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*Romulus Community Schools*

1968-69  
MASTER AGREEMENT

BETWEEN  
ROMULUS EDUCATION ASSOCIATION  
AND  
ROMULUS COMMUNITY SCHOOLS  
BOARD OF EDUCATION

1968 - 1969

M.E.A.  
1216 Kendall  
East Lansing, Mich.

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DEC 18 1969  
PROFESSIONAL REGISTRATIONS

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

This agreement entered into this 9th day of September, 1968, 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 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, permanent substitute teachers, guidance counselors, librarians, social workers, department heads, supervising or critic teachers, attendance counselors, 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, daily substitutes, 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 representatives 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, the use of judgement 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 to:

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 evaluate and determine their qualifications and conditions for their employment and their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. During the national teacher shortage, the Board may waive the degree requirements; employment shall comply with state certification code.

3. To approve and establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students;

4. To approve and provide the selection of textbooks, teaching materials and aids necessary for an adequate instructional program and have the foregoing available by the opening of school under normal circumstances.

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.

B. The Board, through its designees, has the responsibility to evaluate the work of all teachers and to review the evaluation with said teachers. The Board or designee, will afford the teacher the opportunity to file comments on or attached to the evaluation form. Classroom observation will be conducted openly and with the knowledge of the teacher. (Appendix A).

C. The Board or its designee will provide 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.

D. 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 designee, for a full and free exchange of information, opinion or advise 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.

E. 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 Superintendent will consider additional requests for attendance of conferences on non-school days.

F. The Board, upon reasonable notice, will supply the Association officers all public records, old and newly adopted policies of the Romulus Community Schools, excluding personnel confidential records. Upon request to the Personnel Director, teachers may also review their files.

G. 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, professional, personal 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.

H. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board will continue establishment of a professional reference library located in the Special Services Center. A statement showing the amount of the yearly allocation will be sent to the Association by the Board.

I. 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.

J. The Board recognizes 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 teachers' 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 National Education Association, credit union, hospitalization, annuities, and charity donations. The signed statements of all teachers who desire payroll dues deducted for the first semester shall be presented to the Board business office by September 20. Additional staff hired during the year shall have a thirty (30) day option for payroll deduction. The 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 employees' paycheck each consecutive payday commencing the first payday in October 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 against and from any and all claims, demands, suits, or other forms of liability which may arise out of reason of action taken by the Board for the purpose of complying with this article. Romulus  
68-69

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 personal mail will be delivered to the teacher unopened provided it is addressed in such 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 department shall be contacted concerning the additional assignment. If there is no qualified tenure teacher in the department who has consented, probationary teachers in the department can be offered said assignment. Other teachers in the building may be contacted after the foregoing procedure has been followed. Compensation for this additional assignment is covered in Appendix C.

1. Methods for selecting teachers from the staff of the Junior and Senior high schools on an hourly basis:
  - a. Tenure teachers from within the department, or subject area.
  - b. Non-tenure teachers from within the department, or subject area.
  - c. Tenure teachers from without the department, or subject area.
  - d. Non-tenure teachers from without the department, or subject area.

TEACHER RESPONSIBILITIES

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

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

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 1. 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. Normal Workday

1. The normal workday for classroom teachers and other teachers on the classroom teachers salary schedule is as follows:

- a. Elementary 8:30 - 3:45
- b. Junior High 7:45 - 3:00
- c. Senior High 7:45 - 3:00

In elementary schools, assigned teachers are to remain until the last regular school bus has left.

Teachers repeatedly reporting to work and/or classrooms late or leaving early are subject to proportionate pay deductions or disciplinary action.

Variance from the above time schedules may be prearranged with or by an appropriate administrator.

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 normal work 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.

5. Secondary Teaching Day

- a. Senior High - 6 periods per day of 55 minutes.
- b. Junior High - 5 periods, or equivalent, per day.
- c. Senior High - One preparation and consultation period consisting of one (1) class period.
- 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.

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

a. Elementary Teachers Lunch and Preparation Period

Each elementary school shall have two (2) lunch periods consisting of one (1) hour each. Supervision of students during this period will be provided by the Board. Each elementary teacher will have one (1) hour of duty free time which he may use for a lunch-preparation period. An additional lunch period may be arranged if necessary to accomodate this provision.

7. Teachers may be required to attend the following staff meeting 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. One general staff meeting per year called at the discretion of the Superintendent of Schools.

8. The Board and Association encourage active participation in PTA affairs and other educational and community meetings as part of the teachers' 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 normal work day shall comply with that of other elementary and/or secondary teachers. Variations of the work schedule would be by mutual consent of teachers and Special Services Director. Overtime required by the Board would be compensated for at 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--taking into consideration the building and classroom facilities available, and the best interest of the District as deemed administratively feasible. The Board and the R. E. A. agree that a recommended class size for grades K, 1 and 2 is twenty-five (25), 3, 4, Twenty-eight (28), 5 and 6, Thirty (30) are desirable goals for the Romulus Community School District. It is further agreed that split-level classes at the elementary level are undesirable and will only be utilized at times of abnormal circumstances.

1. The Board and R. E. A. agree to the following class sizes for the Romulus Community School District for the school year 1968-69.

Class Sizes (approximately)

1. Elementary School Grades		
	K, 1, 2	- 30
	3, 4	- 33
	5, 6	- 35

Whenever class sizes in the elementary school on a district wide average exceed the desirable goals, additional classes must be established in the following procedure:

K, 2, 1	-	40% of 25
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ARTICLE V - Continued

- 3, 4 - 45% of 28
- 5, 6 - 50% of 30

Establishment of new classrooms and addition of staff required by the above will need to be governed by room availability.

2. Special Education - State Requirement

3. Secondary Schools

English	)	
Social Studies	)	
General Education	)	25 - 30
Math	)	
Science	)	
Languages	)	
Businesses	)	

2. Variance 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 change, before such changes are put into effect. If the Association questions the Superintendent's determination, 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.
5. The Board will make every effort to provide convenient telephone use for teachers which may include installation of a pay telephone.
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 1968-69 school year is as shown. (Appendix B)

E. Assignments, Transfers

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

The statements in this section apply to the teaching positions as covered by probationary and tenure contracts.

1. Assignments

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 it is possible to contact the staff member.

c. No regularly assigned teacher shall be used as a substitute teacher except with mutual consent.

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 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 1.

3. Vacancies and New Positions

a. Teaching vacancies and new teaching positions shall be publicized in the following manner; during the year, by sending notice to each R.E.A. building representa-

## ARTICLE V. Teaching Hours and Working Conditions (Continued)

tives 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 application 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 principle and practice 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.

### 5. Reduction of Staff

Reduction of staff shall be based on seniority within major or minor fields of preparation and/or certification.

## ARTICLE VI

### LEAVE POLICY

A. The following shall constitute the policy governing leaves of absence granted to teaching personnel. It shall be the policy of the School District to grant leave of absence for the following reasons: HEALTH - MATERNITY - STUDY OR TRAVEL, MILITARY SERVICE, PEACE CORP, TEACHER CORP, EXCHANGE TEACHER PROGRAM AND SABBATICAL. 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 one (1) year employment by the School District immediately prior to such leave of absence. Exceptions will be made for health, military service, maternity and sabbatical 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.

ARTICLE VI - Leave Policy (Continued)

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:

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 one (1) school year 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 (1) year, subject to the recommendations 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 (1) year for professional improvement may be granted to teachers who have

## ARTICLE VI - LEAVE POLICY (continued)

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

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, with no limit as to accumulation of days. In any one year the employee may use from his accumulated sick leave, not to exceed ten (10) 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.

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

## ARTICLE VI - LEAVE POLICY (continued)

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 certificate shall be signed by a recognized physician.

### C. Personal Business Policy

In cases of personal business leave the days shall be approved by the immediate supervisor 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. This policy does not provide for the accumulation of these days should they not be used in any given year. Failure to follow the above procedure may result in loss of pay for the days absent.

### D. State and/or National Association Leave

Any R. E. A. teacher elected president, vice-president or secretary-treasurer of the parent associations shall be granted one year (1) 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.

## ARTICLE VII - Grievance Procedure - (Continued)

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 seven (7) school days from the time of the incident. Every effort shall be made to resolve the grievance informally; however, the teacher may grieve in writing that the principal (supervisor) has knowledge that the topic under discussion is in fact a grievance. At the request of the aggrieved the principals (Supervisor) will reply in writing.

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 twelve (12) 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.

Step Five - If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

a. The fees and expenses of the arbitrator shall be shared equally by the parties, and neither party shall be responsible for the expenses of witnesses called by the other.

ARTICLE VII - Grievance Procedure - (continued)

b. POWERS OF THE ARBITRATOR

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

- (a) He shall have no power to add to, subtract from, disregard alter, or modify any of the terms of this Agreement nor to arbitrate teacher evaluations or teacher discharge.
- (b) He shall have no power to establish any salary or extra curricular salary schedules or change any wage.
- (c) He shall have no power to change any practice, policy, or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- (d) He shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - (1) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - (2) There shall be no appeal from an arbitrator's decision if it is within the scope of his authority as set forth above it shall be final and binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about a settlement.

## ARTICLE VII - Grievance Procedure - (continued)

### 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 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 the 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 the 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

## ARTICLE VIII - Protection of Teachers - (continued)

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. Workmen's Compensation

"Any teacher who is absent because of an injury or disease sustained or contracted while on duty for the Romulus Community School District, compensable under the Michigan 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 twelve (12) weeks, (sixty (60) working days). This benefit to be provided without reduction of sick leave bank. At the end of the twelve (12) week 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 will advise the principal, and if the principal concurs, he will take prescribed steps for prompt referral.

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

F. 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 gross 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. Stations contacted will be WJR and WAAM, if contact can be made.

## 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 means, in keeping with the high standards of the profession, without

ARTICLE IX - Strike Prohibition - (Continued)

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 practices 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. Expenses 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-one and one-half (21 1/2) 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.

F. The Board agrees that the 1968-69 President of the Association may use one (1) day preparation per week at his option, as released time for Association business. The Association agrees to pay the Board the salary of a substitute.

## ARTICLE XI - Miscellaneous (continued)

G. The R. E. A. and Board acknowledge that the cuts in program while detrimental to the children of the Romulus Community Schools and the morale of the teachers, are justified by the critical financial situation caused by the failure of the community to pass the proposed millage. The R. E. A. and Board, therefore, agree to the cutbacks for the school year of 1968-69 with the following conditions:

1. The re-instatement of all positions deleted this year including a total program of Special Services and athletic programs at the Senior and Junior High Schools, will be implemented by board upon the successful passage of an appropriate operating millage.

2. The establishment of a citizens advisory committee to set the level of needed millage to finance this total program for the next five years. This committee shall investigate the cost of this program and shall consist of members from the R. E. A., Romulus Board of Education and other civic groups. The millage shall be placed before the people for a vote until it passes. The committee shall be called within sixty days of the beginning of the 1968-69 school year.

## ARTICLE XII

### RETIREMENT AND/OR SEVERANCE

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. Retirement pay for all teachers who have five (5) years to twenty (20) years service in the system at retirement based upon Michigan School Law or Social Security Law, shall be paid at the rate of one-fourth (1/4) of unused sick days at the contract rate or \$300.00 whichever is greater.

B. Retirement pay for all teachers retiring based upon Michigan School Law or Social Security Law, and who have over twenty (20) years service shall be paid at the rate of one-half (1/2) of unused days at the contract rate or \$600.00 whichever is greater.

C. Terminal leave pay for any teacher leaving the Romulus School District after twenty (20) years or more of continuous service will be paid for one-half (1/2) of his unused sick days at the contract rate of pay.

D. Upon death of a teacher during employment retirement and/or 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

ARTICLE XIII - Professional Compensation - (continued)

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. 50% 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
7. Any teacher who attains the MA or Specialist Degree shall receive the appropriate adjustment in salary at the beginning of the next school semester.
8. Upon recommendation of the principal, counselors may be employed one (1) week before school opens or one (1) week after school closes. Compensation will be based on regular salary.

# 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 with copy to teacher.

#### 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. The Teacher has the option of signing.

### 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 and teacher.

#### Note

A blank Teacher Evaluation form is to be made available to each teacher, fifteen (15) days prior to the March 1 formal evaluation.

ROMULUS COMMUNITY SCHOOLS

1968 - 69 CALENDAR

First Semester

Monday	September 2	Labor Day
Tuesday	September 2	REA Day
Wednesday	September 4	(Elementary Registration & Classes until 1:15 p. m.) (Secondary Regular Sessions a. m.)
Thursday	September 5	Regular Sessions - All grades - a. m. & p. m.
Friday	September 6	Regular Sessions - All grades - a. m. & p. m.
Friday	September 27	Fourth Friday Membership Count
Thursday	November 28	Thanksgiving Day
Friday	November 29	Thanksgiving Vacation
Monday	December 2	School Resumes
Friday	December 20	Christmas vacation begins at 3:30 p. m.
Monday	January 6	School resumes
Friday	January 24	Semester Ends
Saturday	January 25	Records Day

Second Semester

Monday	January 27	Second Semester begins
Thursday	April 3	Spring Vacation begins at 3:30 p. m.
Monday	April 14	School resumes
Friday	May 30	Memorial Day
Monday	June 2	School resumes
Thursday	June 12	Records Day
Friday	June 13	School closes

FOUR WEEK REPORT PERIOD

First Semester

Membership

Attendance

September 2 - September 27	18	17
September 30 - October 25	20	20
October 28 - November 22	20	20
November 25 - December 20	19	18
January 6 - January 24	16	15
	93	90

Second Semester

January 27 - February 21	20	20
February 24 - March 21	20	20
March 24 - April 18	14	14
April 21 - May 16	20	20
May 19 - June 13	18	17
	92	91
	185	181

APPENDIX B - (continued)

Report Card Periods

First Period - September 2 - November 8  
Second Period - November 11 - January 24

Third Period - January 27 - April 13  
Fourth Period - April 7 - June 11

Each Secondary School will hold one parent Teacher Conferende day in the fall during the hours of 12:00 noon to 8:00 p. m.

\*The Romulus Education Association agrees that Romulus Teachers will not participate in the usual October, Fall, State Wide, Regional Michigan Education Association Conference.

ROMULUS COMMUNITY SCHOOLS

PROFESSIONAL SALARY SCHEDULE

1968 - 1969

(as revised July 1, 1968)

PART I.

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>SPECIALIST</u>
1.	\$ 6,900	\$ 8,100	\$ 9,100
2.	7,200	8,400	9,400
3.	7,550	8,750	9,750
4.	7,900	9,100	10,100
5.	8,300	9,500	10,500
6.	8,700	9,900	10,900
7.	9,150	10,350	11,350
8.	9,650	10,850	11,850
9.	10,200	11,400	12,400
10.	10,800	12,200	13,200

- a. Maximum years of experience allowed is 10. "Teachers hired prior to the 1968-69 school year with ten or more years experience will be moved up the salary schedule to the maximum 10 years."
- 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 for teachers placed on third year probation.
- d. District teachers substituting during preparation-consultation period will be paid at the rate of \$6.00 per hour.
- e. Substitute Rates - Daily \$27.50: Permanent \$30.00.
- f. People on BA scale, who continue studies beyond the basic degree, will be paid \$20.00 per hour up to a maximum of 30 hours or \$600.00.  
People on MA scale, who continue studies beyond basic degree will be paid \$22.50 per hour up to a maximum of 30 hours or \$675.00.
- g. Five dollars (\$5.00) per hour for other additional duties.

ROMULUS COMMUNITY SCHOOLS

\*SUPPLEMENTARY PAY SCHEDULE - (As revised July 1, 1968)

Assignment - Senior High

10% of BA Degree Base

Head Football Coach  
Head Basketball Coach  
Head Baseball Coach  
Head Track Coach

8% of BA Degree Base

Assistant Football Coach (2)  
Assistant Basketball Coach (1)

6% of BA Degree Base

Department Heads (10)

5% of BA Degree Base

Cheerleader Advisor (1)  
Senior Class Advisor (1)  
Band Director (1)  
Choral Director (1)

3% of BA Degree Base

Junior Class Advisor (1)  
Sophomore Class Advisor (1)  
Freshman Class Advisor (1)

\* The number of people under these Supplementary Assignments each year will be determined by the Superintendent of Schools as required by the finances of the district.

ADDENDUM

The R. E. A. and the Board agree to the establishment of the following working committees for the 1968-69 school year:

1. Teacher evaluation

ARTICLE XIV

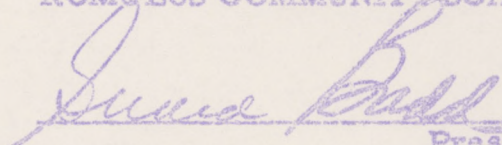
DURATION

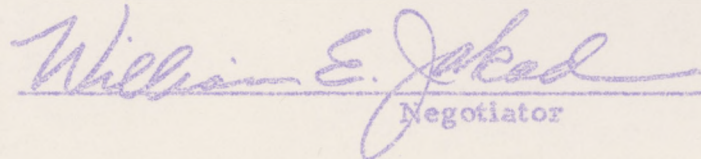
This Agreement shall become operative as of July 1, 1968 and shall continue in full force and effect until August 15, 1969.

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.

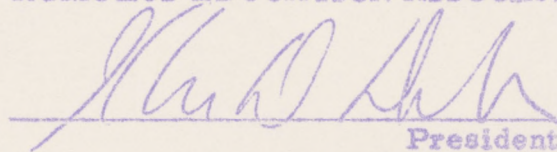
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives the day and year first above written.

BOARD OF EDUCATION  
ROMULUS COMMUNITY SCHOOLS

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiator

ROMULUS EDUCATION ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiator