

MASTER AGREEMENT

between

**ROMULUS COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

THE WAYNE COUNTY MEA/NEA

2013-2016

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MASTER AGREEMENT
between
WAYNE COUNTY-MEA/NEA
and
ROMULUS COMMUNITY SCHOOLS BOARD OF EDUCATION

This Agreement entered into 18th day of March, 2013, by and between the Board of Education of the Romulus Community Schools, Romulus, Michigan, which together with its designated representatives, hereinafter called the "Employer" and the Wayne County-MEA/NEA, hereinafter called the "Union."

WITNESSETH:

Whereas the Employer and the Union, 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 Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all certified instructional personnel employed by the Employer, including teachers, therapists, psychologists, social workers, nurses, vocational education teachers, department heads, temporary teachers, vocational specialists, media specialists, reading specialists, learning center specialists, counselors, teachers of speech and language, speech pathologist and librarians.
1. Such representation shall cover all personnel assigned to newly created positions, unless the parties agree in advance that such positions are principally supervisory and administrative or otherwise designated as belonging to another recognized employee bargaining unit.
 2. Such representation shall exclude the Superintendent, Assistant Superintendents, Directors, Managers, Principals, Assistant Principals, other supervisory or administrative personnel and per diem substitutes.
 3. The term "Employee" or "teacher", when used hereinafter in this Agreement, shall refer to all Employees represented by the Union in the bargaining or negotiating unit as defined above. The term "non-teacher certified employee" shall refer to all professional employees represented by the Union as defined above whose employment is not regulated by the Michigan Teachers' Tenure Act.
- B. The Employer agrees not to negotiate with or recognize any teacher's organization or union other than the Wayne County MEA/NEA for the duration of this Agreement. Nothing contained herein shall be construed to prevent the Employer or its designated representatives from meeting with any Employee or group of Employees for the purpose of hearing and discussing their views.

ARTICLE II - EMPLOYER RIGHTS AND RESPONSIBILITIES

- A. Except as modified by the specific terms of this Master Agreement the Employer 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 Employer, the adoption of policies, rules and regulations in furtherance is limited only by the specific and express terms of this Agreement. The Union recognizes these management rights and to manage the Public School system, the right:
1. To execute management and administrative control of the school system, its properties and facilities and the school activities of it's 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; to reprimand or discipline Employees; and to promote and transfer all such Employees. In emergency situations the Employer may waive the degree requirements; employment shall comply with the 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 Employees, subject to the express provisions of this Agreement.
- B. It is the responsibility of the Employer:
1. To maintain a list of substitute teachers and arrange for substitution when Employees are absent. Employees 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.
 2. To provide the Union with three (3) copies of new Board and Administrative Policies within the thirty (30) days following their adoption.
 3. To provide the Union President with one (1) copy of the Board of Education meeting packet prior to the scheduled meeting.

4. The Board of Education agrees to furnish the Union, in accordance with their reasonable requests and within a reasonable amount of time, all available information concerning financial resources of the District, tentative budgetary requirements and allocations as required by applicable law, and such other information as required by applicable law, as will assist the Union in developing intelligent, accurate and constructive programs on behalf of the teachers and their students.

The Board of Education agrees, upon written notice, to supply the Union Officers with all public records, as required by applicable law, excluding confidential personnel records, within a reasonable amount of time.

5. To provide the Union with three (3) copies of a list of all Employees and their assignments at least thirty (30) days prior to the beginning of each school year. In addition, the Employer shall provide the Union with three (3) copies of all personnel actions involving Employees within five (5) days of such notice.
6. To consider recommendations made by the Union and/or its representatives.
7. To provide copies of staff directories to all Employees prior to November 1 of each year, the cost of printing to be shared equally by the Union and the Employer.

ARTICLE III - EMPLOYEE AND UNION RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict an Employee's rights under the Michigan General School Laws, Michigan Tenure Law, or other applicable laws and regulations.
- B. **Building and Equipment Use**
 1. The Board grants the Union 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 Union, which agrees to pay any overtime costs for use of special facilities which may be incurred by the Union in connection with building use.
 2. The Union Officers, Committee Chairpersons and Building Representatives may use school equipment, such as typewriters, duplicating machines, computer and fax in the building where he or she is assigned.
 - a. All uses of the above listed equipment will be at reasonable times when the equipment is not being utilized.
 - b. Request for such use shall be made to the building principal.
 - c. All materials and supplies are to be furnished by the Union.
 - d. The Union shall be responsible for damage to such equipment caused by

its use, and agrees to pay the reasonable cost of repairs.

- C. The Union may use the School District mail service and Employee mailboxes for its business and social events announcements. Such announcements shall contain the signature of a Union official, and the Employer assumes no responsibility for the content of any announcements or bulletins. The Union may post its social and business announcements on an adequate portion of the faculty bulletin board in the building lounge.
- D. Personal mail will be placed in an employee's mailbox unopened, provided it is addressed in such manner so as to make sure the addressee is identifiable. Faxes will also be placed in the employee's mailbox.
- E. The elected officers and building representatives of the Union and its affiliates shall be recognized by the individual school administrators as the official representatives of the Union. The Union shall provide the Superintendent with the names of the elected officers and representatives by January 1. Elected officers and other duly authorized representatives of the Union and/or their affiliates shall announce their presence in each school building to the principal whenever they visit the building on Union business.
- F. The regular Union activities of the building representative in his/her respective building shall not be limited during working hours, provided such activities do not interfere with the responsibilities of said representative or other Employees.
- G. Elementary Employees may be required to collect weekly lunch monies only on the first school day of a week. They may be required to report a count of students intending to eat school lunches on other days of the week.
- H. Each Employee shall be allowed two (2) days released time and reimbursement of reasonable expenses for attending workshops, seminars, and conferences, as approved by the Employer.
- I. The Employer agrees, upon written notice, to supply the Union officers with all public records and all adopted policies of the Romulus Community Schools, excluding confidential personnel records.
- J. The Employer shall maintain only one (1) personnel file for each Employee, such file to be located in the Personnel Office. Upon written request to the Superintendent, or his/her designee, each Employee may review and submit comments to be included in their personnel file.
- K. No party to this Agreement shall discriminate in any way against an Employee by reason of his/her membership or participation in the activities of a teacher organization.

ARTICLE IV - EMPLOYEE RESPONSIBILITIES

- A. The Union and individual Employees agree that it is neither their function nor their right to assume administrative responsibilities. No Supervisory responsibilities shall be delegated to any Employee without his/her consent and compensation. The Employee agrees to uphold the policies, rules, and regulations of the Employer, as set forth in this Agreement.
- B. It is the responsibility of each Employee to continually improve his/her teaching abilities. In addition, it is the responsibility of the Union and each individual Employee, as well as the Employer, to provide the highest quality education program possible for every boy and girl in the School District.
- C. When an Employee is unable to be in school on any given day, it is the responsibility of the Employee to notify the Employer's answering service no later than 6:30 a.m. for secondary Employees and 7:00 a.m. for elementary Employees on the date the Employee is unavailable, in order that arrangements for a substitute may be made. Failure to so notify the Employer may result in forfeiture of compensation in the amount paid the substitute which was otherwise due the Employee, except in extenuating circumstances. When an Employee anticipates a delay in arrival due to an emergency, the Employee shall notify the Employer or the building administrator as soon as possible, but prior to the start of the student day, so that arrangements can be made until the Employee's arrival.
- D. Evidence of proper certification must be on file in the Personnel Office before an Employee is placed on the payroll.

ARTICLE V - TEACHING HOURS AND WORKING CONDITIONS

- A. Normal Workday - The normal workday for Employees shall be a continuous seven (7) hours and twenty-five (25) minutes.
- B. In elementary schools, employees assigned to bus duty are to remain with students until the last regular bus has left, but not later than 15 minutes after the scheduled dismissal of students, except in emergency situations.
- C. The following is the teacher workday and student contact times:
 - 1. It is understood that for the duration of this Agreement, teachers will work the amount of time so that the Romulus School District will not lose any of the Basic Foundation Grant to which it is entitled. If this requires additional time beyond what is hereby stated, and that time may be increased by adding minutes to the contracted school day; that is what shall occur.
 - 2. The normal teacher instruction time for teachers shall be five (5) hours and thirty-eight (38) minutes.

- (a) Teacher instruction time in the elementary schools is based on an average of five (5) specials over a normal five (5) day period and is subject to available finances.
 - (b) The student day shall be not less than six (6) hours and six (6) minutes.
 - 3. Employees shall be at their teaching stations in sufficient time to provide supervision and in any event not less than five (5) minutes before the start of the student day.
 - 4. Variance from the above time schedule may be prearranged by the appropriate administrator(s) and Employee(s) involved.
 - 5. Within the normal workday as defined above, each Employee shall have preparation and consultation time as provided by this Article. At the elementary level, there shall be a common planning, preparation, conference, meeting period of at least thirty (30) minutes prior to the start of the student day.
 - 6. Each Employee will be provided a thirty (30) minute duty free lunch period.
 - 7. Employees may be required to attend two (2) Wednesday staff meetings which shall not last over one (1) hour beyond the normal workday. Attendance will be required, and failure to attend may result in appropriate salary reduction.
 - a. Second Wednesday* afternoon of each month:
 - (1) Subject grade level at elementary schools.
 - (2) Department meetings at intermediate, secondary and District level.
 - b. Third Wednesday* afternoon of each month: building meeting.
 - c. One general staff meeting per year, at the discretion of the Superintendent of Schools.
 - d. For meetings not included in Article V, Section 8, Employees may be requested to attend additional meetings.
- *This could be changed due to extenuating circumstances.
8. The Employer and Union encourage active participation in P.T.A. affairs and the educational community meetings as part of the employee's professional responsibility. All teachers shall attend one (1) scheduled open house during the first five (5) weeks of the school year. The scheduled open house will be 90 minutes or less.

9. The first Wednesday afternoon of each month is reserved for Union meetings after working hours.
 10. Any Employees who are required, in the course of their employment, to travel between buildings shall be provided sufficient time to travel in excess of their preparation/consultation time and lunch period, and shall be reimbursed by the Employer for use of their personal car (at the rate listed in XII, D.15. of this Agreement).
 11. Special service personnel may request of their immediate supervisor rescheduling of classes one (1) week in advance in order to conduct rehearsals for annual programs.
 12. All Employees are encouraged to have daily written lesson plans. Employees not furnishing lesson plans for substitutes will be subject to discipline.
- D. Class Size - It is recognized by the Employer and the Union 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 size 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 Employer and the Union agree that a recommended class size for grades K, 1, and 2 is twenty-five (25); 3 and 4, twenty-eight (28); and 5 and 6, thirty (30). These are desirable goals for the Romulus Community School District.
1. The Employer and the Union agree that in every classroom especially designed for teaching a particular subject, such as typing, industrial arts classes, etc., which have standard student stations, the class size shall not exceed the number of stations. A workstation shall be defined as that area which provides adequate working space necessary to allow a student to fulfill the requirements of the class.
 2. The Employer and the Union agree that for grades kindergarten through 2, the maximum class size for any class in the District shall be thirty (30) students.
 3. The Employer and the Union agree that for grades 3 and above for all normal academic classes (other than chorus, physical education, music, art, etc.), the maximum class size will be thirty-three (33) students in the District.
 4. The ratio of students to counselors in the secondary schools shall normally be 400-1. (North Central criteria to serve as minimum).
 5. Split-level classes at the elementary level are less desirable and will only be utilized at times of abnormal circumstances.
 6. Class size maximums shall not take effect until the second Monday after Labor Day.

7. When class size exceeds the above maximums and no other adjustments are feasible, the Employer shall pay the Employee a stipend for class size excesses as follows: Number of additional students x number of hours with additional students x One (\$1.00) Dollar. The number of pupils in grades K-2 shall not exceed 33; the number of pupils in grades 3-12 shall not exceed 35. The above prorated stipend will be paid for as long as maximums are exceeded, retroactively to the first day the class size overload occurred.
8. The Employer and the Union agree that Special Education classes shall be limited in accordance with the rules and regulations of the Department of Education for these programs.

E. Department Heads

1. Designation

- a. There shall be one (1) Department Head for each of the following subject area groupings at the Senior High School:

Science	Social Studies	Mathematics
Special Education	Language Arts	

- b. There shall be one (1) Department Head for each of the following area groupings at the Middle School, grades 7-8:

Science	Social Studies	Mathematics
Special Education	Language Arts	

- c. There shall be one (1) Department Head for each of the following combined subject area groupings at:

One (1) High School Electives Department Head (Business/Technology - Industrial Education/Commercial Foods/Art/Physical Education/Health/Home Economics)

One (1) Middle School Electives Department Head (Business/Technology - Industrial Education/Life Management/Physical Education/Art)

One (1) Counseling Department Head - Combined position responsible for both the Middle School/High School

- d. There shall be one (1) Department Head for each of the following combined subject area groupings in School District: Music Education.

2. Duties:

- a. To exercise professional leadership in the establishment of courses of study for each department.
- b. To serve as chairperson for all department meetings reports of these meetings to be submitted to the principal.
- c. To exercise leadership in determining equipment and supplies needed for each department.
 - (1) Each Department Head will maintain a textbook, equipment and materials inventory for his/her department.
 - (2) He/she will be responsible for the preparation of a budget for his/her department for submission to his/her principal.
- d. To screen and submit to the principal for approval all requisitions and transportation requests from members of his/her department.
- e. To hold at least one (1) department meeting per month and to attend monthly department meetings held by the principal.
- f. To read professionally to keep abreast of new methods and techniques as they relate to his/her department.
- g. To be responsible for building and/or District-wide educational exhibits, such as displays and programs.
- h. To assist in the development of a school budget.
- i. To be available for consultation with members by appointment for a minimum of thirty (30) minutes daily after the Employee's normal work day.
- j. To notify department members of time, date, and place of monthly meetings.

3. Compensation - The compensation for Department Heads shall be at the rate listed in Article XII of this Agreement.

F. Facilities

- 1. The Employer will make every effort to maintain its facilities, and where mechanical systems fail the Employer will make necessary repairs to render the systems operational as soon as possible and/or provide alternative accommodations if available.

2. The Employer will provide in every school an Employee work area containing adequate equipment, supplies and facilities to aid in planning and preparation, including a minimum of one (1) typewriter and duplicating machine.
3. The Employer will provide an appropriately furnished room to be used as a faculty lounge. This room shall be in addition to the aforementioned Employee work area. Schools shall have cooking facilities, including refrigeration, sink, running water, and storage in the area of the lounge. The Employer will allow Employees to arrange for the installation of refreshment facilities in the various faculty lounges.
4. Telephones
 - a. The Employer will make every effort to provide convenient telephones for Employees, which shall include installation of non-pay telephones in the employee lounges in all elementary and junior high schools. The Employer will pay installation costs and basic monthly charges; the Union will pay any additional monthly charges. Telephones may be used for personal business when Employees are in non-teaching capacity.
 - b. An additional telephone line will be placed in each elementary school to facilitate confidential communication directly relating to school business.
5. The Employer will provide each Employee with a secure storage area for personal belongings, provided that the Employer shall not be the insurer of the employee's personal belongings and assumes no liability for same.
6. Where parking facilities for Employees are not considered adequate, the Employer will continue to improve such facilities.

G. Seniority

1. Seniority is defined as the continuous length of service within the bargaining unit as defined in Article I.
2. An Employee's seniority date shall be the date of hire by formal action of the Employer, or the date of execution by the Employer of the first individual teaching contract of the Employee, or the first day on which the Employee reported to work and maintained continuous employment in the district thereafter, whichever occurred first.
3. In the circumstances of more than one individual having the same effective date of employment, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Union and Employee (s) so affected will be notified in writing of the date, place, and time of the drawing.

The drawing shall be conducted openly and at a time and place that will reasonably allow affected Employees and Union representatives to be in attendance.

4. Seniority shall continue to accumulate when an Employee is on layoff, and during all leaves of absence. However, the amount of seniority accumulated on leave(s) cannot exceed the total amount acquired prior to the leave.
5. It shall be the teacher's responsibility to keep the Employer informed, in writing, with appropriate formal documentation, of all teaching certificates, endorsements or advanced academic degrees, total hours of academic preparation, and all other relevant information. This information shall be used to compile the teacher seniority list, which will be provided to the REA by October 15th each school year. The teacher may submit corrections to the list to the Union District Director prior to November 1st. On that date the seniority list shall be conclusive and binding through October 31st of the following school year. The seniority list shall be posted in each building with a copy to the Union and each building representative.

It shall be the responsibility of the teacher to keep the employer informed, in writing, of his/her address and telephone number in order to receive employer communications.

6. Updates of the seniority list shall be published and posted as they are made. A copy of the seniority list and updates shall be forwarded to the Union.

ARTICLE VI - LEAVES

- A. The Employer agrees to grant leaves of absence for the following reasons: Health, Child Care, Study or Travel, Military Service, Peace Corp, Teacher Corp, Exchange Teacher Program, Sabbatical, and State and/or National Association Office. 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 a leave of absence other than FMLA requires a minimum of two (2) years of full-time active employment with the Employer immediately prior to such Leaves of Absence.
 2. An extension of a leave of absence, or consecutive leaves of absence, may be granted by the Employer.
 3. While an Employee is granted a leave of absence, he/she shall retain the following employment rights held by him/her 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. The Employer shall re-employ each Employee, provided he/she remains qualified and certified, returning from an approved leave of absence at the beginning of a school year or at midyear of the school year. An Employee on leave of absence must give written notice to the Superintendent of Schools by April 1st of the year the leave expires of his/her intention to return or resign; failure to furnish such notice shall constitute a notice of resignation. The Employer may contact Employees 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/her 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 Employer, such examination to be at the Employer's expense.

6. Requests for other than specified leaves or exceptions to the leave policy will be subject to the approval of the Superintendent of Schools.
7. 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 (1) year, plus any unfinished year at the time the leave of absence is granted. Application for such leave must include a beginning date and an expected termination date for the leave. 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/her return, the Superintendent shall give him/her a teaching assignment provided the Employee makes a written request thirty (30) days prior to his/her return. This leave shall include illness and/or disability caused by or related to pregnancy.
 - b. Child Care Leave - A leave of absence may be granted to an Employee for the purpose of child care. The leave period may be for a specified period of time not to exceed one (1) year. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the Employee, and the Employee shall be re-employed pursuant to paragraph A (4) of this Article.

- c. Study, Travel, Peace Corp, Teacher Corp and 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 two percent (2%), rounded to the nearest lower whole number, of the total teaching staff may be granted a leave under this section.
- 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 Employees who have been employed in the School District for seven (7) consecutive years.
 - (2) No more than one percent (1%) of the total teaching staff may be granted a leave under this Section.
 - (3) Employees 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 shall 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. In addition, the Employer will pay the health insurance premiums and insurance premiums held by the Employee prior to this leave and referred to in Article XII.B.
 - (4) The Employee must return for not less than three (3) additional years employment in the District unless terminated through extenuating circumstances. Upon failure to comply with this provision, repayment to the School District for the sabbatical leave pay, health, dental and vision insurance, life insurance, and long term disability insurance premiums will be prorated to the amount of additional employment.
- e. Military Leave - Said leave shall be controlled by any applicable legislation, rules or regulations, established by a competent jurisdiction.
- f. State and/or National Association Leave - Any Employee 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.
- g. Union Leaves -
- (1) Any Employee elected president of Wayne County-MEA/NEA shall be granted a two (2) year leave of absence from his/her teaching responsibilities without pay and benefits.

- (2) The Employer shall provide a bank of days which may be used by Employees who are engaged in Union Business, the number of days shall be four (4) plus a ratio of one (1) day for every ten members of the bargaining unit rounded to the nearest whole number. The Union shall designate the Employee(s) concerned and shall notify the Employer no less than forty-eight (48) hours in advance of taking such leave. No more than four (4) members of the Union may take Union days in any one (1) calendar day.

B. Leave With Pay

1. Personal Days

- a. All Employees employed by the District for the full school year shall be allotted twelve (12) days per year for use for personal illness and personal leave (to accommodate personal matters that cannot be accomplished at times that school is not in session), with no limit as to accumulation of days. Days to be allotted at the rate of six (6) the first semester and six (6) the second semester.
 - b. From these days each Employee shall contribute, on the first day of school, one (1) day to the District sick bank. The District will contribute 20% of the total teacher contribution for the school year, this to be administered by the Superintendent of Schools or his/her designee. (See Appendix C)
2. If an Employee incurs a reduction in pay in the first semester due to the exhaustion of that Employee's paid leave days, that Employee shall recover lost pay, upon request, by redeeming unused second semester leave days at the rate of one (1) day's pay per unused leave day. This request for reimbursement shall be made by June 30 of the same year and shall not exceed the amount of pay lost in the first semester. The Employee's second semester leave days shall than be reduced by the number of days reduced for this purpose.
 3. In the event of absence of an Employee for illness in excess of three (3) consecutive working days, or in the event the Employee has used his or her yearly allotment, or if absence is due to illness or death in the Employee's family, the Employee may use his/her accumulated leave days.
 4. In the event of absence of an Employee for illness in excess of five (5) consecutive working days, the Employer 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 Employer's expense.
 5. For the protection of children, the Employer may require of the Employee a health certificate from a reputable physician to be filed in the Office of the

Superintendent of Schools at the Employer's expense. Any employee who is not able to return to duty on Monday following two (2) weeks' illness or injury shall present a certificate of ableness to the Superintendent of Schools upon his/her return to work. This certificate shall be signed by a recognized physician.

6. District Sick Bank -

- a. Employees who have exhausted their accumulated leave allowance and who have been absent for ten (10) consecutive work days may make reasonable withdrawals, as determined by the guidelines, from the District sick bank, provided there are sufficient number of days in the bank. An Employee's own sick leave days shall count toward the ten (10) day requirement. At the end of each school year, all days remaining in the bank will be removed from the bank and from the Employer's liability and not accumulated.
- b. Each Employee who applies for days from the bank shall provide medical evidence indicating need for the days and expected duration of the illness or injury.
- c. No days shall be allotted to an Employee for an illness or injury covered by a worker's compensation award.
- d. Sick bank days will be applied retroactive to the first consecutive work day missed after the Employee's own leave days are exhausted.

7. In cases of personal business leave, written notification of the leave will be made as far in advance as practicable. If possible, this notification should be made forty-eight (48) hours in advance and in writing.

8. Personal Business Leave 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. Failure to follow the above procedure may result in loss of pay for the days absent.

9. Jury Duty -

- a. An Employee called to jury duty or subpoenaed by a court during the school year shall notify the Superintendent or his/her designee immediately upon receipt of such call. The Superintendent or his/her designee may contact the court to request that an Employee be excused.
- b. The Employee shall be granted a paid leave for such purposes, and shall reimburse the Employer any pay received for the performance of such duty. Such leave shall not be deducted from personal leave.

C. Compensatory Leave Options

1. This compensatory time option is intended as a voluntary program for Employees who have indicated their willingness to substitute.
2. Employees will receive compensatory time, as per their request on the proper form. Compensatory time may be taken in the following manner:
 - a. Early dismissal per prior arrangements with the building principal.
 - b. Extra preparation and planning time within the building per prior arrangements with the building principal.
 - c. Time-Off Accordingly -
 - (1) Compensatory time shall be earned at the rate of five (5) classroom hours equaling one (1) compensatory day for middle school and senior high school Employees. The elementary school equivalent shall be three hundred (300) minutes. The administration and Employees are responsible for maintaining accurate records.
 - (2) In the event that an elementary Employee takes another Employee's entire class in addition to his/her own, he/she shall earn full compensation time involved. In the event that an elementary Employee takes up to one-half (1/2) of another Employee's class in addition to his/her own, he/she shall earn compensatory time for one-half (1/2) the time involved. If an Employee shall leave the District, he/she shall be compensated for any unused compensatory time, and such payment shall be at the predetermined substitute rate for regular classroom Employees. The failure to request or arrange for compensatory time shall not obligate the District in any respect for compensation. After June 1 of a particular year, this program will not be in effect and no compensatory days will be granted.
 - (3) Compensatory time leave is not to be interpreted as a personal leave day and will not be added to P.L.D. accumulation. Compensatory time leave shall be taken only on days when regular substitutes are available and must be requested and approved forty-eight (48) hours in advance, but in no case may be taken on parent conference days. In addition, secondary level Employees may not take compensatory days on examination days or card marking days.

D. Family and Medical Leave Act - In accordance with the Family and Medical Leave Act

(FMLA) of 1993, a medical or personal leave addressed above is a FMLA leave if the leave is for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.
5. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.
6. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered servicemember.

FMLA leaves are only available to employees who have been employed by the School District for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period. Additionally, for leaves of the type described in (f) 6 above, an employee is eligible for up to twenty-six (26) workweeks of unpaid leave in a single twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under FMLA, an employee is eligible for a total of twelve (12) work weeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date a requested leave is to begin. Continuation of medical, optical and dental benefits and the right to job restoration under FMLA ceases when an employee has used twelve (12) work weeks of FMLA leave in the twelve (12) month period.

Leaves resulting from an employee's own serious health condition must be supported by medical certification from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his/her position.

When a leave denoted as 3 or 4 above is granted, the employee shall utilize accumulated personal illness/personal leave time.

When leaves under Article VI, A, 7a or 7b are granted, the employee shall utilize accumulated personal illness/personal leave time.

The School District will continue to provide an employee's medical, optical and dental insurance while he/she is on an FMLA leave on the same terms and conditions as prior to the leave.

The School District may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

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 from time to time arise affecting the welfare or working conditions of Employees. 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. A grievance may be filed by an aggrieved Employee or by the Union.
- C. **Procedure** - When an affected Employee(s) becomes aware of a grievance, said Employee(s) shall request a meeting with his/her immediate supervisor within seven (7) consecutive school days from the time of the incident, in an effort to resolve the grievance. The Union may be notified and a representative thereof may be present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, the Employee may formalize the grievance in writing as provided hereunder.
 1. **Formal Level 1** - If the grievance is not resolved at the informal level, the complaint may become a formal grievance. If such occurs, it shall be submitted,

in writing, within five (5) days of the informal meeting. A copy of the grievance shall be sent to the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

2. Formal Level 2 - If the Union is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s).
3. Formal Level 3 - If the Union is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall 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 that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.

D. Miscellaneous Grievance Provisions -

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 Union (or the Employee if the Union 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 Union and the Employer.
3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit shall permit the Union to proceed to the next step of the grievance procedure.
4. Failure of the Employee or the Union to process the grievance to the next step in accordance with the time limit specified in the grievance procedure shall mean the grievance is withdrawn.

5. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
6. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the grievance procedure until resolution.
7. If any Employee for whom a grievance is sustained shall be found to have lost any compensation, the same or its equivalent in money shall be paid to him/her and his/her personnel file shall be cleared of any reference to this action.
8. For the purpose of assisting an Employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an Employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
9. The Union agrees that if the Union arbitrates the termination of a tenured Employee, the Union or any of its affiliation organizations will not support that Employee in any procedures instituted under the Michigan Teacher Tenure Act, any grievance over such shall not arbitrable.
10. The term "days" when used in this article shall mean working days. Time limits provided in this article shall be strictly observed but may be extended by mutual written agreement.

ARTICLE VIII - PROTECTION OF EMPLOYEES

- A. Employees shall observe rules concerning discipline of students as have been established by the Employer and the State of Michigan under Public Act 290, 1964. In the event criminal or civil proceedings are brought against an Employee as a result of being a Board Employee, the Employer will provide reasonable legal advice to the Employee. If it is alleged that an Employee committed assault and battery or assault and battery is committed on his/her person in the course of his/her employment and the Employee is ultimately exonerated, the Employer will reimburse the Employee for legal counsel fees actually expended but in no more than the sum set forth on the suggested minimum fee schedule of the Michigan State Bar Association. The Employee shall furnish the Employer with a statement from his/her legal counsel certifying the legal fees actually paid by the Employee. Time lost by an Employee in connection with such an incident mentioned in this section shall not be charged to the Employee.
- B. A safe and orderly learning environment is a priority of the parties.

The Employer will support and assist Employees with respect to the maintenance of control and discipline in the classroom. Reasonable support shall be given by the

principal to Employees in disciplinary matters consistent with Employer policy. The management of students during the normal workday is an integral part of all employees duties, and they will take effective action to promote conditions within school buildings and on school property which are conducive to good discipline.

Visitors, including parents, are required by District policy to check-in at the school office. Prior to sending a visitor to a teacher's classroom, the teacher will be notified.

- C. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Employer for damages or loss to persons or property except in the case of gross negligence.
- D. An Employee shall report to the Superintendent or designee any situation which he/she feels subject him/her to an unreasonable risk to his/her personal safety. The Superintendent or his designee shall take the action he deems necessary to correct the situation.
- E. Damage Reimbursement -
 - 1. The Employer shall reimburse Employees (to a maximum of 1% of the B.A. Base per item minus reasonable depreciation allowance) for any damage or destruction of clothing or personal property worn on one's person; such as watches, jewelry and glasses, if these items are damaged or lost because of a violent act by a member of the student body, or directly related to the actual performance of one's duty.
 - 2. The reimbursement request must be submitted within forty-eight (48) hours of the occurrence of the incident and verified by the building/program administrator and accompanied by an invoice showing replacement, servicing, or purchase of the items. This section will not cover automobile damages, personal equipment damage, or items that are stolen or allegedly stolen while on the school premises.
- F. Prior to taking action upon a complaint by a parent or a student directed toward an Employee, the Employer shall notify the Employee of the complaint and the Employee shall be given an opportunity to discuss the matter with the Superintendent or his designee.
- G. Employees shall report to the Superintendent or his designee cases involving assaults suffered by them while performing their assigned duties. Appropriate action and/or discipline in response to incidents will be determined and administered by and at the discretion of the Superintendent or his designee.
 - 1. The Employer will furnish the Employee with legal advice as to his/her rights with respect to the assault, and will render assistance to the Employee in connection with handling of the incident by law enforcement authorities.

2. Time lost by the Employee as a result of the assault will not be charged against the Employee.

H. Worker's Disability Compensation -

1. Any Employee 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 Worker's Disability Compensation Law shall receive from the Employer the difference between the Worker's Disability Compensation payment prescribed by law and his/her regular salary for a period of twelve (12) weeks (sixty working days). This benefit is to be provided without reduction of his/her sick leave bank. At the end of the twelve (12) week period, the Employee has the option of District sick leave benefits or continued Worker's Disability Compensation.
2. The Employer shall designate at least two (2) physicians, one of which is a medical doctor, to whom an Employee may report for examination to comply with Worker's Disability Compensation Insurance.

- I. The Employer shall notify Employees 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 the City of Romulus, the Employer agrees further to consult with traffic advisory authorities for the purpose of determining the advisability of deviating from the regular school day. Any changes will be announced over local and area radio stations agreed upon by both parties as early as possible.

ARTICLE IX - CONTRACTS

- A. It is agreed that contracts for non-tenured 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.
- B. Salary notices and assignments for tenured personnel will be issued yearly by the Employer.
- C. It is understood that all contracts issued by the District will be subject to the Master Agreement entered into between the Employer and the Union.
- D. The Employer agrees to adopt the Teacher's Probationary Contract, Teacher's Continuing Contract and the Salary and Assignment Notice to Professional Staff.
- E. Temporary Teaching Contracts -
 1. When a per diem substitute works for a period exceeding ten (10) consecutive days in the same assignment, the person will be paid an additional \$30 per day in

addition to the daily substitute rate, beginning with the eleventh (11th) consecutive day of such assignment.

2. After sixty (60) consecutive days in such assignment, the person is paid at the BA-1 step according to the existing law.
- F. This Agreement shall supersede any rules, regulators or practices of the Employer which shall be contrary to or inconsistent with terms contained in any individual Employee contracts heretofore in effect. All future individual Employee 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 Employer.

ARTICLE X - MISCELLANEOUS

- A. 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.
- B. The Union may meet with the Board of Education or its designated representatives from time to time to discuss matters of mutual concern which are not covered in this Agreement.
- C. Copies of this Agreement shall be provided for all members of the Union, the School Board, and other interested parties. Expenses of printing shall be shared equally by the Union and the Employer.
- D. No Employee shall be assigned to supervise a student teacher without the Employee's consent.
- E. When a special education deviation is applied for from the Intermediate School District, the Union will be informed in a timely manner.
- F. The District shall seek input from the Union Executive Board when planning professional development for the teaching staff.

ARTICLE XI - RETIREMENT AND/OR SEVERANCE

- A. Retirement pay for all Employees who have five (5) years in the system at retirement based upon Michigan School Law or Social Security Law, shall be paid at the rate of one-half (1/2) of unused sick days at the contract rate of pay up to a maximum of \$10,000.
- B. Terminal leave pay for any Employee leaving the Romulus School District after ten (10) 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 up to a maximum of \$5,000.

- C. Upon death of an Employee, who is otherwise eligible to receive retirement pay or terminal leave pay, then his/her retirement pay or terminal leave pay, as the case may be, will be paid to a beneficiary.
- D. Contract rate of pay shall mean the Employee's per diem rate of pay as of the last day he/she was actively working.

ARTICLE XII - PROFESSIONAL COMPENSATION

- A. Salaries - The salaries of teachers and supplementary pay schedule covered by this Agreement are set forth in Appendix B which is attached to and will be incorporated in this Agreement.
 - 1. All salaries listed above shall be paid on a ten (10) month basis in twenty-one (21) installments. Employees will have an option of twenty-six (26) equal installments. Employees wishing to elect 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. Installments due after the close of school will be mailed, at Employers expense, to the address provided by the Employee.
- B. Healthcare Coverage- The parties agree to form a "Healthcare Taskforce" consisting of representatives from each employee group to review and recommend to the parties health insurance policy plans. The Employer may take any action in compliance with Public Act 152 of 2011, and payroll deductions are authorized for this purpose. Once the Employer has made the choices allowable under PA152, the Employer shall pay the maximum amount allowable by state law toward the total cost of the medical and prescription premiums for the plans offered.

Programs-described below are for each Employee who completes their contractual obligation and who is on a continuing contract with the Employer for the full twelve (12) month period commencing September 1. Any Employee who has been placed on lay-off or who is on an unpaid leave of absence shall be provided insurance coverage at their own expense at the group rate for a period of at least twelve (12) months or the duration of the leave, whichever is longer. Any Employee who resigns shall cease to be entitled to such benefits as of the date that his/her resignation becomes effective. In the event of an Employee taking an approved health leave, the Employee's fringe benefits will be paid for the full twelve (12) month period providing that the Employee completes 140 of 185 scheduled working days.

- 1. Each employee shall have his/her choice of one of the options subject to changes that may be negotiated as a result of the recommendations of the Healthcare Taskforce:
 - (a) Plan A – BCBS CORE Plan
This plan shall be the self-funded BCBS Community Blue 1. This Plan

will include an employee funded HSA as allowed by law.

(b) Plan B – BCBS “Buy Up” Plan

This plan will be provided at a cost of 20% premium contribution by the employee, in addition to any contributions required under Public Act 152, and shall be the self-funded BCBS Community Blue 1. This Plan will include an employee funded HSA as allowed by law.

(c) Plan B - Employees eligible for District-paid health insurance who are covered by another employer-paid group health plan can opt-out of the District’s group health plan under the following terms and conditions:

(1) To opt-out, an employee must file a written statement acknowledging that he/she is covered by another group health plan.

(2) An employee who opts-out shall be entitled to accrue a payment of \$125 per monthly billing period for any billing period during which hospitalization insurance is not provided by the District during the calendar year following the date the employee opted-out.

(3) Said payment shall be made as an adjustment to a regular paycheck to those employees who are entitled to a regular paycheck in the first pay period in December, or on a monthly basis, as determined by the District.

(4) A Section 125 Plan shall be adopted.

(5) In the event an employee is eligible for the District’s health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under that other plan, then said employee shall be allowed to enroll in the District’s group health plan and said coverage shall become effective at the beginning of the next billing period.

2. The Employer will provide MESSA Delta Dental Plan, Auto +, with Orthodontic Rider 0-8 including internal and external coordination of benefits for all Employees and their eligible dependents. The Employer retains the right to change dental insurance carriers, or to provide these benefits through self-insurance, as long as no reduction in benefits from the Delta Dental program in place for the 2012-13 school year occurs. The School District shall meet with the Association before any change in dental carriers occurs.

3. Life Insurance - \$50,000 with double indemnity for AD & D.

4. The Employer will select the insurance carrier to provide long-term disability insurance, at no cost to the teacher, that maintains at least a salary guarantee of 60%, a maximum 60 day waiting period for eligibility, and a maximum monthly benefit of \$3,000 per month.
5. The Employer shall provide without cost to the Employee the VSP-2 MESSA Full Family Intermediate Vision Care Plan to all Employees and their eligible dependents.
6. Employees who are less than full-time shall pay a portion of the premium on LTD, Life, Dental and Vision on a prorated basis and the COBRA rate on a prorated basis for hospitalization.
7. Employees must enroll in the various insurance plans and all plans are subject to the terms and conditions in the policies between the carrier/provider and the District.
8. A laid-off Employee may continue insurance benefits for up to thirty six (36) months by paying the monthly premium(s).

C. Supplementary Salaries -

1. The number of people under these supplementary assignments will be determined by the Superintendent of Schools as required by the finances of the District.
2. In the interest of quality programs, supplementary assignments shall continue until the individuals' resignation from the position or termination from the position.
3. Salaries for full-year supplemental assignments shall be added to the Employee's contract salary or paid lump sum in June, at the Employee's option.
4. The Supplementary Pay Schedule is set forth as follows (*indicates full year supplemental assignments):

ATHLETIC POSITIONS

SPORT	POSITION	GENDER	2013-2014	2014-2015	2015-2016
A. <u>HIGH SCHOOL</u>					
BASEBALL	HEAD COACH	BOYS	\$3,846	\$3,846	\$3,846
	ASST. COACH		\$2,884	\$2,884	\$2,884
BASKETBALL	HEAD COACH	BOYS	\$4,809	\$4,809	\$4,809
	ASST. COACH		\$3,607	\$3,607	\$3,607
BASKETBALL	HEAD COACH	GIRLS	\$4,809	\$4,809	\$4,809
	ASST. COACH		\$3,607	\$3,607	\$3,607
CHEERLEADING	HEAD COACH	GIRLS	\$3,204	\$3,204	\$3,204
	ASST. COACH		\$2,402	\$2,402	\$2,402
CROSS COUNTRY	HEAD COACH	BOTH	\$3,204	\$3,204	\$3,204
	ASST. COACH		\$2,402	\$2,402	\$2,402
FOOTBALL	HEAD COACH	BOYS	\$4,809	\$4,809	\$4,809
	ASST. COACH		\$3,607	\$3,607	\$3,607
GOLF	HEAD COACH	BOTH	\$3,204	\$3,204	\$3,204
	ASST. COACH		\$2,402	\$2,402	\$2,402
LACROSS	HEAD COACH	BOTH	\$3,204	\$3,204	\$3,204
	ASST. COACH		\$2,402	\$2,402	\$2,402
SOCCER	HEAD COACH	BOYS	\$3,204	\$3,204	\$3,204
	ASST. COACH		\$2,402	\$2,402	\$2,402
SOFTBALL	HEAD COACH	GIRLS	\$3,846	\$3,846	\$3,846
	ASST. COACH		\$2,884	\$2,884	\$2,884
TENNIS	HEAD COACH	BOTH	\$3,204	\$3,204	\$3,204
	ASST. COACH		\$2,402	\$2,402	\$2,402
TRACK	HEAD COACH	BOTH	\$3,846	\$3,846	\$3,846
	ASST. COACH		\$2,884	\$2,884	\$2,884
VOLLEYBALL	HEAD COACH	GIRLS	\$3,846	\$3,846	\$3,846
	ASST. COACH		\$2,884	\$2,884	\$2,884
WRESTLING	HEAD COACH	BOTH	\$3,846	\$3,846	\$3,846
	ASST. COACH		\$2,884	\$2,884	\$2,884
B. <u>MIDDLE SCHOOL</u>					
	HEAD COACH	BOTH	\$3,204	\$3,204	\$3,204
	ASST. COACH*		\$2,403	\$2,403	\$2,403

NON-ATHLETIC POSITIONS

LEVEL	POSITION	SALARY	2013-2014	2014-2015	2015-2016
ALL	NON-TEACHING FUNCTIONS (EX: COMMITTEE WORK, CHAPERONE, LUNCH DUTY, SPECIAL PROGRAM SUPERVISION, SCHOOL IMPROVEMENT & OTHER WORK BEYOND NORMAL WORKDAY)	HOURLY	\$14.63	\$14.63	\$14.63
	SUBSTITUTING DURING PREPARATION PERIOD	HOURLY	\$17.28	\$17.28	\$17.28
	SUMMER INSERVICE (WITHOUT STUDENTS), INCLUDING WORKSHOPS	HOURLY	\$22.63	\$22.63	\$22.63
	TEACHERS (SUMMER SCHOOL, AFTER-SCHOOL TUTORING, ADULT EDUCATION, DRIVER'S ED.)	HOURLY	\$27.03	\$27.03	\$27.03
	WORKER (ATHLETIC EVENTS)	HOURLY	\$13.50	\$13.50	\$13.50
ELEMENTARY	COORDINATOR (SAFETY PATROL)	YEARLY	\$1,604	\$1,604	\$1,604
	COORDINATOR (STUDENT ADVISORY COUNCIL)	YEARLY	\$1,604	\$1,604	\$1,604
MIDDLE	ADVISOR (YEARBOOK)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR (STUDENT COUNCIL)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR (LEADERSHIP)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR (STUDENT ACTIVITIES)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR (OLYMPIAD)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR (NEWSPAPER)	YEARLY	\$1,925	\$1,925	\$1,925
	BAND DIRECTOR	YEARLY	\$4,809	\$4,809	\$4,809
	DEPARTMENT HEAD	YEARLY	\$3,846	\$3,846	\$3,846

LEVEL	POSITION	SALARY	2013-2014	2014-2015	2015-2016
MIDDLE	CHEERLEADER	YEARLY	\$3,202	\$3,202	\$3,202
	EXTRA TEACHING POSITION *SEE ARTICLE XII, ITEM D3	YEARLY* (BASED ON SEMESTERS)	1/6 OF BA BASE	1/6 OF BA BASE	1/6 OF BA BASE
SENIOR	ADVISOR (YEARBOOK)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR, B.P.A.	YEARLY	\$769	\$769	\$769
	ADVISOR H.O.S.A.	YEARLY	\$769	\$769	\$769
	ADVISOR, ROBOTICS	YEARLY	\$769	\$769	\$769
	ADVISOR, VICA	YEARLY	\$769	\$769	\$769
	CHOREOGRAPHER, COLOR GUARD	YEARLY	\$1,025	\$1,025	\$1,025
	INSTRUCTOR COLOR GUARD	YEARLY	\$1,025	\$1,025	\$1,025
	ADVISOR (FRESHMAN CLASS)	YEARLY	\$2,244	\$2,244	\$2,244
	ADVISOR (HONOR SOCIETY)	YEARLY	\$3,203	\$3,203	\$3,203
	ADVISOR (JUNIOR CLASS)	YEARLY	\$2,244	\$2,244	\$2,244
	ADVISOR (NEWSPAPER)	YEARLY	\$1,925	\$1,925	\$1,925
	ADVISOR (SENIOR CLASS)	YEARLY	\$3,203	\$3,203	\$3,203
	ADVISOR (SOPHOMORE CLASS)	YEARLY	\$2,244	\$2,244	\$2,244
	ADVISORS (STUDENT GOVERNMENT)	YEARLY	\$3,203	\$3,203	\$3,203
	BAND DIRECTOR	YEARLY	\$4,809	\$4,809	\$4,809
	MARCHING BAND	YEARLY	\$3,359	\$3,359	\$3,359
	CHORAL DIRECTOR	YEARLY	\$2,883	\$2,883	\$2,883
	DEBATE COACH	YEARLY	\$2,883	\$2,883	\$2,883
	DEPARTMENT HEAD	YEARLY	\$3,846	\$3,846	\$3,846
	DRAMA DIRECTOR	YEARLY	\$1,925	\$1,925	\$1,925
	QUIZ BOWL ADVISOR	YEARLY	\$769	\$769	\$769

LEVEL	POSITION	SALARY	2013-2014	2014-2015	2015-2016
	EXTRA TEACHING POSITION * SEE ARTICLE XII, ITEM D3	YEARLY* (BASED ON TRIMESTERS)	1/5 OF BA BASE	1/5 OF BA BASE	1/5 OF BA BASE
DISTRICT MEAP	COORDINATOR	YEARLY	\$3,076	\$3,076	\$3,076
MI ACCESS	COORDINATOR	YEARLY	\$1,538	\$1,538	\$1,538
IOWA	COORDINATOR	YEARLY	\$769	\$769	\$769

D. Other Compensation

1. Employees substituting during preparation/consultation periods shall be paid at the hourly rate of \$17.28.
2. Employees teaching driver training, adult education and summer school shall be paid at the hourly rate of \$27.03.
3. Employees shall receive additional pay for performing extra teaching assignments. This sum shall be one class divided by total number of master schedule classes per building of the BA Base (i.e., 1/5 at RHS, 1/6 at RMS). Multiple shall be determined by current year master schedule per building. Assignments shall include but not be limited to acceptance of a teaching assignment during normal preparation time.
4. Employees who participate in additional non-teaching functions (i.e., chaperones, lunch duty, special program supervision, school improvement, and other work beyond normal workday) shall be paid at the hourly rate of \$14.77.
5. Employees working at athletic events shall be paid at the hourly rate of \$13.50.
6. Employees who continue studies beyond the BA or MA Degree shall be paid \$25.00 per credit hour to a maximum of thirty (30) hours or seven hundred fifty dollars (\$750).
7. Employees who continue studies beyond the Ed. Specialist Degree shall be paid thirty dollars (\$30) per credit hour to a maximum of thirty (30) hours or nine hundred dollars (\$900).
8. Any Employee who attains the MA, Specialist or Doctorate Degree shall receive the appropriate adjustment in salary at the beginning of the next school semester.
9. Employees holding a vocational certificate and teaching a state-approved reimbursable class, whether or not that class is currently funded, shall receive the sum of \$300 above their placement on the salary schedule and \$100 per hour of such assignment.

10. School psychologists shall be placed on the Ed. Specialist salary schedule and receive the additional sum of \$500.

However, those school psychologists who hold a Doctorate Degree shall be placed on the Doctoral Salary Schedule and receive the additional sum of \$500.
11. Non-Degree, Vocationally Certified staff shall be placed on the BA scale with accumulated years of experience not to exceed four (4).
12. Upon recommendation of the principal, Employees may be employed one (1) week before school opens or one (1) week after school closes. Compensation will be based on regular salary.
13. No outside experience credit shall be granted to newly hired Employees without the prior approval of the union.
14. Employees who participate in summer inservice (defined as that period of time between the end of a given school year and the beginning of the following school year) shall be paid at the hourly rate of \$22.62.
15. Mileage rate for use of personal car shall be at the applicable IRS rate in effect at the start of each school year.

E. Mentor Stipend -

1. Both parties agree that the purpose of the mentoring program is to provide a comprehensive guide to support new teachers during their probationary period.
2. Mentor Responsibilities - Mentors will work with non-tenured teachers in cooperation with the Building Administrator. Mentors will guide the non-tenured staff in the areas of building and District-level policies and procedures, delivery of curriculum and classroom management.
3. Training of Mentors - The goal of mentor training is to increase the mentor's understanding and application of the principles of mentoring.

Training shall encompass the development of mentoring skills in the following areas:

- Area 1: Interpersonal Community Skills
- Area 2: Management
- Area 3: Instructional Support

Mentors will be trained in the development of critical skills needed to facilitate the training of non-tenured teaching staff.

Training will consist of one full day of training and an additional half-day for follow-up reflection. Follow-up sessions will provide mentors with the opportunity to evaluate the mentoring process to date and plan additional interventions and supports, as necessary.

4. Mentor Support Guidelines -

First Year Support Plan

- Mentors may support up to three teachers. (No more than two first-year teachers).
- Mentors will meet individually with each first year teacher bi-weekly to discuss the mentoring checklist and address individual needs.
- Mentors will invite beginning teachers to participate in small group activities and share in classroom observations.

Second Year Support Plan

- Mentors may continue to support new teachers in their second year.
- Mentors will meet with second year teachers monthly.
- Mentors will meet with second year teachers individually and/or in small groups.

Third Year Support Plan

- Mentors may continue to support the beginning teachers in their third year. Mentors will meet with teachers quarterly.
- Mentors will meet with third year teachers individually and/or in small groups.

5. Mentor Contract - Member contract may be renewed on an annual basis.

7. Mentor Pay Scale -

<u>Pay for 1st Mentee</u>	<u>Pay for 2nd Mentee</u>	<u>Pay for 3rd Mentee</u>
1st Year = \$600	1st Year = \$500	1st Year = \$400
2nd Year = \$500	2nd Year = \$400	2nd Year = \$300
3rd Year = \$400	3rd Year = \$300	3rd Year = \$200

ARTICLE XIII - CALENDAR

The calendars for the duration of this Agreement shall be the subject of negotiations between the parties on a year-to-year basis consistent with State of Michigan requirements shall be incorporated in this Agreement as Appendix A.

For each of the school years covered by this Agreement, parent-teacher conferences in the first semester will be conducted on one (1) day for each level, with no reduction in the number of parent-teacher conference hours from the 2008-2009 school year. The Association and the Superintendent and/or his designee will determine actual conference times no later than September 30, of each contract year. For the 2013-2014, 2014-2015, and 2015-2016 school years, teachers are responsible for completing nine (9) hours of professional development in addition to the professional development time set forth on the attached District calendar. These

professional development hours must be approved in advance by the Building Administrator, and the teacher must present written proof of attendance and satisfactory completion of these hours to the Building Administrator. As reflected, beginning in the 2009-10 school year, the opening day for students shall be ½ day for students and ½ day teacher workday. As reflected, beginning in the 2009-10 school year, the last two (2) days of school will be ½ day student instruction days with the understanding that elementary report cards will be completed by teachers prior to the end of the last student day.

ARTICLE XIV - NO CHILD LEFT BEHIND (NCLB)

The District and the Union agree to comply with the requirements of No Child Left Behind (NCLB). In addition, the parties will develop portfolio language regarding highly-qualified and address AYP on or before January 31, 2005.

ARTICLE XV - ALTERNATIVE PROGRAM

- A. All full and part-time Alternative Education Teachers, Social Workers and Counselors, including the Dean of Students, but excluding Supervisors, Administrators and other employees employed by the Romulus Community Schools Board of Education, hereinafter "Employer," in the Alternative High School and Middle School Program, hereinafter "Alternative Education Staff," are included in the Recognition Clause in Article 1.
- B. Recognizing the unique nature of the Alternative Education Program, it is agreed that the following provisions of the Collective Bargaining Agreement do not apply to the Alternative Education Program:
1. Article II, Section B, Paragraph 1, the first sentence: Alternative Education staff may be required to substitute for each other, teach combined classes and the like. In the event an Alternative Education Teacher substitutes during his/her individual preparation period, he/she shall be paid at the applicable hourly rate set forth in this Agreement , for up to one (1) hour of such subbing.
 2. While the normal workday shall be the same as K-12 teachers, the teacher workday, contact times and student times do not apply.

The Alternative Education High School Program may be run on block scheduling. If block scheduling is utilized, classroom teachers will have a preparation/ counseling period of approximately sixty (60) minutes. In the middle school, classroom teachers will have preparation/counseling time comparable to the normal class period. The starting and ending times for teacher workday will be set based on the needs of the program, provided administration will consult with the Union prior to changing current starting and ending times.

3. Article V, Section C, Paragraph 7: Alternative Education staff may continue to be required to attend a weekly staff meeting. The meeting shall start one (1) hour before the start of the normal teacher workday. The Alternative Education staff will continue to attend quarterly parent-teacher conferences in the middle school.
4. Article V, Section D, Class Size: The recommended class size maximums will be

35 students (except when classes are combined in the event of teacher absences and the like). If it is necessary to exceed a class size maximum after the fifth week of school each semester, the Agreement's class size stipend, will be paid to the classroom teacher, prorated for as long as the maximum is exceeded retroactively to the first day the class size overload occurred.

5. Professional Compensation -
- (a) Teachers currently being paid an hourly rate shall continue to receive said hourly rate of \$24.87.
 - (b) A \$20.50 per hour coaching stipend shall also continue to be paid. For football, volleyball, softball, and boys and girls basketball the stipend will be \$1200.00.
- C. Seniority for current Alternative Education staff shall be defined as the continuous length of service from their date of hire into the Alternative Education Program. In the event an Alternative Education Teacher transfers to the K-12 program, he/she shall be placed on the seniority list in the K-12 program with his/her full seniority. The same shall apply to a K-12 teacher going to the Alternative Education Program.

**ARTICLE XVI -
SHARED ASSIGNMENTS (JOB SHARING) EMPLOYMENT**

- A. The Human Resources Department will publicize and facilitate the possibilities of job-sharing for the professional staff for the upcoming school year. With the approval of the Superintendent or his designee, two (2) bargaining unit members, may, at their option, agree to share an assignment/position that otherwise would be performed/ occupied by a single bargaining unit member. For the purpose of this Article, a shared assignment refers to two (2) teachers sharing one assignment. It is understood that teachers who choose to job-share will work the contract year.
- B. The final decision rests with the District if the job-share request is denied.
- C. Salary and sick days of the bargaining unit members teaching in job-sharing positions shall be prorated equivalent to the proportion of the class time worked exclusive of the first week of class time.
- 1. Employees assigned to "Job-Sharing" shall pay one-half (1/2) or equated percentage of the cost for each premium cost for Life, LTD, Vision, Dental and the COBRA rate for medical insurance. The Employer will pay the remaining one-half (1/2) percentage of said benefits. Employee contribution shall be made bi-weekly from each job-sharing employee's payroll and each employee shall authorize Romulus Community Schools to withhold said amount starting with the assignment and concluding when the employee leaves the assignment.
- D. The teachers who have jointly agreed to work together must each be certified and qualified for the position they will share, and in the opinion of the Building Principal, will be compatible, complementary, and communicate well. Compatibility includes

working together amiably as professional colleagues, and sharing similar teaching and discipline styles.

- E. In the event one of the teachers is absent and is covered by one of the paid leaves of absence provisions, the other teacher will have the first opportunity to substitute for the absent teacher. For daily substitute work, the other job-sharer shall be paid at the per diem substitute rate (prorated for the portion of time substituting). For substituting longer than ten (10) consecutive workdays, the job sharer shall be paid according to the job sharer's full-time daily rate for working the full position.

- F. Teachers participating in a job-share arrangement are encouraged to assume at least one extra school responsibility. Examples of such responsibilities are as follows: hall bulletin boards, graduation activities, assemblies, after-school activities/meetings, committee, work. etc.

ARTICLE XVII- AGREEMENT DURATION

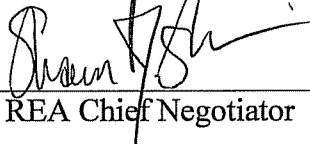
This Agreement shall be effective as of August 16, 2013 and shall continue in effect until the 15th day of August 2016.

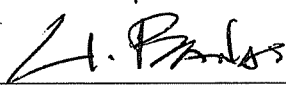
SIGNATURES

In witness to the consummation of this Agreement, the parties hereto have set their signatures.

Wayne County, MEA/NEA

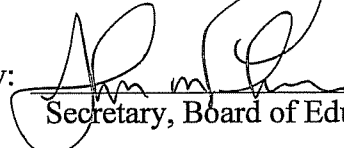
By: 
Wayne County MEA/NEA

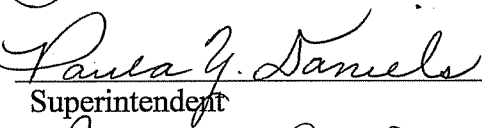
By: 
REA Chief Negotiator

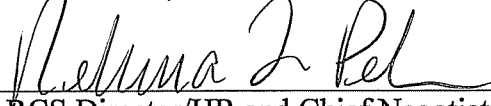
By: 
REA President

Romulus Community Schools

By: 
President, Board of Education

By: 
Secretary, Board of Education

By: 
Superintendent

By: 
RCS Director/HR and Chief Negotiator

APPENDIX A
SCHOOL CALANDAR
2013-2014

**APPENDIX B
SALARY SCHEDULE**

BA Step	2010/2011	10/11 Scale	Actual	
	Actual Payout	with 11% Reduction	1/2 Step	Payout 2013-2014
1	40,513	\$ 36,057		\$ 36,057
2	41,703	\$ 37,116	\$ 530	\$ 36,586
3	44,023	\$ 39,180	\$ 1,032	\$ 38,148
4	46,606	\$ 41,479	\$ 1,149	\$ 40,330
5	49,451	\$ 44,011	\$ 1,266	\$ 42,745
6	52,231	\$ 46,486	\$ 1,237	\$ 45,248
7	54,945	\$ 48,901	\$ 1,208	\$ 47,693
8	57,924	\$ 51,552	\$ 1,326	\$ 50,227
9	61,957	\$ 55,142	\$ 1,795	\$ 53,347
10	69,418	\$ 61,782	\$ 3,320	\$ 58,462
11	74,072	\$ 65,924	\$ 2,071	\$ 63,853
				*\$65,924

MA Step	2010/2011	10/11 Scale	Actual	
	Actual Payout	with 11% Reduction	1/2 Step	Payout 2013-2014
1	45,153	\$ 40,186		\$ 40,186
2	46,409	\$ 41,304	\$ 559	\$ 40,745
3	48,917	\$ 43,536	\$ 1,116	\$ 42,420
4	51,895	\$ 46,187	\$ 1,325	\$ 44,861
5	55,600	\$ 49,484	\$ 1,649	\$ 47,835
6	59,574	\$ 53,021	\$ 1,768	\$ 51,252
7	63,546	\$ 56,556	\$ 1,768	\$ 54,788
8	67,520	\$ 60,093	\$ 1,768	\$ 58,324
9	71,890	\$ 63,982	\$ 1,945	\$ 62,037
10	80,884	\$ 71,987	\$ 4,002	\$ 67,984
11	87,000	\$ 77,430	\$ 2,722	\$ 74,708
				*\$77,430

ES Step	2010/2011	10/11 Scale	Actual	
	Actual Payout	with 11% Reduction	1/2 Step	Payout 2013-2014
1	49,651	\$ 44,189		\$ 44,189
2	51,040	\$ 45,426	\$ 618	\$ 44,807
3	54,016	\$ 48,074	\$ 1,324	\$ 46,750
4	57,192	\$ 50,901	\$ 1,413	\$ 49,488
5	60,358	\$ 53,719	\$ 1,409	\$ 52,310
6	63,534	\$ 56,545	\$ 1,413	\$ 55,132
7	66,723	\$ 59,383	\$ 1,419	\$ 57,964
8	70,300	\$ 62,567	\$ 1,592	\$ 60,975
9	74,472	\$ 66,280	\$ 1,857	\$ 64,424
10	84,022	\$ 74,780	\$ 4,250	\$ 70,530
11	90,865	\$ 80,870	\$ 3,045	\$ 77,825
				*\$80,870

DR Step	2010/2011	10/11 Scale	Actual	
	Actual Payout	with 11% Reduction	1/2 Step	Payout 2013-2014
1	51,922	\$ 46,211		\$ 46,211
2	53,319	\$ 47,454	\$ 622	\$ 46,832
3	56,294	\$ 50,102	\$ 1,324	\$ 48,778
4	59,465	\$ 52,924	\$ 1,411	\$ 51,513
5	62,630	\$ 55,741	\$ 1,408	\$ 54,332
6	65,804	\$ 58,566	\$ 1,412	\$ 57,153
7	68,995	\$ 61,406	\$ 1,420	\$ 59,986
8	72,570	\$ 64,587	\$ 1,591	\$ 62,996
9	76,741	\$ 68,299	\$ 1,856	\$ 66,443
10	86,396	\$ 76,892	\$ 4,296	\$ 72,596
11	93,331	\$ 83,065	\$ 3,086	\$ 79,979
				*\$83,065

* Salary for Teachers at Step 11 prior to 2013-14

The parties acknowledge that the District currently faces a significant structural deficit caused by the combination of declining enrollment and significant cuts to the District's per-pupil foundation allowance. Consequently, the parties agree to the following temporary reductions of the Appendix B Salary Schedule as follows:

Wage Reductions: 2013-14 school year:

11% across-the-board salary schedule reduction based on the "2010/11 Actual Payout" column above. Teachers eligible for step increments shall move a full step on the salary schedule but shall have their actual, annual salary increased by half (1/2) the amount of the increment at the commencement of the 2013-14 year. This 11% reduction shall remain in effect for the 2014-2015 and 2015-2016 school years, unless the parties agree to a modification by way of the wage reopeners addressed below.

Example:

Teacher A - On Step 5 of the BA Schedule in 2012-13:

2013/14 - Teacher A will go from Step 5 on the 13/14 BA schedule (\$42,745) to Step 6 on the 13/14 BA schedule. His/her actual, annual salary shall be at the rate of \$45,248. Note: If Teacher A receives a Masters Degree prior to the start of the 13/14 school year, the teacher will be on the MA 6 schedule at a rate of \$51,252.

Unpaid Furlough Days: 2013-14 school year:

During the 2013-14 school year, bargaining unit members shall take two (2) unpaid furlough days on the last two work days in August. Bargaining unit members shall also take two (2) half (0.5) furlough days on the District's records days. Reporting to the District on these furlough times shall be voluntary.

Bargaining unit members shall take an unpaid furlough day at the member's daily rate of pay, for one (1) day when the entire District is closed due to weather conditions, health concerns, or other "Acts of God."

Personal business days and individual sick leave days that have been previously scheduled on furlough days will be considered a "furlough day" and the personal day or sick day will not be deducted against the member's leave day bank.

Payroll deductions for the furlough day arrangement shall commence prospectively on the first payroll period of the school year. The deductions shall be prorated over the course of the entire school year.

If the "Act of God" furlough day is not scheduled by April 30th of the school year, the parties agree to meet to discuss other options for furlough days. It is understood that if no agreement is reached, the pay for the day will be reimbursed at the member's daily rate of pay in the last paycheck of the school year.

These furlough day provisions shall remain in effect for the 2014-2015 and 2015-2016 school years, unless the parties agree to a modification by way of the wage reopeners addressed below.

2014-15 school year: All actual salaries and salary step increases are frozen for the 2014-2015 school year with the exception of lane changes for educational advancement. The parties agree to reopen negotiations on salary and furlough days for the 2014-2015 school year.

Example:

For the 2014/2015 school year, the teacher referenced in the example above will maintain his/her actual salary of \$45,248, subject to the negotiations relative to the reopener.

2015-16 school year: All actual salaries and salary step increases are frozen for the 2015-2016 school year with the exception of lane changes for educational advancement. The parties agree to reopen negotiations on salary and furlough days for the 2015-2016 school year.

Example:

For the 2015/2016 school year, the teacher referenced in the example above will maintain his/her actual salary of \$45,248, subject to the negotiations relative to the reopener.

APPENDIX C

The Parties agree that the Sick Bank shall be suspended for the duration of the collective bargaining agreement.

DISTRICT SICK BANK FOR MEMBERS OF THE ROMULUS EDUCATION ASSOCIATION

GUIDELINES

1. A teacher must have incurred an illness or injury, which would prohibit him from returning to his/her duties for at least ten (10) working days.
2. Except in very unusual and extenuating circumstances, eligibility for sick bank days requires that the teacher have an illness or injury requiring hospitalization.
3. Medical evidence must be provided by the teacher. Such evidence must be in the form of written statements from a physician and shall include, but not be limited to, nature of illness or injury and expected duration of the illness or injury.
4. A teacher may be allotted no more than twenty-five percent (25%) of the days remaining in the sick bank when application is made, but no more than 30 days may be granted.
5. Teachers using the District sick bank will be compensated at 80% of their daily pay rate (Daily pay rate is the schedule plus additional credit hours, divided by 187 days for 2006/2007, 187 days for 2007/2008, and 187 days for 2008/09).
6. Allocation of sick bank days may not be made retroactively. Application for sick bank days should be made prior to the exhaustion of the teacher's own sick days but in no event more than 20 days following the teacher's first day of absence from duty.
7. Other provisions of Article VI.B.6. are incorporated in these guidelines.
8. Any deviation from these guidelines requires the express prior written approval of the Superintendent of Schools.

APPENDIX D

NON-TEACHER CERTIFIED EMPLOYEE DISCIPLINE, ASSIGNMENTS, TRANSFERS, LAYOFFS, AND RECALLS

Discipline

Any reprimand, discipline, demotion, or dismissal shall be for just cause.

Assignments and Transfers

1. Employees' assignments, transfers, and promotions shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.
2. Assignments
 - a. Non-teacher certified employee assignments shall be made at the discretion of the Employer and within the areas of teaching competence, teaching certificate, or their major or minor fields of study, except temporarily and for good cause; the latter being by mutual consent between Employee and administration.
 - b. Non-teacher certified employees 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 Employee.
 - c. No regularly assigned non-teacher certified employee shall be used as a substitute teacher except with mutual consent.
 - d. In arranging schedules for non-teacher certified employees who are assigned to more than one (1) school, inter-school travel will be limited to a minimum, if possible. A teacher and Superintendent, or his designee, may meet to consider the schedule of traveling employees, but the final decision regarding such schedule shall rest with the Assistant Superintendent.
 - e. Those non-teacher certified employees whose building assignments have been changed shall, within fifteen (15) days after notification, have the option of requesting a transfer to an alternative building, even though the

transfer deadline may have elapsed.

- f. No additional assignments above the normal schedule shall be given without the mutual consent of the Employee. All qualified tenured non-teacher certified employees in the department shall be contacted concerning the additional assignment. If there is no non-teacher certified qualified tenured Employee in the department who has consented, probationary non-teacher certified employees in the department can be offered said assignment. Other non-teacher certified employees in the building may be contacted after the foregoing procedure has been followed. Compensation for this additional assignment is covered in Article XII.

3. Transfers

- a. Each year prior to May 1, non-teacher certified employees may request transfer to another school for the ensuing school year commencing the following September. The non-teacher certified employee shall make such request in writing, set forth the reasons for the transfer, and outline his/her qualifications for the position, if different from the position he/she currently holds.
- b. Prior to the effectuation of any involuntary transfer, the Superintendent (or his/her designee) shall provide the effected Employee, upon request, with the reasons for the transfer.
- c. When involuntary transfers are affected for a necessary reduction in a school's staff allocation due to reduced student enrollments or the closing and/or consolidation of a building, the expressed wishes of the Employees concerned will be honored to the extent possible.
- d. No Employee shall be discriminated against because of a request for a transfer.

Lay-Off and Recall

1. A reduction in staff beyond attrition may occur as a consequence of a decreased student enrollment or shortage of revenues to the District. Such a reduction of layoff shall be effectuated in the following order:
 - a. Temporary Employees, if any, will be laid off before all others.
 - b. Employees with the least seniority will be laid off next, except that the Employer may pass over for layoff any Employee who, because of state requirements for specialized certification, cannot be replaced in established programs.

2. The Employer shall give sixty (60) calendar days notice to non-teacher certified employees of a pending reduction in workforce, except in the event of a need to reduce the workforce due to a shortage of revenues caused by a previously unannounced reduction in state or federal aid. In the latter events, the Employer shall give as much notice as possible, and in no event shall the notice be less than thirty (30) days.
3. The employer shall recall laid-off non-teacher certified employees in the reverse order of lay-off, provided that the employee is certified for the vacant position.
4. At time of layoff a non-teacher certified teacher's seniority shall become frozen and the teacher shall retain his/her right to recall, in accordance with the provisions of the Collective Bargaining Agreement, for the length of the Employee's seniority, or three years from the effective date of layoff, whichever is less. Upon prior written notification to the Union, and on a uniform basis, the teacher's recall rights may be extended by the employer beyond this period of time but if the Employee is returned to a vacancy, his/her seniority date shall be as of the first day worked following recall.
5. The laid-off non-teacher certified employee shall have priority on the substitute list, according to seniority, provided he/she notified the Employer in writing of his/her intention to be available for substitute work.
6. No new non-teacher certified employee shall be hired by the Employer while there are Employees of the District who are laid off, unless there are no laid off Employees with proper certification and applicable qualifications to fill any vacancy which may arise.
7. It shall be conclusively presumed that non-teacher certified employee has abandoned his/her employment and voluntarily resigned if a laid off non-teacher certified employee fails to notify the Employer by certified letter of his/her acceptance of recall within fifteen (15) calendar days after certified mailing of recall to the Employee's last known address on file in the personnel department.
8. If a non-teacher certified employee on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence, the Employee will be either recalled according to the provisions of this agreement, or the Employee will be laid off.

MEMORANDUM OF UNDERSTANDING

between

ROMULS COMMUNITY SCHOOLS

and

THE WAYNE COUNTY MEA/NEA

ELEMENTARY PREP TIME

In the event available finances do not permit five (5) specials (i.e., 150 minutes per week) for the 2005/2006 school year, the District shall meet with the Association to determine ways of providing preparation time for elementary teachers during the workday.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
-and-
THE WAYNE COUNTY MEA/NEA

The School District and the Association agree to meet within sixty (60) days of ratification of this Agreement to discuss the function of the School Improvement Teams (SIT) and North Central Accreditation (NCA) committees as it relates to working conditions, decision making, and professional development. In addition, the two (2) parties will meet to discuss the High School Odyssey Program and the high school schedule for subsequent years.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
-and-
THE WAYNE COUNTY MEA/NEA

SCHOOL IMPROVEMENT FACILITATOR STIPEND

Both Parties Agree That:

The School Improvement Facilitator provides the leadership for the school. The individual is chosen from the faculty and works with the Principal, Staff and District NCA Coordinator to develop and implement a School Improvement Plan that leads to improvement in student performance. The selection of this person is critical to the success of the school improvement process. Some of the important characteristics of this individual should include:

1. One of the most dedicated, positive, organized educators in the building.
2. Respected by the school community.
3. Experienced and knowledgeable about the school.
4. Views leadership as an opportunity, not as a burden.

Responsibilities

1. Serves as the Internal Facilitator during a five-year documentation cycle of school improvement.
2. Works with the faculty, staff, administration and the District NCA Coordinator to make sure the NCA common protocol of school improvement is followed.
3. Works with the District NCA Coordinator to arrange contacts/visits and provides needed material to the Chairperson and teams prior to visits. Material should be in the peer review chairpersons possession at least three weeks before the scheduled visit.
4. Ensures that the focus of the school's improvement activities remains focused on improving student performance.
5. Oversees the development of the school profile.
6. Works with the faculty, staff and administration to generate support for the process, establish timelines for completion of the phases, and secures suggestions and input from the school community during the development of the School Improvement Plan.
7. Oversees the development of the School Improvement Plan.
8. Along with the administration, monitors the progress in implementing the School Improvement Plan.
9. Oversees the collection and analysis of data during the implementation of the School Improvement Plan.
10. Provides the faculty with frequent progress reports during the documentation cycle of school improvement.
11. Prepares the documentation report with assistance of the goal committees, faculty, staff and administration.
12. Hosts the visits by the peer review chairperson and the peer review team.

13. Leads the celebration at the completion of a documentation cycle and orients the new School Improvement Chairperson.
14. Reports to the Principal.
15. Other duties as assigned by the Principal or District NCA Coordinator.

School Improvement Facilitator Contract

School Improvement Facilitator contract may be renewed on an annual basis.

School Improvement Facilitator Stipend

Maximum of \$1,400.00 per building.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
and
THE WAYNE COUNTY MEA/NEA

HIGHLY-QUALIFIED

1. It is the responsibility of individual teachers to meet the highly-qualified requirements contained in No Child Left Behind (NCLB). Core content subject teachers who do not meet the highly-qualified requirement by the conclusion of the 2005-06 school year will be deemed unqualified and subject to layoff under Article V, Section I, at the end of that school year unless the tenured teacher is able to meet the highly-qualified requirement in another subject area so that he/she would not be laid off while a teacher with less seniority or a probationary teacher would continue being employed. Reminder notices to those who still do not meet the highly-qualified requirements, will be included in the 2005-06 teaching assignment notifications sent out by the District in June, 2005. The reminder notice will also inform the affected teachers that they will be subject to layoff at the end of the 2005-06 school year if they fail to meet the highly-qualified status. If the teacher is laid off, the teacher is subject to recall to a vacancy the teacher is fully qualified and certified to fill.

2. The District and the Association will appoint a four-member local assessment committee (two selected by the District and two selected by the Union) who, by majority vote, will determine whether a teacher has obtained "highly-qualified" status based on the Michigan Content Area Portfolio Guidelines, or Michigan's High Objective Uniform State-Standard of Evaluation (HOUSSE). In cases where the committee determines a teacher is not "highly qualified," it will provide the rationale for its determination. Any discrepancies about "highly-qualified" status shall be referred to the local assessment team.

The Local Committee shall be established within two (2) weeks of the signing of this Agreement.

3. During the life of this 2004-06 collective bargaining agreement, the District will not transfer a core content subject teacher from a position for which the teacher meets the requirements of "highly qualified" to a core content subject that the teacher does not meet the requirements of highly-qualified, if the result would be that the teacher would be subject to layoff at the end of the 2005-06 school year because the teacher is not highly-qualified.

4. In the event the provisions of NCLB are amended, this letter may be reopened by either party. In the event NCLB is repealed, this memorandum shall also be repealed.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
and
THE WAYNE COUNTY MEA/NEA

ELEMENTARY AND SECONDARY
EDUCATION ACT OF 2001 (ESEA)

1. Prior to making a decision under phase three of a corrective action plan or phase four of a restructuring plan, the District shall meet with a District-Wide School Improvement Plan Committee (DW-SIP) provided for under ESEA. The Committee shall consist of two (2) members appointed by the Association and two members appointed by the Superintendent. The DW-SIP shall explore alternative solutions to bring the school into compliance with the Act.
2. The District will share information and data with the DW-SIP in the form of reports from the State on the need for improvement or failing to meet AYP. Copies of the data shall also be sent to the Union.
3. The DW-SIP shall not modify the terms of the collective bargaining agreement, nor shall it bargain over wages, hours or conditions of employment, as set forth under the Public Employees Relations Act, as amended (PERA), or the Michigan Tenure Act, without agreement of the WC-MEA/NEA and the Board. The parties also agree to continue to adhere to the evaluation procedures outlined in the collective bargaining agreement.
4. While the DW-SIP may make recommendations to the Superintendent, the ultimate decision as to which option to choose under a phase three corrective action plan or a phase four restructuring plan is the responsibility of the Superintendent and the Board. In the event the school day/year is extended under a phase three corrective action plan, the Board will negotiate the issue of additional compensation with the Union.
5. In the event the provisions of NCLB are amended, this letter may be reopened by either party. In the event NCLB is repealed, this memorandum shall also be repealed.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
and
WAYNE COUNTY MEA/NEA

CALL-IN ON ACT OF GOD DAY

The following agreement shall apply for the duration of the 2004/06 agreement.

A teacher who calls-in requesting a leave day (illness, business, etc.) on a day that school is subsequently cancelled as an Act of God Day, will not have the day deducted from his/her accumulated bank of leave days under Article XI, Section B.1. This only applies to a call-in on the actual day school is cancelled. For purposes of this Agreement, the "actual day" is defined as the 24-hour period beginning at 12:01 a.m. It is understood that pre-arranged absences, leaves of absence, call-ins prior to the actual day of the Act of God closure, etc., will continue to be deducted from a teacher's bank of leave days.

This agreement shall be applied retroactively to the Act of God days on Monday, February 21, 2005 and Wednesday, March 1, 2005. A teacher who called-in on said day(s) will have his/her deducted leave day(s) returned to his/her bank.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
and
THE WAYNE COUNTY MEA/NEA

HALF-TIME LANGUAGE

- A. Definition - A half-time employee is any bargaining unit member working one-half of a contractual day.
- B. A half-time employee shall pay one-half (1/2) of the cost of each premium cost for life, LTD, Vision and Dental, as well as one-half the cost of the COBRA rates for medical insurance. The District will pay the remaining one-half (1/2) of said benefits. Employee contribution shall be made bi-weekly from the half-time employee's payroll and shall authorize Romulus Community Schools to withhold said amount starting with the assignment concluding when the employee leaves the assignment.
- C. Salary and sick days for half-time employees shall be provided on a one-half basis.
- D. A half-time employee shall be expected to attend open house, parent-teacher conferences, and all professional development. Such hours worked, over one-half of the requirement for a full-time bargaining unit member, by a half-time employee, shall be compensated at the rate listed in Article XII, Paragraph D.
- E. A half-time employee shall attend one staff meeting or grade level/department meeting per month. Whether it is a staff meeting or grade level/department will be determined by the principal after consultation with the teacher. Said day shall be scheduled in advance. This could be changed due to extenuating circumstances. If the half-time teacher is required to attend both meetings, the employee shall be compensated at the rate listed in Article XII, Paragraph D, as provided by the Master Agreement for said additional meeting.

MEMORANDUM OF UNDERSTANDING
between
ROMULUS COMMUNITY SCHOOLS
and
THE WAYNE COUNTY MEA/NEA

TRAVELING TEACHERS LANGUAGE

- A. Definition - Any bargaining unit member assigned to travel to more than one building in a given workday.
- B. Traveling Teachers shall record and submit any mileage costs to their supervisor.
- C. Full-time Traveling Teachers shall receive preparation time equal to a full-time assignment. This time shall be provided in adequate blocks of time.
- D. It is the intention of both parties to make traveling as minimal as possible.
- E. Sufficient time shall be provided for all bargaining unit members whose assignment requires travel to and between buildings. Such travel time shall be in excess of preparation and lunch time.
- F. Traveling teachers may be required to split parent-teacher conference and open house time proportionally among buildings, based on their assignment. Compensatory time, as outlined in Article XII, shall be provided for all time above what is required by the collective bargaining agreement, in relation to open house and parent-teacher conferences, for a member assigned to one building. The Building Administrator shall notify, in writing, the request of such member to attend open house and parent-teacher conferences.
- G. The bargaining unit member shall attend the staff, grade level, or department meeting of the building they are assigned to on the 2nd and 3rd Wednesday, respectively, of each month.
- H. Any deviation from time outlined above, will be compensated per contract.