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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Romulus Community Schools Board of Ed.

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PROFESSIONAL NEGOTIATIONS

- 2. No
- 3. June 30, 1968
- 4. No
- 5. Yes

MEA
1216 Kendale
E. Lansing, MI 48923

PROPOSED
MASTER AGREEMENT BETWEEN THE ROMULUS EDUCATION ASSOCIATION
AND
ROMULUS COMMUNITY SCHOOLS BOARD OF EDUCATION

This agreement entered into this _____ day of _____ 19____, by and between the Board of Education of the Romulus Community Schools, 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 Community Schools 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 negotiations, have reached certain agreements 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 certified teaching personnel for purposes of collective bargaining in respect to rates of pay, wages, hours, terms and other conditions of employment.

B. The term "teacher" when used hereinafter in this Master Agreement shall mean all "certified teaching personnel" as herein defined. The following teacher personnel of Romulus Community Schools comprise this unit: personnel on tenure, probationary, on per diem appointments (classroom teachers, itinerant teachers, substitute teachers, guidance counselors, librarians, 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, but excluding the following personnel: superintendent, assistant Superintendent, principals, assistant principals, coordinator of Federal and State programs, director of business affairs, administrative assistant, diagnosticians, and such other supervisory or administrative personnel who may be hired or appointed during the term of this agreement.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Board or its designated representative from meeting with any teacher or groups of teachers for the purpose of hearing and discussing their views, provided that the Board will not engage in collective bargaining with any group other than the Romulus Education Association.

ARTICLE II

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 Community Schools, and to direct its employees through its administrative personnel. The exercise of the following 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. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan, and included in these responsibilities to manage the Public School System, 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;

4. To provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program and have the foregoing available as close to the opening of school as practicable.

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.

ARTICLE II, Board Rights and Responsibilities, continued.

B. The Board will 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. Classroom observation will be conducted openly and with the knowledge of the teacher. (Appendix A)

D. The Board will provide counsel and advise members of the Association with respect to rights and legal process when an assault upon a teacher has been committed while on duty as a Romulus teacher.

E. 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 will provide opportunities for the Association to meet and consult with the Board, or its designees, for a full and free exchange of information, opinion or advice in the promotion of educational improvements, including such items as texts, and other teaching aids and equipment which are the tools of the teaching profession. The Board will consider all joint recommendations made by its representatives and the Association.

F. The Board will 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. The Board agrees to accept one recommendation for conference attendance from each department at the senior high and/or junior high school in addition to the department chairman, one teacher from every elementary school and one teacher from each of the departments of special services with approval of the Superintendent. The Superintendent will consider additional requests for attendance of conferences on non-school days.

G. The Board, upon reasonable notice, will make available to the Association for inspection all pertinent public records of the Romulus Community Schools, excluding personnel confidential records.

H. 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 classroom demeanor and academic freedom. The Board will report to the offending teacher and to the Association willful infractions of policies, rules and regulations as set forth in this Agreement.

I. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board will establish a professional reference library in the district.

ARTICLE II, Board Rights and Responsibilities, continued.

J. It is the responsibility of the Board to maintain a list of substitute teachers and arrange for substitution when teachers are absent. Teachers will be provided with a telephone number which they may call if they are not available for work on any specific day or any period of time.

K. The Board agrees that the teachers have all applicable rights as provided in the United States and Michigan constitutions.

ARTICLE III

TEACHER RIGHTS

A. Nothing contained herein shall be construed to deny or restrict a teacher's rights under the Michigan General School Laws, Michigan Tenure Law or other applicable laws and regulations.

B. The Board grants the Association the right to reasonable use of school premises for its professional and business meetings on the same basis as other civic organizations or groups. The request should be made in writing by the Association and approved by the building principal and/or the Superintendent or his designee. The Association agrees to pay any overtime costs for use of special facilities which may be incurred by the Association in connection with building use.

C. 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 board in the building lounges.

D. The teacher is hereby granted the privilege of the following payroll deductions: annual association dues including the annual dues of the Michigan Education Association and the National Education Association, credit union, hospitalization and annuities. The signed statements of all teachers who desire payroll dues deducted for the first semester shall be presented to the Board business office by November 1. Additional staff hired during the year shall have a thirty (30) day option for payroll deduction. The Association shall at least thirty (30) days prior to the beginning of each school year give written notification to the business office of the amount of 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 consecutive pay 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.

ARTICLE III, Teacher Rights, continued.

E. 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 the elected officers and representatives by October 1. The elected officers shall announce their presence in each school building to the principal whenever they visit the building on Association business.

F. Teachers shall not engage in Association activities during teaching hours without approval of the Board or its designated representatives. Nothing herein shall limit the regular Association activities of a building representative in his respective building during working hours provided that such activities do not interfere with the teaching responsibilities of said representatives and provided that such meetings do not interfere with the responsibilities of any teacher.

G. It is agreed that all personnel mail will be delivered to the teacher unopened provided it is addressed in such a manner so as to make sure the addressee is identifiable.

H. In the interest of quality education and protection of the students, no additional assignments above the normal schedule shall be given without the mutual consent of the teacher. All qualified tenure teachers in the building shall be contacted concerning the additional assignment. If there is no qualified tenure teacher in the building that has consented, probationary teachers in the building can be offered said assignment which can be made with mutual consent. Compensation for this additional assignment is covered in Appendix C.

ARTICLE IV

TEACHER RESPONSIBILITIES

A. The Association or individual teachers agree it is neither their function nor their right to assume administrative responsibilities. No supervisory responsibilities shall be delegated to any teacher without his consent. The teacher agrees to uphold the policies, rules and 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.

C. Upon designation by the administration of departments in the junior or senior high school, teachers in these departments will elect department chairmen subject to approval of the principal.

D. When a teacher is unable to be in school on any given day it is the responsibility of the teacher to notify the Board answering service no later than 6:30 a. m. of the date the teacher is unavailable in order that arrangements for a substitute may be made. In addition, teachers who have been absent two (2) days should notify the Board operator

ARTICLE IV, Teacher Responsibilities, continued.

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. Failure to so notify the Board of such return will result in a forfeiture of compensation in the amount paid the substitute which was otherwise due the teacher, except in extenuating circumstances.

E. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Romulus Community Schools that:

1. Upon initial employment and every two (2) years thereafter, each employee shall provide by certification of his private physician evidence of such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.

2. In compliance with the State Administrative Code rules and regulations to control the spread of tuberculosis, all full or part time employees shall take an examination and file a statement of freedom from communicable tuberculosis. The statement of initial examination as a condition of employment and the annual re-examination must be filed with the employing agency within fourteen (14) days of regular school session each school year.

Failure to comply will result in notification to the State Department of Public Health.

3. Evidence of physical examination shall be presented to the School District personnel office by November 15. Failure to comply may result in suspension without pay until teacher has complied.

ARTICLE V

TEACHING HOURS AND WORKING CONDITIONS

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. These 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 approved extra-class activities by mutual consent of teacher and administrator.

The following schedules are hereby adopted:

A. Classroom Schedule

ARTICLE V, Teaching Hours And Working Conditions, continued.

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 repeatedly reporting to work late or leaving early are subject to proportionate pay deductions for time lost.

Variance from the above time schedules may be prearranged with or by an appropriate administrator. All teachers may leave school as soon as their duties are completed on Fridays and the day before school holidays.

2. Lunch Periods

a. All teachers' duty free lunch periods will be a minimum of thirty (30) minutes each day.

b. The Board shall furnish personnel to supervise the lunch time activities at each elementary school.

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 required recesses and to assume duties that are assigned in a reasonable and non-discriminatory manner. The recess period may be considered preparation-consultation time; whether recess is utilized for this purpose will be at the discretion of the respective building staff and principal.

5. Secondary Teaching Day

- a. Senior High - 5 1/2 periods per day
- b. Junior High - 5 periods, or equivalent, per day
- c. Senior High - One preparation and consultation period consisting of 1 1/2 class periods
- d. Junior High - One preparation and consultation period daily
- e. It shall be the duty of each teacher to supervise his classroom for the full teaching period unless excused by the principal or in case of a dire emergency.

ARTICLE V, Teaching Hours and Working Conditions, continued.

6. The teacher's preparation and consultation time is his professional time for matters of educational concern.

- a. Elementary preparation-consultation period - Each teacher shall have at least one half-hour preparation-consultation period per day within the teaching day and exclusive of his lunch period.
- b. Elementary teachers required to teach during their preparation-consultation period will be paid according to the substitute scale. (Appendix C)
- c. Kindergarten teacher's preparation-consultation period shall be during the daily noon break.

7. Teachers may be required to attend the following staff meetings which 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. Two general staff meetings 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 is reserved for Association meetings after working hours.

10. Teachers assigned to Special Services will be granted the same privileges of duty free lunch period and preparation and consultation time as other teachers in the school system. The teaching day and working day also shall comply with that of other elementary and/or secondary teachers. Variations of the working or teaching day would be by mutual consent of teachers and Special Services Director. Overtime required by the Board would be compensated for after regular substitute rate of pay.

B. Teaching Load

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), the building and classroom facilities available, and the best interest of the District as deemed administratively feasible.

1. The Board and R.E.A. agree that the following recommended class sizes offer a desirable goal for the Romulus Community School District:

ARTICLE V, Teaching Hours and Working Conditions, continued.

Recommended Class Sizes

- 1. Elementary School Grades 29
- 2. Special Education - State requirement
- 3. Secondary Schools
 - English)
 - Social Studies)
 - General Education) 30
 - Math)
 - Science)
 - Languages)
 - Businesses)

2. Departure from any recognized norms may be authorized by the Superintendent when he determines it necessary and in the best interest of the education process. The Superintendent of Schools will advise the Association of any such departure and the reasons for such changes. 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 any case in question.

C. Teaching Conditions

The parties recognize that the availability of satisfactory school classrooms and 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.

Facilities shall be furnished for:

- 1. ~~The Board will~~ provide a secure storage area for 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. Teacher's work areas containing equipment and supplies to aid in the preparation of instructional materials.
- 3. An appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned teacher work area. Schools without cafeterias shall have cooking facilities, storage and refrigeration in either the dining or lounge area. The Board will allow the Association to arrange for the installation of refreshment facilities in the various teachers' lounges.
- 4. Well lighted, heated, ventilated and clean teacher rest rooms.

ARTICLE V, Teaching Hours and Working Conditions, continued.

5. The Board will make every effort to provide convenient telephone use for teachers.
6. Where parking facilities for teachers are not considered adequate, the Board will continue 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 1967-68 school year is as shown. (Appendix B)

E. Assignments, Transfers

The statements in this section apply to the teaching positions as covered by Probationary and Tenure Contracts.

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, 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.

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, inter-school travel will be limited to a minimum. Such assignments may be changed by mutual consent whenever possible. The final decision in any such schedule shall rest with the Director of Special Services.

2. Transfers

a. Each year prior to May 1, teachers may request transfer to another school for the ensuing school year commencing the following September. The teacher

ARTICLE V, Teaching Hours and Working Conditions, continued.

shall make such request in writing, set forth the reasons for the transfer and outline his qualifications for the position, if different from the positions he currently holds. The Board representative will notify the teacher to arrange an interview ~~for the teacher~~ with the principal of the school to which the teacher desires transfer. With the recommendation of the principal and 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 designee, the teacher agrees to remain in this position for two years.

b. Notice of action shall be given to teacher as soon as practicable and under normal circumstances not later than June 15.

3. Vacancies and New Positions

a. Teaching vacancies and new teaching positions shall be publicized in the following manner; during the year, by sending a notice to each R. E. A. building representative and President of the Association; during the summer, by sending a notice to each appropriate teacher by mail except after August 10.

b. 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.

c. Such vacancies shall be filled on the basis of qualifications for the vacant post.

4. Promotions

The statements in this section apply to supervisory and administrative positions.

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

b. Posting of promotional vacancy notices within and outside the district shall clearly set forth the qualifications for the position.

c. The position shall be filled by the best qualified applicant, all qualifications being equal the applicant from within the district will receive priority consideration.

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

ARTICLE VI

LEAVE POLICY

ARTICLE VI, Leave Policy, continued.

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, PEACE CORP, EXCHANGE TEACHER PROGRAM and SABBATICAL. It is expected that such leaves will be arranged far 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. Exceptions may be made for health, military service, maternity leaves.

2. An extension of a leave of absence, or a second leave of absence, may be granted 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 step on the current salary schedule attained during the last year of actual service in the district.

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. The Board may contact teachers on leave prior to April 1st to determine their intentions.

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

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

6. Re-employment will be to the previously held position or a similar position. Necessary reduction of the school staff may relieve the Superintendent of this obligation. If this occurs, seniority will prevail.

7. Requests for other than specified leaves or exceptions to leave policy will be subject to the approval of the Superintendent of Schools.

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

ARTICLE VI, Leave Policy, continued.

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 physician and approved by the Superintendent. When the employee's health permits his return the Superintendent shall give him a teaching assignment at the beginning of the following year. The returning employee's seniority status may entitle him to an assignment sooner, should one occur.

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.

c. Study, Travel, Peace Corp, Teacher Corp & Exchange Teacher Program

Leave for any of these purposes shall be granted for a maximum of one year, subject to the recommendation of the Superintendent. No more than five (5) leaves per year may be granted from these categories.

d. Sabbatical Leave

1. Under the provisions of Section 572 of the School Code a sabbatical leave of one year for professional improvement may be granted to teachers who have been employed in the school district for seven (7) consecutive years.

2. No more than one (1) percent of the total professional staff may be granted a leave under this section.

3. Teachers on sabbatical leave will be granted one half (1/2) of a year's salary, salary to be based on the step on the current salary schedule attained during the last year of actual service in the district. This amount to be paid during the leave as follows: One third (1/3) in September, one third (1/3) in January, and one third (1/3) in June.

4. The teacher must return for not less than three (3) additional years employment in the district unless terminated through extenuating circumstances. Failure to comply will necessitate full repayment to the school district for the sabbatical leave pay.

e. Military Leave

ARTICLE VI, Leave Policy, continued.

Any employee covered by the salary schedule who terminates employment in the School District to perform involuntary active service in the armed forces of the United States is entitled to re-employment rights in the position he is vacating, or one of ~~the~~ 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. 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 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 twenty (120) 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 and/or to transact personal business such as legal, business, household or family matters which require absence during the school hours. Under extenuating circumstances the Superintendent may allow additional bereavement leave.

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, foster parents or legal guardians.

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.

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 at Board expense. Any employee who is not able to return to duty on Monday following two weeks illness or injury, shall present a certificate of ableness to the Superintendent of Schools upon his or her return to work. This

ARTICLE VI, Leave Policy, continued.

certificate shall be signed by a recognized physician.

4. In cases of personal business leave the days 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 forty-eight (48) hours. These days may not be taken immediately preceding or following a holiday or school recess unless permission is applied for by the employee and granted by the Superintendent of Schools in advance of the intended absence.

Any R.E.A. teacher elected president, vice president or secretary-treasurer of the parent associations shall be granted one (1) year leave of absence from the Romulus Community Schools without pay but without loss of benefits.

ARTICLE VII

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 an alleged 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 in behalf of the aggrieved teacher or teachers when requested.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step would 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. The teacher may request the decision in writing.

ARTICLE VII, Grievance Procedure, continued.

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. Recommendations from the Labor Mediation Board will be given consideration.

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 its witnesses.

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

ARTICLE VII, Grievance Procedure, continued.

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. The Board agrees to provide the Association with copies of all grievances submitted to the Board.

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.

ARTICLE VIII

PROTECTION OF TEACHERS

A. Teachers shall observe rules concerning discipline of students as 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 as a result of being a Board employee, the Board will provide reasonable legal advice 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.

ARTICLE VIII, Protection of Teachers, continued.

B. Workmen's Compensation

"Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his regular salary, for a period of six (6) weeks (thirty (30) working days). This benefit to be provided without reduction of sick leave bank. At the end of the six (6) weeks period, the employee has the option of district sick leave benefits or continued Workmen's Compensation or both."

C. No party to this Agreement shall discriminate in any way against a teacher by reason of his membership or non-membership 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 support and assist 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, law enforcement personnel, physicians or other professional specialists, the teacher shall advise the principal, and if the principal concurs he shall take prescribed steps for prompt referral.

E. The administrative and/or immediate supervisor will screen complaints against teachers registered by parents. Those which have merit will be called to the teacher's attention if the case warrants such action.

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

G. The Board of Education shall notify teachers as early as possible of changes in the daily teaching schedule which are brought about by severe weather, heating plant failures, etc. In instances of severe weather and possible hazardous driving conditions in Romulus Township, the Board agrees further to consult with traffic advisory authorities for the purpose of determining the advisability of deviating from the regular school day. Any change will be announced over local and area radio stations as early as possible.

ARTICLE IX

STRIKE PROHIBITION

The Association recognizes that strikes (as defined by Section 1 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 means, in keeping with the high standards of the profession, without interruption of the school program. The Association agrees to abide by the laws of the State of Michigan regarding strikes.

ARTICLE X

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. Salary notices and assignments for tenure personnel will be issued yearly by the Board. 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 and Assignment Notice to Professional Staff forms attached hereto as Appendix D, E and F.

ARTICLE XI

MISCELLANEOUS

A. This Agreement shall supersede any rules, regulations or practice of the Board which shall be contrary to 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.

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

C. The Association may meet with the Board or its designated representatives from time to time to discuss matters of mutual concern which are not covered in the Agreement.

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. All salaries as listed in Appendix C and Article XII B shall be paid on a ten (10) month basis in twenty (20) equal installments. Employees will have an option of twenty six (26) equal installments. Employees wishing to select this option must submit their request in writing to the bookkeeping office by the end of the first week of the school year. There will be no lump sum payments.

ARTICLE XII

RETIREMENT

It shall be mandatory that all employees be retired from regular employment upon the completion of the fiscal school year in which the employee attains the age of 65 years. Such retiree may be re-employed on an annual contract with the recommendation of his immediate supervisor and the personnel administrator of the District.

- A. Terminal leave pay for all teachers who have five (5) years or more in the system at retirement shall be paid at the rate of one-fourth (1/4) of unused sick days at the contract rate or \$300.00, which ever is greater.
- B. Upon death of a teacher the terminal leave pay will be paid to the beneficiary.

ARTICLE XIII

PROFESSIONAL COMPENSATION

A. Salaries

The salaries of teachers and supplementary pay schedule covered by this agreement are set forth in Schedule C which is attached to and will be incorporated in this agreement.

B. Fringe Benefits

The Board of Education agrees to provide additional benefits as covered below for the duration of this agreement:

1. \$280.00 per teacher toward the cost of an R. E. A. recommended insurance package.
2. Mileage rate for use of personal car: 11¢
3. Two teachers on sabbatical leave at 1/2 pay.
4. 75% of cost of printing master agreement.
5. \$1.00 per teacher to be spent on district professional reference library.
6. \$6.00 per teacher for physical examination as required by the agreement.

ARTICLE XIII, Professional Compensation, continued.

7. *SPECIAL SERVICES

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

*Special Services teachers who were employed for the school year 1966-67 and were on the \$300. differential pay basis will continue to receive this amount. All Special Services teachers hired after the 1966-67 school year will be placed on the regular teachers' salary schedule according to qualifications. All differential salary payments for special services will be discontinued commencing with the 1968-69 Master Agreement.

ARTICLE XIV

DURATION

The Agreement shall become operative as of July 1, 1967 and shall continue in effect to and including June 30, 1968.

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 COMMUNITY SCHOOLS

President

Negotiator

ROMULUS EDUCATION ASSOCIATION

President

Negotiator

ROMULUS COMMUNITY 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.

ROMULUS COMMUNITY SCHOOLS

1967-68 Calendar

Monday	September 4	Labor Day
Tuesday	September 5	Orientation
Wednesday	September 6	Elementary Registrations, Secondary Classes, A. M.
Thursday	September 7	Elementary Regular Sessions - All day Secondary Regular Sessions - A. M.
Friday	September 8	Regular Sessions - All grades - A. M. & P. M.
Friday	September 29	Fourth Friday Membership Count
Thursday	November 2	Region II Educational Conference
Friday	November 3	Region II Educational Conference
Thursday	November 23	Thanksgiving Day
Friday	November 24	Thanksgiving Vacation
Monday	November 27	School resumes
Thursday	December 21	Christmas Vacation begins at 3:30 P. M.
Tuesday	January 2	School resumes
Friday	January 26	Semester Ends - Records' Day
Monday	January 29	School resumes
Thursday	April 11	Spring Vacation begins at 3:30 P. M.
Friday	April 12	Good Friday
Monday	April 22	School resumes
Wednesday	May 29	Memorial Day Vacation begins at 3:30 P. M.
Monday	June 3	School resumes
Thursday	June 13	Records' Day
Friday	June 14	School Closes

FOUR WEEK REPORT PERIOD

<u>First Semester</u>	<u>Membership</u>	<u>Attendance</u>
September 4 - September 29	18	17 1/2
October 2 - October 27	20	20
October 30 - November 24	19	16
November 27 - December 21	19	19
January 2 - January 26	<u>19</u>	<u>18</u>
Totals	95	90 1/2
<u>Second Semester</u>		
January 29 - February 23	20	20
February 26 - March 22	20	20
March 25 - April 19	14	14
April 22 - May 17	20	20
May 20 - June 14	<u>18</u>	<u>16</u>
Totals	<u>92</u> 187	<u>90</u> 180 1/2

Appendix B, continued

REPORT CARD PERIOD

First Period - September 5 - November 10

Second Period - November 13 - January 26

Third Period - January 29 - April 12

Fourth Period - April 22 - June 14

Two afternoon In-Service Training Meetings (beginning at 1:30 P. M.) November and February

The secondary schools will hold two (2) Parent - Teacher Conference Days;

One each semester during the hours of 12:00 Noon to 8:00 P. M. with a meal furnished by the Board.

ROMULUS COMMUNITY SCHOOLS
SALARY SCHEDULE

APPENDIX C

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>Specialist or MA+30</u>
1.	\$ 6200.	\$ 6450.	\$ 7390.	\$ 7640.	\$ 7890.	\$ 8140.
2.	6500.	6750.	7690.	7940.	8190.	8440.
3.	6825.	7075.	8015.	8265.	8515.	8765.
4.	7150.	7400.	8340.	8590.	8840.	9090.
5.	7500.	7750.	8690.	8940.	9190.	9440.
6.	7850.	8100.	9040.	9290.	9540.	9790.
7.	8225.	8475.	9415.	9665.	9915.	10,165.
8.	8600.	8850.	9790.	10,040.	10,290.	10,540.
9.	9000.	9250.	10,190.	10,440.	10,690.	10,940.
10.	9400.	9650.	10,590.	10,840.	11,090.	11,340.

Correction:

- c. Salary increments will remain at \$300.00 for teachers placed on Third Year Probation.

TEACHER'S PROBATIONARY CONTRACT

Romulus Community Schools
Romulus, Michigan

THIS AGREEMENT made this _____ day of _____, A.D. _____,
between ROMULUS COMMUNITY SCHOOLS, 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 con-
tracts to hire said teacher as in 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 deter-
mined in the Master Agreement developed by the Romulus Education Association, cur-
rently 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 COMMUNITY SCHOOLS
Romulus Township, Wayne County, Michigan

By _____
Superintendent of Schools

(Signature of Teacher)

Address

TEACHER'S CONTINUING CONTRACT

Romulus Community Schools
Romulus, Michigan

This Continuing Contract made the _____ day of _____, 19____,
BETWEEN THE ROMULUS COMMUNITY SCHOOLS 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 Romulus
Community Schools 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: 26 bi-weekly payments or at option at
the end of the school calendar.

Said Teacher shall annually, hereafter, so long as employed by said Board, receive a
salary notice stating the salary and length of school year 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 Super-
intendent 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 are subject to the terms and conditions to be determined
in the Master Agreement jointly developed by the Romulus Education Association and
the Board of Education.

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

ROMULUS COMMUNITY SCHOOLS
Romulus Township, Wayne County, Michigan

By: _____
Superintendent of Schools

(Signature of Teacher)

Address

SALARY AND ASSIGNMENT NOTICE TO PROFESSIONAL STAFF

ROMULUS COMMUNITY SCHOOLS
Romulus, Michigan

TO _____ Date _____

This is to certify that your salary and assignment as set by the BOARD OF EDUCATION for regular services for the school year 1967-68, beginning September 5, 1967, and ending June 15, 1968, constituting 10 months of service, will be \$ _____ payable in amounts as established by the Board of Education.

The services of the Teacher shall consist of teaching _____
_____ in the public school 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.

Extra services will be paid as follows: _____

Teacher

Superintendent of Schools

Return one copy to the Personnel Office

ADDENDUM

The Board and the Association agree to establish a joint study committee to prepare recommendations on the following issues for the 1968-69 Agreement:

1. Tenure Teacher Evaluation
2. Reorganization of Senior High Administrative Structure - (One Assistant Principal in charge of each grade level)
3. Reorganization of Music Department into a Unified District Program
4. Reorganization of the Physical Education Program into a Coordinated District Program
5. Present System of Ordering Classroom Supplies and Equipment
6. Study Methods for Evaluating and Paying for Extra Curricular Activities - (Coaches, Debate, etc.)
7. The Feasibility of Reducing Science and Vocational Teachers Class Periods and Increasing Consultation, Preparation and Laboratory Periods
8. Class sizes at the secondary level in special areas such as:

Typing	35
Industrial Arts	20
Drafting	30
Vocational Shops	20
Homemaking	20
Music	35
Art	25
Phys. Ed & Health Educ.	40
Science - Labs	20

SICK LEAVE

The Board is willing to add one day to the sick leave for the 1967-68 school and contract year in place of the one day personal leave day which was included in the contract in error.

We will notify the Bookkeeping Department to add one additional day to the sick leave of all professional employees of the school district. This means that there will be eleven (11) sick days granted for this year, five (5) of which may be used for personal business as specified in the current contract.