that your salary as set by the Board of Education for regular services for the school year 1966-67, beginning September 6, 1966, and ending on June 16, 1967, constituting 10 months of service, will be \$ _____ payable in amounts as established by the Board of Education.

Extra services will be paid as follows: _____

Teacher Superintendent of Schools

Return one copy to the Personnel Office Appendix F

SALARY NOTICE TO PROFESSIONAL STAFF

ROMULUS TOWNSHIP SCHOOL DISTRICT
Romulus, Michigan

TO _____ Date _____

This is to certify that your salary as set by the Board of Education for regular services for the school year 1966-67, beginning September 6, 1966, and ending on June 16, 1967, constituting 10 months of service, will be \$ _____ payable in amounts as established by the Board of Education.

Extra services will be paid as follows: _____

Teacher Superintendent of Schools

Return one copy to the Personnel Office Appendix F

ADDENDUM

The Board and the Association agree to establish a joint study committee to prepare recommendations on the following issues for the 1967-1968 agreement:

1. Tenure teacher evaluation forms.
2. Merit salary plan.
3. Workman's compensation sick-leave policy.